



Service Level Agreement – Federal Archive

Definitions

“**Availability**” means that Client can access the Federal Archive. Availability is measured using the formula in section 1.1 below.

“**Downtime**” means service interruptions that occur outside maintenance windows, including Outages.

“**Outages**” means unplanned service interruptions that temporarily prevent access to major functions of the platform.

“**Planned Maintenance**” means maintenance that occurs during maintenance windows (as specified in section 2.4 below).

1. Smarsh Uptime Commitment

1.1 The Smarsh Federal Archive will be available 99.9% of any calendar month (the “**Uptime Commitment**”). Availability is measured using the following industry-standard formula:

$$\text{Availability (less Planned Maintenance)} = \frac{\text{total minutes in a month (30 days)} - \text{total Downtime in the month}}{\text{total minutes in a month (30 days)}} * 100$$

Smarsh will not be responsible for interruption of Client's access to the Federal Archive and the Federal Archive will not be considered unavailable (i.e., such interruptions will not be included in the Downtime calculation) where the interruption results from: (a) routine maintenance, repair, and upgrades during maintenance windows (specified below); (b) issues or failures with Client's hardware, software, communications, or internet providers; (c) issues or failures of Third Party Services, third-party sites, applications, software, hardware, or other components not supplied by Smarsh, (d) intentional or malicious actions of third parties; (e) Client's acts or omissions; or (f) force majeure events. Client may view the system status and subscribe to status updates at <https://status.smarsh.com/>.

1.2 If Smarsh does not meet its Uptime Commitment, Smarsh will issue Client a credit equal to 1/30th of Client's monthly subscription Fee for Federal Archive. Credits must be requested by Client within thirty (30) days of the end of the month in which the Uptime Commitment was not met. Failure to meet the Uptime Commitment will be verified by Smarsh's diagnostic monitoring tools before Smarsh issues a credit. Credits will be applied to Client's next invoice.

2. Support and Maintenance Services

2.1 Smarsh uses tools to provide server, network, and application diagnostic monitoring of the technical infrastructure that delivers the Federal Archive.

2.2 Client may find online support resources and FAQ's at <https://central.smarsh.com>. With the exception of Severity Level 1 issues, Client must report issues regarding Federal Archive availability or performance by submitting a support case at <https://central.smarsh.com>. Support requests must include a detailed description of the error or request, including the operating conditions that gave rise to the error. The User that reports a support incident will receive an auto-reply notification via email to confirm receipt of a Support request, along with a case



number for reference. Client may also submit a support request by phone at 1-877-353-4364. Smarsh standard phone support is available Monday through Friday between the hours of 9 am and 5 pm Eastern (excluding United States federal holidays). Off-hours phone support is available 24 hours per day, 365 days per year for Severity Level 1 issues. *Client must report all Severity Level 1 issues must be reported.* Smarsh may limit the right to submit support requests to a single or maximum number of Authorized User(s).

2.3 Upon receiving a support request, Smarsh will use commercially reasonable efforts to (a) respond to Client’s request within the mean response time indicated below for the corresponding severity level and (b) address and/or fix errors to the Federal Archive reported by Client and that are within the control of Smarsh. Smarsh will apply the resolution process indicated below for the corresponding severity level:

Severity Level	Description	Mean Response Time	Resolution Process
1	Issue impacts multiple users: Service is down, or major functionality is unavailable or materially impacted by performance issues, and no workaround is available.	1 hour (Client must report by phone)	Smarsh will investigate the issue and will work continuously until the error is fixed or a temporary workaround is implemented.
2	Issue impacts multiple users: important features are unavailable or degraded, or multiple users are degraded, and no sustainable workaround is available. Or The issue impacts a single user: major functionality is unavailable or materially impacted by performance issues, and no workaround is available.	2 hours	Smarsh will investigate the issue and will work continuously until the error is fixed or a temporary workaround is implemented.
3	Issue impacts multiple or single users: important features are unavailable, but a workaround is available, Or There is intermittent disruption of the Federal Archive.	4 hours (during business hours)	Smarsh will work during normal business hours to investigate the issue and implement a fix or workaround.
4	A minor feature is unavailable, Or there is a minor performance impact, Or the Client makes a routine request (e.g. add user, password reset).	1 business day	Smarsh will work to provide a fix in next maintenance release or respond to the routine maintenance request.



2.4 To the extent reasonably possible, Smarsh will refrain from performing maintenance that causes interference with or disruption to Client's access to Federal Archive. Smarsh will perform planned maintenance during the maintenance windows specified below. To the extent feasible, Smarsh will provide advance notice of any maintenance it will perform outside its maintenance windows and that may cause interference with or disruption to Client's access to Federal Archive.

Smarsh's maintenance windows are:

- Mon-Fri 12:00 AM-8:59 AM Eastern
- Mon-Fri between 5:01 PM-11:59 PM Eastern
- Weekends anytime

Smarsh provides maintenance notifications and reminders, and Client may subscribe to such notifications and reminders, at <https://status.smarsh.com/>.

2.5 Premium support services may be purchased by Client for an additional Fee.