SUPPORT AND SERVICE LEVEL AGREEMENT

1. **SUPPORT**

Smarsh offers a broad range of technical support services as set forth below.

2. **SUPPORT PACKAGES**

The Smarsh Basic support package is included with all Smarsh Services at no additional charge. Client may purchase a premium support package to extend hours of support coverage, receive support from named or assigned members of the Smarsh Global Support team, and access other support services beyond those included in the Basic support package. The table below provides an overview of the support services included with each support package. The Agreement provides more details about the premium support packages purchased by Client. Client may access online support resources and FAQ's at https://central.smarsh.com ("**Smarsh Central**").

Features	Support Packages				
	Basic	**PRO Plus**	**PRO Elite**	**BCS***	**BCS Elite***
Access to Smarsh Central Self-Service Support Resources	✔	✔	✔	✔	✔
Access to System Status Page Updates and Subscriptions	✔	✔	✔	✔	✔
Products Updates, Fixes, and Enhancements (*Standard Release Cycle*)	✔	✔	✔	✔	✔
Web-based Support	✔	✔	✔	✔	✔
24/7 Phone Support for Severity 1 Issues	✔	✔	✔	✔	✔
Enhanced Support Response Times		✔	✔	✔	✔
Named Technical Support Engineer(s)		✔	✔	✔	✔
Weekly Status Calls		✔	✔	✔	✔
Annual Account Reviews		✔	✔	✔	✔
Quarterly Account Reviews			✔		✔
Regular Account Reports			✔		✔
Smarsh University Subscription		✔	✔	✔	✔
Named Executive Sponsor			✔		✔

Dedicated Account Status Page					✔

* BCS (BUSINESS CRITICAL SUPPORT) AND BCS ELITE ARE NOT AVAILABLE FOR PROFESSIONAL ARCHIVE.

3. SERVICE INCIDENTS AND SUPPORT REQUESTS

Except with respect to Severity Level 1 issues, Smarsh recommends reporting issues regarding availability or performance of the Services by creating a case at Smarsh Central. All Severity Level 1 issues must be reported via phone. Support requests must include a detailed description of the error or request, including the operating conditions that gave rise to the error. The individual requesting support will receive notification via email to confirm receipt of a Support request, along with a case number for reference. Smarsh standard phone support is available Monday through Friday between the hours of 8 am and 8 pm Eastern (excluding United States Federal or Smarsh-observed Holidays). If Client purchases a premium support package, standard phone support hours may be expanded. Off-hours phone support is available 24 hours per day, 365 days per year for Severity Level 1 issues. Smarsh may limit the right to submit support requests to a maximum of 10 Users, unless specified otherwise in the Agreement.

Severity	Description
1	Issue impacts multiple users: SaaS Service is completely shut down, or major functionality is unavailable or materially impacted by performance issues, and no workaround is available.
2	Issue impacts multiple users: important features are unavailable or degraded, or multiple users are degraded, and no 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.
3	Issue impacts multiple or single users: important features are unavailable, but a workaround is available, **Or** intermittent disruption of Services.
4	A minor feature is unavailable, **Or** there is a minor performance impact

Initial Response

After Client creates a case, Smarsh will use commercially reasonable efforts to respond to Client within the target response time indicated below for the corresponding severity level and support package. For all packages, Smarsh will respond to routine service requests (e.g. requests for information, password resets, reports of potential defects, feature requests, and troubleshooting guidance) within one business day.

Severity	Target Initial Response Time	
	Basic	**PRO Plus*, PRO Elite*, BCS, BCS Elite**
1	60 minutes	30 minutes
2	2 hours	1 hour
3	4 hours	2 hours
4	1 business day	8 hours

* For Pro Plus and Pro Elite - during US Business Hours, except for Severity 1.

Resolution Process

Smarsh will address and resolve issues with the Services reported by Client that are within the control of Smarsh based on the resolution process indicated below for the corresponding severity level. If Client purchases a premium support package, Smarsh will provide notification of a target resolution or workaround plan, updates, and escalation based on the process for the corresponding severity level specified below, unless specified otherwise in the Agreement.

Severity	All packages	Resolution Process		
		PRO Plus, PRO Elite, BCS, BCS Elite		
		Notification of Resolution Target	**Updates**	**Escalation to Management**
1	Smarsh will investigate the issue and will work continuously until the error is fixed or a temporary workaround is implemented.	Within 4 hours after initial response	Every hour	If the issue is not resolved within 8 hours after initial response
2	Smarsh will investigate the issue and will work continuously until the error is fixed or a temporary workaround is implemented.	Within 48 hours after initial response	Every 4 hours	If the issue is not resolved within 3 business days after initial response
3	Smarsh will work during normal	Within 4 days after initial response	Every day	If the issue is not resolved within 5 business days

	business hours to investigate the issue and implement a fix or workaround.			after initial response
4	Smarsh will work to provide a fix in the next maintenance release.	Within 7 days after initial response	As agreed by the parties.	As agreed by the parties.

Escalation Process

Client may escalate an active support case if (i) Client is not satisfied with the resolution method implemented by Smarsh, (ii) there has been a significant change in the business impact to Client after the issue was reported, or (iii) Smarsh fails to respond in a timely manner during the resolution process. Instructions for initiating the escalation process are available at Smarsh Central.

4. Service Levels

This section applies only to those SaaS Services set forth specifically herein. It does not apply to products that are deployed on-premises.

i.   Definitions

"**Availability**" means that Client can access the platform and is measured using the formula in section 2.2 below.

"**Downtime**" means Service interruptions that occur outside applicable maintenance windows specified in section 2.4 below, including Planned Maintenance, Emergency Maintenance, and Outages.

"**Emergency Maintenance**" means maintenance required to: (i) maintain Availability on a go-forward basis, or (ii) execute a critical security change.

"**Outages**" means unplanned Service interruptions that temporarily prevent access to major functions of the applicable platform.

"**Planned Maintenance**" means: (i) maintenance that occurs during applicable maintenance windows specified in section 2.4 below, or (ii) maintenance that occurs outside applicable maintenance windows for which Smarsh has provided advance notice in accordance with section 2.4 below.

ii.   Uptime Commitment

The Availability for the production instance of those SaaS Services (set forth below during each calendar month (the "**Uptime Commitment**") is as specified below. The Uptime Commitments specified below do not apply to user acceptance testing environments or other non-production environments.

SaaS Service	Uptime Commitment
Archive	

Professional Archive	99.9%
Capture	
MobileGuard	99.9%
Cloud Capture	99.9%
Capture Mobile	99.9%

Availability is measured using the following industry-standard formula:

$$Availability\ (less\ Planned\ Maintenance\ ) = \frac{Total\ Minutes\ in\ a\ Month\ (30\ days) - Total\ Downtime\ in\ the\ Month}{Total\ Minutes\ in\ a\ Month\ (30\ days)} * 100$$

5. Service Credits

If Smarsh does not meet its Uptime Commitment in any calendar month, Smarsh will issue Client a credit for a portion of Client's platform Fees for the affected Service in accordance with the table below. Client must request credits within thirty (30) days from the end of the month in which Smarsh did not meet its Uptime Commitment. Smarsh will use its diagnostic monitoring tools to verify its failure to meet its Uptime Commitment before Smarsh issues a credit. Smarsh will apply applicable credits to Client's next invoice.

Uptime	Service Credit
98.0% - 99.89%	5% of monthly platform Fee (or 0.5% of annual platform Fee)
95.0% - 97.9%	10% of monthly platform Fee (or 1% of annual platform Fee)
Below 95.0%	20% of monthly platform Fee (or 1.75% of annual platform Fee)

6. Maintenance Windows

Smarsh provides maintenance notifications and reminders, and Client may subscribe to such notifications and reminders, through the Status Page at https://status.smarsh.com/.

Professional Archive. To the extent reasonably possible, Smarsh will refrain from performing maintenance that causes interference with or disruption to Client's access to Professional Archive. Smarsh will perform planned maintenance during the maintenance windows specified below. To the extent feasible, Smarsh will provide 48 hours' 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 Professional Archive.

<u>Professional Archive maintenance windows</u>:

- Mon-Thurs: 12:00 AM-5:00 AM and 9:00 PM-11:59 PM Eastern
- Fri: 12:00 AM-5:00 AM and 6:00 PM-11:59 PM Eastern
- Weekends: any time

Capture Platform and Capture Mobile. To the extent reasonably possible, Smarsh will refrain from performing maintenance that causes interference with or disruption to Client's access to Cloud Capture during normal business hours for the region in which Client's Cloud Capture instance is deployed. Smarsh will perform planned maintenance during the maintenance windows specified below. To the extent feasible, Smarsh will provide at least three (3) days' 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 Cloud Capture. Smarsh may perform Emergency Maintenance without providing advance notice to Client.

<u>Capture maintenance windows</u>:

- Mon-Fri: 12 AM - 5AM and 8 PM - 11:59 PM
- Weekends: any time

The times specified above are local to the region in which Client's Cloud Capture instance is deployed.