

SMARSH SUPPORT AND SERVICE LEVEL SCHEDULE

1. Support

Smarsh offers a broad range of support services, and our Global Support team is committed to ensuring Client's successful use of the Smarsh Connected Suite.

1.1 Support Packages

The Smarsh Basic support package is included with all Smarsh services at no additional charge. Clients 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 the premium support package, which is referred to as Pro Plus, Pro Elite, Mobile Plus, Mobile BCS, BCS or "Business Critical Support", or BCS Elite. Client may access online support resources and FAQs at <https://central.smarsh.com> ("Smarsh Central"). For the avoidance of doubt, and notwithstanding anything to the contrary in the Agreement, the Smarsh Support Packages below are provided and priced based on a flat fee – unrelated to Client's number of Users.

Smarsh Support Packages							
Features	Basic	PRO Plus	PRO Elite	Mobile Plus	Mobile BCS	BCS*	BCS Elite*
Access to Smarsh Central Self-Service Support Resources	✓	✓	✓	✓	✓	✓	✓
Access to System Status Page Updates and Subscriptions (Single-Tenant is client-specific)	✓	✓	✓	✓	✓	✓	✓
Products Updates, Fixes, and Enhancements (Standard Release Cycle)	✓	✓	✓	✓	✓	✓	✓
Access to Smarsh Webinars	✓	✓	✓	✓	✓	✓	✓
Web-based Support	✓	✓	✓	✓	✓	✓	✓

24/7 Phone Support for Severity 1 Issues	✓	✓	✓	✓	✓	✓	✓
24/7/365 Support Coverage				✓	✓	✓	✓
Enhanced Support Response Times		✓	✓	✓	✓	✓	✓
Named Technical Support Engineer(s)		✓	✓	✓	✓	✓	✓
Additional Support Rights Contacts (Phone/Web)		✓	✓	✓	✓	✓	✓
Weekly Status Calls		✓	✓	✓	✓	✓	✓
Annual Account Reviews		✓	✓	✓	✓	✓	✓
Quarterly Account Reviews				✓	✓	✓	✓
Smarsh University Subscription		✓	✓	✓	✓	✓	✓
Regular Account Reports							✓
Dedicated Account Status Page							✓

Named Executive Sponsor			✓				✓
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* BCS and BCS ELITE are Enterprise Support and are NOT AVAILABLE for Professional Archive.

1.2 Service Incidents and Support Requests

Except with respect to Severity Level 1 issues, issues regarding availability or performance of the Services are reported by creating a case at Smarsh Central. **All Severity Level 1 issues must be reported via phone** by calling the following Support Centers:

AMERICAS: 866-SMARSH-1 or 503-946-5980

EMEA: +44 (0) 20 3608 1209

INDIA: 000 800 9191160

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.

Professional Archive / Cyber Compliance - Standard support is available Monday through Friday between the hours of 8 am and 8 pm Eastern Time, USA (excluding Smarsh-observed Holidays). Off-hours phone support is available 24 hours per day, 365 days per year for Severity Level 1 issues.

All Other Smarsh Products - Smarsh Basic and BCS phone support is available 24/7/365. Severity Level 4 issues are non-production-impacting, routine support requests.

Smarsh may limit the right to submit support requests to a maximum of 10 Users, unless specified otherwise in the Agreement.

1.3 Definitions

Incident: An unplanned interruption, material degradation, or failure of the production services caused by Smarsh's systems. Incidents apply only to production environments.

Service Request: A customer-initiated request unrelated to system failure, including questions, access changes, administrative tasks, configuration needs, or non-production assistance.

Enhancement Request: A request for new or improved functionality. Enhancement Requests do not carry SLAs and may be evaluated for future roadmap planning.

1.4 Incident Severity Levels & Mapping of Service Categories

Severity	Service Category	Description	Examples
1	Critical Service	Critical Service is down, or Critical Service is unavailable and no workaround is available.	Application user interface, search functionality, ingestion (Data Ingestion Gateway & EGW only), queue execution processing. Hosted Services in non-production environments are NOT Critical Services.
2	Key Service	Key Service is unavailable and no sustainable workaround is available.	Supervision, case management, Reconciliation, Export functionality, disposition (Enterprise Archive only); conduct processing and queue processing (Enterprise Conduct only). Hosted Services in non-production environments are NOT Key Services.
3	Minor Service	Minor Services are unavailable, intermittent disruption of services OR Non-Production services impacted	Dashboards, reporting.
4	Support Request	Customer has a question, a routine request, or an enhancement request.	

1.5 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	Smarsh Premium Support
1	60 minutes	30 minutes
2	2 hours	1 hour

3	4 hours	2 hours
4	1 business day	8 hours

1.6 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.

Incident Communication Process				
Severity	All packages	PRO Plus, PRO Elite, Mobile Plus, Mobile BCS, BCS, BCS Elite		
		Notification of Resolution Target	Updates	Notification to Management
1	Smarsh will investigate the issue and will work continuously until the incident is resolved or a temporary workaround is implemented.	Within 4 hours after initial response	Every hour <i>(or other agreed upon interval if no meaningful updates are available)</i>	If the issue is not resolved within 8 hours after initial response
2	Smarsh will investigate the issue and will work continuously until incident is resolved or a temporary workaround is implemented.	Within 48 hours after initial response	Every 4 hours <i>(or other agreed upon interval if no meaningful updates are available)</i>	If the issue is not resolved within 3 business days after initial response
3	Smarsh will work during normal business hours to investigate the incident and implement a fix or workaround.	Within 4 days after initial response	Every day <i>(or other agreed upon interval if no meaningful updates are available)</i>	If the issue is not resolved within 10 business days after initial response
4	Smarsh will work during normal business hours to	Within 7 days after initial response	As agreed by both parties	If the issue is not resolved within 10

	address a question or general request.			business days after initial response
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1.7 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. To initiate the escalation process, the below path is to be followed. The Escalation email alias is monitored 24/7 on a global basis to ensure rapid response and resolution.

Step	Job Title	Name	Email Address
1	Technical Support Engineer or CSM (Case Owner)	Varies by Case Owner	Reply to open case via email or Smarsh Central
2	Escalation Email	Dedicated Email Alias	escalated.customer@smarsh.com (monitored globally 24/7)
3	Premium Support Director	John Fox	john.fox@smarsh.com
4	VP, Global Technical Support	Phil Dean	phil.dean@smarsh.com
5	Smarsh Chief Customer Officer	Rohit Khanna	rohit.khanna@smarsh.com

2. Service Levels

This section applies only to SaaS Cloud products. It does NOT apply to **on-premise** products.

2.1 Definitions

“Availability” means Smarsh’s internal and external monitoring systems indicate that the services are performing in accordance with their design. Availability is measured using the formula in **Section 2.2** below.

“Downtime” means the service error rate, error responses in the 500-599 range, exceeds 10% in a given minute that occur outside Planned Change types as defined in **Section 3.1**.

“Planned Maintenance” means Planned Change types as defined in **Section 3.1**.

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

2.2 Uptime Commitment

The Availability for the production instance of SaaS Cloud products 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. For clarity, 99.9% Uptime for a 30-day month equals 43.83 minutes of allowable downtime for the period.

Product	Monthly Uptime Commitment	
Enterprise Archive		Service Credit Basis
Enterprise Platform UI Portal <i>(Production instances only)</i>	99.9%	Platform Fee
Ingestion <i>Includes Data Ingestion Gateway and Email Gateway</i>	99.9%	Platform Fee
Archive Search	99.9%	Platform Fee
Enterprise Conduct Application UI Portal <i>(Production instances only)</i>	99.9%	Platform Fee
Professional Archive		
Professional Archive	99.9%	Platform Fee

Capture		
Cloud Capture	99.9%	Platform Fee
Capture Mobile	99.9%	Platform Fee
MobileGuard	99.9%	Platform Fee
Professional Archive Mobile Capture	99.9%	Platform Fee
Call Recording & Analytics	99.9%	Platform Fee

Platform Fee is based on the specific product Production Platform monthly fee, specific to a Multi-Tenant or Single-Tenant geography deployment.

Availability is measured using the following industry-standard formula (adjusted appropriately for months with more or fewer days):

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

By way of example, in a month with 30 days, where there is a possible total of 43,200 minutes of uptime available, if there were 240 minutes of Planned Maintenance that occurred during the permitted Maintenance Windows and 13 minutes when the service was unavailable, the availability calculation would be performed accordingly:

43,200 - 240 = 42,960 total minutes in the month.

((42,960 - 13) ÷ 42,960) x 100 = 99.97% Availability

2.3 Service Credit

If Smarsh does not meet its Uptime Commitment in any calendar month, Smarsh will issue Client a Service Credit for a portion of Client's platform Fees for the affected Service in accordance with the table below ("**Service Credit**"). Client must request a Service Credit 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 Service Credit. Smarsh will apply any applicable Service Credit to Client's next invoice. The Service Credit is subject to any limitations in the applicable Service Specific Terms attached to the Agreement – and for the avoidance of doubt and notwithstanding anything to the contrary in the Agreement – cannot be combined

or stacked. For example, if there was singular issue caused by Smarsh that resulted in one (1) or multiple SLAs not being achieved in any calendar month, then Client is only entitled to one (1) Service Credit – not multiple credits to address the same underlying issue.

Uptime	Service Credit
98.0% - 99.89%	5% of the monthly fee of the relevant Service Credit Basis
95.0% - 97.9%	10% of monthly fee of the relevant Service Credit Basis
Below 95.0%	20% of monthly fee of the relevant Service Credit Basis

The Availability SLAs do not apply to any unavailability, suspension or termination of a Service, or any other Service performance issues, directly or indirectly: (i) caused by factors outside of Smarsh's reasonable control, including any force majeure event, Client Internet access, data malformation per the relevant RFC or commercial standard, or corruption related problems beyond the demarcation point of the applicable Service; (ii) that result from any actions or inactions of Client, including failure to respond to reconciliation status requiring customer resolution or deferring a change that would have corrected the availability or performance issue; or (iii) that result from Client equipment, software or other technology (collectively, the "**Smarsh SLA Exclusions**"). The Smarsh SLA Exclusions apply provided that the Availability SLA would not have been missed but for the fault of Client in (ii) or (iii). **For the avoidance of doubt and notwithstanding anything to the contrary in the Agreement, in the event of a breach of any SLAs under this Schedule, Smarsh will provide Client with the Service Credit stated herein. The foregoing remedy is Client's sole and exclusive remedy for a breach of the applicable SLAs.**

3. [Change Management](#)

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

3.1. [Types of Changes](#)

Planned Change – Disruptive. Used for deploying new versions of software or new configurations of software that Smarsh reasonably suspects will cause downtime of external services, violate SLAs or is a material change to the user experience (other than a planned change to the user interface).

Planned Change – Non-disruptive. Used for software or configuration changes that have no material user experience impact and do not cause downtime of external services during deployment.

Emergency Change – Used for changes required to maintain SLA or implement a critical security change.

3.2. Notice

Planned Change – Disruptive. To the extent reasonably possible, Smarsh will refrain from performing maintenance that causes interference with or disruption to Client's access to Smarsh SaaS Cloud products during normal business hours for the region in which Client's Smarsh SaaS Cloud product 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) business 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 Smarsh's SaaS Cloud products. Smarsh may perform Emergency Maintenance without providing advance notice to Client.

Professional Archive Maintenance Windows:

- Mon-Fri: 12 AM – 5AM and 8 PM – 11:59 PM Eastern Time, USA
- Weekends: Anytime

Smarsh SaaS Cloud Products Maintenance Windows:

- Mon-Fri: 12 AM – 5AM and 8 PM – 11:59 PM
- Weekends: Anytime

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

Planned Change – Non-disruptive: No notice provided.

Emergency Change: An emergency change window can be opened and executed at any time.

Method of communication: Status Page is used to communicate notices of changes. Clients can subscribe to have distribution emails sent via Status Page.