



SERVICE LEVEL STANDARDS

The following outlines the Service Level Standards offered by Arcserve to Customer:

Service Levels

Arcserve will use commercially reasonable efforts to make the Services available 99.9% or more of the time during any monthly service period. If Arcserve fails to achieve 99.9% service availability in a monthly service period (“Service Level Failure”) for any customer or group of customers, impacted customers are eligible to receive Service Credits (as defined below) that will be applied as a Service Credit against their account.

Subject to the exclusions set forth below, an outage will be defined as any time where the Arcserve Cloud Services are not available for read and restore use by Customer due to a cause within the control of Arcserve.

Service Credits

“**Service Credits**”: (i) are non-transferable; (ii) will be issued in the contracted billing currency; (iii) may only be used against the next billing cycle; (iv) must be requested by Customer within ninety days of the monthly service period in which the Service Level Failure occurred after which the right to such Service Credit expires; and (v) are issued according to the table below.

Service Availability	Service Credit (% of monthly billing in month where outage occurred)
Less than 99.9%	10%
Less than 99.0%	25%

Exclusions

Service Level Standards only apply to unplanned outages. Arcserve does not include in its calculation of downtime any time the system is offline (and Services are not provided) due to:

- Planned maintenance windows where notice of planned unavailability has been given at least 2 business days prior to the outage.
- Force Majeure Events
- Actions or inactions on your part
- Events arising from your systems
- ISP, Internet outages or other outages outside of Arcserve’s control
- Outages associated with any suspension, termination or expiration of this Agreement (or a part thereof)
- Outages outside Outages reasonably deemed necessary by Arcserve