

# Arctera Technical Support Policy

This Technical Support Policy (“**Policy**”) is effective August 6, 2018, (as rebranded for Arctera effective December 10, 2024) and applies on a global basis. It describes the Support we provide to customers for Software covered under active Support Agreements. We reserve the right to amend this Policy periodically and will post updates at <https://www.arctera.io/license-agreements>.

**Scope:** Arctera will deliver Support for your Software in accordance with the terms of this Policy. We will provide Support for Software used in a Supported Configuration. Note that the terms of your Support Agreement supersede any inconsistent terms in this Policy. You are entitled to receive Support during the term of your Support Agreement and in the country or countries for which you have purchased Support, provided that for the applicable Software is installed at locations in which you are authorized to use such license. Capitalized terms when used in this Policy are defined herein, in your Support Agreement, License Agreement, or support handbook (“**Handbook**”).

**Language Support:** We primarily provide Support in English. Our worldwide support centers will use commercially reasonable efforts to provide language support during Regional Business Hours, based on available resources. Please refer to the local language support table posted at <https://www.veritas.com/content/dam/support/terms/Arctera-Local-Language-Support-Table.pdf> for additional information.

**Designated Contacts:** We will provide Support to you through your Designated Contacts. Your Designated Contacts will be responsible for (i) overseeing your request for assistance, and (ii) developing and deploying troubleshooting processes within your organization. Your Designated Contacts must be technically skilled and knowledgeable about the Software and the environment in which it is being used in order to help resolve system issues and to assist us in analyzing and resolving service requests. Otherwise, our ability to provide Support to you may be impaired, and Arctera may request that you replace the Designated Contact.

**Knowledge Sharing:** Our online technical support knowledge base is located at <https://support.veritas.com/> and includes support-related information that you can use to perform self-help.

**Case Management Activities:** You may use Arctera Support online tool at <https://support.veritas.com/> to create, track, update, and close a Case online. Our current Handbook includes information to help you understand how we provide Support to you. Our Handbook, along with certain reference guides and escalation processes, are located at [https://www.veritas.com/support/en\\_US/terms/support-fundamentals.html](https://www.veritas.com/support/en_US/terms/support-fundamentals.html) and <https://support.veritas.com/>. We will use commercially reasonable efforts to manage your Case and address your Problem according to our case management targets given in our Handbook. Our case management targets are goals and not commitments, and the actual timing may vary based on the support offering purchased, the severity of the reported problem, and the country or site where your Software is deployed. You will be responsible for setting the initial Severity Level for your Problem based on the Severity Level definitions in the Handbook. If the seriousness of your Problem changes, we will discuss changing the Severity Level with you. You must provide us with timely responses and any information we may reasonably need to address your Problem. We will take reasonably sufficient steps to address your Problem. Refer to the Handbook for examples of these types of steps. In some cases, we may recommend that we remotely perform diagnostic and troubleshooting activities. To initiate such remote access, we will need your express consent.

**Support Lifecycle:** Arctera provides different levels of deliverables under your Support Agreement depending on where your Software is in its lifecycle. For more information on our product lifecycles and related Support deliverables during those lifecycles, please refer to our Product Life Cycle Policy, posted at <https://www.arctera.io/license-agreements>.

**Acquired Product Lines:** An acquired product line may have different support offerings, deliverables, pricing, or naming conventions than those described in this Policy, and such differences may continue on an ongoing basis. Please refer to your Support Agreement for a description of the deliverables and entitlements you will receive under the support offering

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you have purchased for those acquired products. Note that the term “Support Agreement” refers to your agreement covering support for the acquired products even if a company branded as “Arctera” is not a contracting party.

**Privacy Notice and Data Protection:** You recognize that Arctera will require you to supply certain personal data (such as business contact names, titles, business telephone numbers, business e-mail addresses) about yourself and about your Designated Contacts for Arctera to provide Support and to keep you apprised of Support and Software updates. With regard to personal data of Designated Contacts it is your responsibility to ensure that disclosure of such information to Arctera is consistent and compliant with the Support Agreement, and with Arctera’s privacy policy (as published on <https://www.arctera.io/>), as well as with any national laws governing the collection, use and protection of personal data applicable to your country/region of operation. It is your responsibility (i) to inform Designated Contacts that you are providing their information to Arctera in the United States or other countries that may have less protective data protection laws than the region in which they are situated (including the European Economic Area), (ii) to inform them of how it will be used and (iii) to have all appropriate consents required for such transfer and use. Arctera is a global organization and any information collected during the delivery of Support may be accessible on a global basis by Arctera, its affiliates, partners and subcontractors, including in countries that may have less protective data protection laws than the country in which you or your Software is located. We may use your personal data or other information you provide to us during the delivery of Support to enable us to recommend other Arctera services or products that might be useful to you, though we will provide you with the opportunity to opt-out from such communications. By providing such personal data, you consent to Arctera using, transferring and processing this personal data on a global basis for the uses described in this section. Where Customer’s processing of the personal data provided to Arctera for Support is subject to the General Data Protection Regulation (EU) 2016/679, or other applicable laws that relate to the processing of personal data and privacy that may exist in the European Economic Area and/or Switzerland, Arctera shall process such personal data in accordance with the Data Processing Terms and Conditions at <https://www.arctera.io/privacy>. All questions and requests on privacy matters may be addressed to Arctera International Limited : care of Privacy Office, No. 2 Stemple Exchange, Blanchardstown Corporate Park 1, Dublin 15, D15 E4FN, Republic of Ireland or by email at [privacy@arctera.io](mailto:privacy@arctera.io)

**Rights Regarding Feedback:** Arctera reserves all rights in all suggestions, input and other information or feedback relating to Arctera and its products or services that you provide to us while we are providing Support to you. Arctera may use, and may authorize third parties to use, all such information or feedback for any business purposes whatsoever. Notwithstanding the foregoing, Arctera, Arctera’s affiliates, partners and subcontractors will only use your confidential information as defined under and pursuant to applicable agreements between you and Arctera; and we will only use your personal information in accordance with the section captioned “Privacy Notice and Data Protection” in this Policy.

**Subcontractors:** Arctera reserves the right and you consent to our use of subcontractors to provide Support.

**Your Compliance:** To help us deliver Support to you more efficiently and effectively, you need to follow the terms of your agreements with us. If we determine that you are not in compliance with your License Agreement or Support Agreement, or if you have requested assistance for a copy of Software that is not covered under a Support Agreement, Arctera reserves the right to (1) use Arctera’s standard processes to verify that you are in compliance with your License Agreement or Support Agreement, (2) invoice you for applicable Support fees, if and as appropriate, or (3) in our sole discretion, elect to stop providing Support for that Software license until such time as you become compliant.

**Limitations:** Arctera provides Support to address issues where your Software does not substantially conform to its Documentation.

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where such Software is used in accordance with its Documentation. Therefore, Arctera is not responsible to provide Support for Software that has been damaged by a deliberate act, misuse, accident, modification, natural disaster, act of nature, “act of God,” power failure or surge, unsuitable physical or operating environment, improper maintenance by you or others, or failure caused by components or technology that Arctera did not supply. In addition, we are not responsible for delay or inability to provide Support due to delays you cause or which are caused by network, system or telephone line problems, or by outages or denials of service or any events outside of Arctera’s reasonable control. Arctera is not responsible for any ancillary costs you incur while we provide you requested Support, including without limitation any of your utilities, network bandwidth, cloud consumption or other service provider costs. Arctera is not obligated to provide Support for any Software operating in an Alternative Configuration. In the event you have not used, installed, serviced or implemented all Software in accordance with the Documentation, our Support may be limited or unavailable for your Software. Support is strictly limited to those deliverables expressly stated in your Support Agreement.

## Definitions:

- a) **“Regional Business Hours”** are the standard hours of business operation Monday through Friday, typically between 8 a.m. to 6 p.m. based on the country where the Software is installed. Regional Business Hours exclude holidays and days of rest.
- b) **“Severity Level”** is the classification of the problem based on its impact to the Customer, with Severity 1 as the most critical. Severity Levels are further defined in the Handbook.
- c) **“Supported Configuration”** means a configuration in which the Software operates in a customer’s environment that solely consists of supported operating systems, hardware platforms, software applications, firmware levels, databases, devices, device drivers, and Arctera custom-developed scripts and other configuration elements stated in the customer’s Documentation, or that Arctera has validated, approved, or verified for operation in conjunction with the Software. For these purposes, references to the “environment” include the hardware platforms, operating systems, software applications, and other third-party solutions the customer may be using with the Software.
- d) **“We,” “we,” “our” or “Arctera”** means Arctera or its subsidiaries.
- e) **“You,” “you” or “your”** means you as the customer, the company, or the legal entity that has obtained the Software to which the Support applies.