

# Arcserve Software and Appliance Support Policy

January, 2025

## 1 Overview

Arcserve support for Arcserve products consists of operational assistance and technical support provided by the Arcserve Support team, in its reasonable judgment, during the term of Arcserve support procured by you. Arcserve will supply its software licenses for customers, who have valid maintenance and support contract with Arcserve Support with Upgrades that are made generally available by Arcserve, together with any additional related Documentation.

Support is offered for generally available Arcserve products unless Arcserve specifically designates that software as not eligible for support or the software is licensed by Arcserve on an “AS IS” basis without warranties. You are only eligible to receive Arcserve support if you remain current on all applicable licensing and maintenance fees due and payable to Arcserve and are otherwise compliant with your applicable contractual obligations to Arcserve.

This Arcserve Support Policy and Terms (the “policy”), may be updated or modified by Arcserve from time to time, in its sole discretion. Your continued use of the Support constitutes your acceptance thereof. The terms and conditions governing your use of the Support, and any Arcserve-proprietary software, Appliance or Documentation is subject to the applicable license agreement between you and Arcserve.

Technical support will be performed in a timely and professional manner by qualified support engineers familiar with the Arcserve products which includes:

- For all incidents, direct access to technical support and the ability to open and manage support incidents online through <https://support.arcserve.com>, by seeking assistance via online chat, or by telephone.
- Phone support during normal business hours.
- 24x7x365 telephone support outside of business hours for Severity 1 incidents (*in English*).
- 24x7x365 access to <https://support.arcserve.com> for online technical support and access to software product and Documentation, downloads, Fixes, Service Packs, patch downloads, user groups, user forums, FAQs, webcast recordings, usage tips, technical updates, and other materials are made available by Arcserve.
- Interactive remote diagnostic support allowing technical support engineers to troubleshoot an incident securely through a real-time browser-based or app-based remote-control feature.
- Upgrades for the Arcserve product software if and when Arcserve makes them generally available. Any Arcserve product provided is subject to the same usage limitations and restrictions as the Arcserve product originally licensed to you by Arcserve.

Defined terms used in this policy include the following:

“**Appliance**” means hardware that is bundled with and operates the Arcserve software licensed and pre-installed on the hardware.

“**Arcserve Support**” or “**Support**” means maintenance and support for Arcserve products in addition to warranty support.

**“Documentation”** means specifications, user documentation, products guide, technical manuals, and guides provided by Arcserve along with Arcserve software, hardware and/or cloud services.

**“Fix”** means any change that Arcserve makes to the software, including changes made for purposes of maintaining system compatibility, error correction, improved operation, security and workarounds that establish or help to restore material conformity to the specifications in the Documentation for that software. A Fix is generally an interim solution for a specific customer problem and is typically provided through a targeted point patch or hotfix. A Fix may also include any recommendations or advice provided to you including recommendations that you migrate to a current Version or Release, consideration of the incident in developing a future Version or Release of the software, or other steps to close an open incident in accordance with Arcserve support processes.

**“Release”** means a release of an Arcserve product, which may contain minor new software product functionality, code, or compatibility and incorporates all previous Service Packs and Fixes (if any exist) since the last Version. Typically, a Release requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by Arcserve for a particular product, a Release is tied to the preceding Version and is designated by a number to the right of the decimal point such as 1.1, 1.2, 1.3, etc.

**“Self-Service Support”** means access to self-help tools provided on Arcserve online support, such as software product compatibility information, previously published Fixes, Workarounds, knowledge documents, Resource calculator and other Arcserve software product solutions.

**“Service Pack”** means a set of cumulative Fixes for a particular Version or Release of the software, and typically does not contain new features or functionality. A Service Pack will be available as a download from Arcserve online support. It is generally installed as a software product overlay (also known as a patch). Service Pack nomenclature is tied to the related Version or Release. For example, a Service Pack relating to Version 1.0 would be designated as 1.0 SP 1, 1.0 SP 2, etc., and a Service Pack for Release 2.1 would be designated as 2.1 SP1, 2.1 SP2, etc.

**“Upgrades”** mean software upgrades, including product enhancements, Documentation revisions and error corrections, Service Packs, Versions and Releases for the Arcserve product for which Arcserve support is provided.

**“Version”** means a release of an Arcserve product that contains major changes in software product functionality, code, or compatibility and incorporates the previous Release (if one has occurred), Fixes and Service Packs (if they have occurred). Typically, a Version requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by Arcserve for a particular product, a Version is designated by the number to the left of the decimal point such as 1.0, 2.0, 3.0, etc.

**“Workaround”** means an interim resolution of an incident/problem and may include specific modifications to the software to address critical problems (sometimes also called “hot fixes”). In some cases, the incident addressed by the Workaround will be permanently resolved when you install the next Upgrade; the Workaround itself may be considered final if it materially reduces the impact of an error or defect.

## 2 Service Level Objectives

Arcserve will use reasonable efforts to meet the service level objectives stated in the Service Level Objectives table below with regard to remedial software support and will provide ongoing efforts to resolve Severity 1 support incidents. All incidents can be submitted to Arcserve on a twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year basis. Due to the complexities of technical environments, the table represents an estimate of response times only and actual response times may vary.

## 2.1 Severity Level Descriptions

- **“Severity 1”** means “System Down” or a product-inoperative condition impacting a production environment for which no Workaround is immediately available, such as (i) production server or other mission critical systems are down; (ii) a substantial portion of mission-critical data is at a significant risk of loss or corruption; (iii) a substantial loss of service; (iv) business operations have been severely disrupted; or (v) an incident in which the software causes catastrophic network or system failure or that compromises overall system integrity or data integrity when the software is installed or when it is in operation (i.e. system crash, loss or corruption of data, or loss of system security) and significantly impacts ongoing operations in a production environment.
- **“Severity 2”** means a high-impact business condition possibly endangering a production environment. The software may operate but is severely restricted.
- **“Severity 3”** means a low-impact business condition with a majority of software functions still usable; however, some circumvention may be required to provide service.
- **“Severity 4”** means (i) a minor problem or question that does not affect the software function, (ii) an error in software product Documentation that has no significant effect on operations; or (iii) a suggestion for new features or software product enhancement.

## 2.2 Service Level Objectives

Incident Severity	Initial Response Time
Severity 1	One (1) business hour
Severity 2	Two (2) business hours*
Severity 3	Four (4) business hours*
Severity 4	One (1) business day*

*\*During normal business hours, based on the time an incident is initially submitted online, through chat or telephonically.*

## 2.3 Chat Support

Chat support is provided to all registered customers who are entitled to support and will be available during normal business hours of the respective countries. This is to help customers get preliminary level support on queries and product related incidents. Every chat session opens a support case and if deemed necessary a phone support engineer shall contact the customer and continue further troubleshooting.

### 3 Supported Software

Arcserve Support is provided for the latest Version or Release of the software made generally available by Arcserve. At Arcserve's sole discretion support may be provided for the Product version or releases as mentioned in [Product and Release Announcements](#). All other software products which are part of the solution will be supported as per the standard maintenance from the respective product suppliers.

### 4 Supported Appliance Hardware

Throughout the duration of your active subscription or valid maintenance and support contract for the Appliance hardware and software, Arcserve will accept your initial request for assistance and provide limited support assistance by telephone for the Appliance.

Arcserve has no obligation to support any modifications to the Appliance performed without written consent by Arcserve or Arcserve's agents, or if the Appliance is not used in accordance with the Documentation.

Arcserve has no obligation to replace Appliance or provide additional appliances if future Service Packs, Versions or Releases require appliances other than the originally procured Appliance to function according to the applicable Documentation.

Arcserve's maintenance will cover only the appliance, and its associated parts purchased from Arcserve.

Arcserve recommends that you refresh your Appliance every three to five years to help maintain suitable hardware performance.

### 5 Customer Responsibilities

To receive Arcserve Support, you must maintain a supported environment, which includes the current Versions and Releases and Service Packs of Arcserve's product. All computer hardware, operating systems, and third-party software associated with the affected Arcserve product must be maintained on the latest releases and version levels from the manufacturer that Arcserve designates as compatible with the Arcserve product.

To receive Arcserve support, you must provide the following:

- Sales order number.
- Appliance serial numbers.
- Incident severity level determined in accordance with Arcserve's Incident Severity Level definitions in this policy.
- Software names, Releases, Versions and Service Packs.
- Operating system names and versions, and any other relevant platform details.
- Detailed description of the problem or incident.
- Log files/test cases, memory dumps, and file listings as required
- Names and contact information, including email addresses and telephone numbers of technical personnel who are familiar with the problem or incident and your environment.
- Diagnostic routines and results, if provided by Arcserve

To maintain an incident at Severity 1 status, Arcserve may require that you make a technical contact continuously available to Arcserve to provide further documentation and other information pertinent to the incident, as well as perform resolution testing and other activities necessary for Arcserve to provide continuous efforts in progressing the incident. If you are unable to provide such a resource, Arcserve may reduce the severity level of the incident.

## 6 Technical Support Limitations

- On-site maintenance and support are not applicable for software products and cloud services solutions within the scope of Arcserve Support.
- Arcserve shall not be obligated to provide technical support for non-Arcserve product, Arcserve product that is not used in accordance with the product Documentation, modifications to the Arcserve product, any code not part of the base Arcserve product, product functionality or problems associated with software products running on unsupported hardware, operating systems, or third-party software.
- Arcserve shall not be responsible for any changes in your hardware or operating environment that may be necessary as a result of a Workaround or Fix. You acknowledge that any changes you elect to make to your operating environment may detrimentally affect the performance of Arcserve product and, despite the technical support to be provided hereunder, Arcserve shall not be responsible for such effects upon, or any resulting degradation in performance of, the Arcserve product. Arcserve is not required to provide technical support if you do not perform your responsibilities as stated herein.
- Professional services are provided separately and are not a part of Arcserve Support. Arcserve Support scope of services does not include performing deployments, installations, or system rollouts.

## 7 Hardware Support

- Onsite support is limited to replacement of spare parts and components as identified through remote diagnosis by Arcserve Support.
- Coverage excludes software-related failures, acts of nature such as electrical storms, floods, or fire, acts of war and terrorism, criminal acts, and the user's damage or negligence.
- Remote Help Desk troubleshooting and diagnostics is required to identify the failure and determine the appropriate actions and service components needed onsite prior to dispatching a technician.
- Upon completion of remote diagnostics, the Arcserve Support team will coordinate the components and the field technician to perform the onsite repair within the terms of the program. Onsite Support is provided for hardware part replacement only and does not include onsite troubleshooting or any software or cloud services.
- If you have Arcserve UDP Appliances 8000 Series, the four (4) hour support will require a "Spare Kit" that you have received along with the appliance.

### 7.1 Onsite Support

#### 7.1.1 Arcserve Appliances - Gold Maintenance

- Support requests can be submitted to Arcserve at any time, twenty-four (24) hours per day, seven (7) days per week, any day of the year, including weekends and public holidays. Arcserve will apply reasonable effort to meet the service-level objectives stated in the Service Level Objectives above.
- The standard process of submitting the support request applies to all incidents, including Severity 1 incidents outside of normal business hours for the customer location. Note that outside of normal business hours, the support for Severity 1 incidents will be provided in English.
- After the remote diagnostics is complete and it is determined that an onsite visit is required, the technician

visit to replace the identified part is planned for the next business day according to customer availability. Note, that for Arcserve UDP Appliances 8000 Series the next business day period starts from the arrival of spare parts and components at the customer location.

- Onsite repairs occur during the normal business hours between 8:00 a.m. to 5:00 p.m. local time, Monday through Friday; any onsite activities outside of these hours, including public holidays, are chargeable at established time and materials rates.

**7.1.2 Arcserve Appliances– Platinum Maintenance**

- Support requests can be submitted to Arcserve at any time, twenty-four (24) hours per day, seven (7) days per week, any day of the year, including weekends and public holidays. Arcserve will apply reasonable effort to meet the service- level objectives stated in the Service Level Objectives above.
- The standard process of submitting the support request applies to all incidents, including Severity 1 incidents outside of normal business hours for the customer location. Note that outside of normal business hours, the support for Severity 1 incidents will be provided in English.
- After the remote diagnostics is complete and it is determined that an onsite visit is required, the technician visit to replace the identified part is planned according to customer availability.

Following the completion of remote troubleshooting, diagnosis, and problem determination, an Arcserve support technician will arrange for the failed parts to be dispatched to the location of the appliance and will schedule the on-site visit based on the maintenance agreement program and availability.

If the issue requires an on-site service technician visit for parts replacement, the following applies:

Response Time	On-Site Response Time	Terms & Conditions
Next Business Day	<p>After completion of telephone-based troubleshooting, diagnosis and identification of faulty part to replace, a technician responsible for parts replacement can be dispatched to arrive on-site the next business day.</p> <p>If you are not available on the next business day, you can choose any future business day at your convenience, with the same service conditions applied.</p>	<ul style="list-style-type: none"> <li>• Available five (5) days each week, Available during 0900 hours to 1700 hours local time on regular Business days, excluding holidays.</li> <li>• Calls received by Arcserve after 3:00pm local customer time (Monday-Friday) and /or dispatches submitted after that time may require an additional business day for the service technician to arrive at the customer’s location.</li> </ul>
4 Hours	<p>After completion of telephone-based troubleshooting, diagnosis and identification of faulty part to replace, technician responsible for parts replacement should arrive on-site within <b>four hours</b> .</p> <p>If you are not available within the next four hours, you can choose to receive service at any other time at your convenience.</p>	<ul style="list-style-type: none"> <li>• Available seven (7) days each week, twenty-four (24) hours each day – including holidays.</li> <li>• Available within select four (4) hour response locations.</li> </ul>

Platinum Maintenance customers are entitled to both next-business-day and four-hour, on-site hardware support

services. Platinum Maintenance is subject to availability, depending on the location of the appliance installation and operation. The Arcserve Partner or Arcserve Representative can advise on the availability of the Platinum Maintenance at any time. For Regulatory purposes if customer choose to store spares locally, they will need to purchase spare kit.

Onsite support for Arcserve Appliances is available in most locations, countries, and territories worldwide. In select locations, due to the absence of the relevant facilities and other restrictions, the onsite support cannot be provided.

**As for any Arcserve product, support is not available in any country designated as embargoed countries by the Bureau of Industry and Security of the Department of Commerce of the United States.**

Next Business Day onsite support is available in most countries and regions worldwide.

Four-hour onsite support is available in most countries and territories worldwide, and its availability depends on the exact location of the appliance installation.

Regardless of the support program selected, onsite response times for Appliances begin following the completion of remote troubleshooting, diagnosis, problem determination, and completion of scheduling of the on-site visit.

## 7.2 Onsite Support Process

Prior to contacting Arcserve support, customer must locate the failed appliance serial number to provide to Arcserve support engineer to identify the system and its components and verify the maintenance program. Customer also must provide the site name, address, telephone number, the site contact name, and a brief description of the problem.

Following the completion of remote troubleshooting, diagnosis, and problem determination, an Arcserve support technician will arrange for the failed parts to be dispatched to the location of the appliance and will schedule the on-site visit based on the maintenance agreement program and availability.

## 8 End of Service / End of Life Policy

At any point in product lifecycle, Arcserve may decide, at its sole discretion, when an Arcserve Software Version or Release will be designated “end of service” (“EOS”) and what the end of service date (“EOS Date”) will be.

Arcserve may also decide, at its sole discretion, to withdraw support for a particular operating system, platform, application, or database by following the EOS process. When a Version or Release reaches its EOS Date, new development and provision of new Service Packs or Fixes will not be provided for the EOS Version or Release and Arcserve support will cease.

Previously published Service Packs and Fixes for the EOS Version or Release will continue to be available as part of the Self-Service support.

Arcserve will use reasonable efforts to provide licensees with a minimum of twelve (12) months’ notice prior to the EOS Date of a Version or Release. If a third party withdraws support for an operating system, platform, application, or database, Arcserve may not be able to provide a longer period of EOS notice than the one provided by the third party. Notifications of software product status may include upgrade or migration path information.

All hardware/software\* product(s) part of the Appliance will be End of Life by the end of sixtieth (60<sup>th</sup>) month since shipment. (*\*Arcserve software as part of 10000 series is subscription based*)

## 9 Appliance Warranty & RMA Policy

### 9.1 Appliance Warranty / Coverage

Arcserve warrants to you that for all Appliances licensed by you from Arcserve shall be delivered product in good working order free from defects in workmanship. In the case of product arriving in non-conforming condition, Arcserve agrees to repair or replace said product as per the time periods specified in Exhibit B.

### 9.2 Warranty / Period

All warranty periods shall begin from the date a product is shipped unless otherwise stipulated.

### 9.3 Exclusive Remedy

You and your exclusive remedy and Arcserve's sole liability is that Arcserve will remedy, repair, or replace any Appliance that fails during the Warranty Period. You agree that parts utilized in warranty services may be remanufactured and/or refurbished.

### 9.4 Limitations

The above warranties extend only to you and are contingent upon proper use of the Appliances as set forth in the Appliance Documentation and usage manual(s). The warranties will not apply to any failure caused by: (i) unusual physical, electrical or electromagnetic stress, in each case beyond the specifications provided in the Appliance documentation; neglect; misuse; fluctuations in electrical power beyond specifications; failure of air conditioning or humidity control; (ii) any equipment of software used with the Appliance that is not furnished by Arcserve or authorized in writing to be used by Arcserve; or (iii) installation, alteration or repair of the Appliance by anyone other than Arcserve or as authorized by Arcserve.

### 9.5 RMA Process

Under no circumstances shall you return any allegedly non-conforming Appliance to Arcserve except pursuant to a written Return Merchandise Authorization ("**RMA**") issued by Arcserve.

## 10 Stabilization Policy

An Arcserve product becomes stabilized when no future enhancements, Versions, Releases, development, or Service Packs are planned, but all other Arcserve support features remain in effect, including Self-Service Support. Features and functionality are frozen at the current Version or Release level. You will receive notice that an Arcserve product Version or Release has become stabilized. Notifications of software product status may include upgrade or migration path information. As this is generally the phase preceding an EOL phase, you may be offered the opportunity to license an alternate Arcserve product which provides similar or, in some cases, enhanced functionality.

## 11 Notifications

Any notifications described herein may be provided to you by your Arcserve representative; by letter, fax, or email, and /or by posting on online support.

## 12 Cloud Services

For Cloud services please refer to <https://www.arcserve.com/cloud-services>

## Exhibit A

### Arcserve Warranty Service Policy

Arcserve will provide either a one (1) year\*, three (3) year, or five (5) year limited warranty on the Appliance hardware products beginning on the shipping date. The period of the warranty will be equal to duration of the maintenance or subscription program purchased together with the appliance.

Customer with a maintenance program may choose to renew the program for up to a maximum of five (5) years from the ship date when purchased.

### Technical Support

The Technical Support department is open Monday through Friday, with a “*follow the sun*” methodology and can be contacted via the support contact details located at the <https://www.arcserve.com> website. Arcserve will work with the customer to troubleshoot and diagnose Appliance product issues.

### Hardware Support

#### On-Site Spare replacement Support

On-site spare replacement is available to customers with a valid maintenance and subscription contract.

## Exhibit B

### Shipping Damage

Arcserve includes transportation insurance for all shipments. If an item is damaged during shipping it is the responsibility of the customer to immediately notify Arcserve of the shipping damage. All original packaging must be retained for proper inspection in the claims process. Failure to retain original packaging or to contact Arcserve within seven (7) days of receipt of Product(s) may result in a denied claim. If a third party shipping company is used, it is the responsibility of the third party to handle the claims process and replacement product.

### DOA Coverage

A Product is considered dead-on-arrival (“**DOA**”), if within the first thirty (30) days of shipping the Appliance, product or workmanship defects are present in the Appliance supplied by Arcserve.

Arcserve will cover the cost of domestic shipping to and from the customer via the original shipping method.

To be considered DOA, Appliance should not be able to boot up after proper installation, configuration, and connection. Any other issues upon receipt of unit are handled via standard support process and are not considered DOA.

## Warranty Exclusions

While Arcserve provides a complete and comprehensive warranty there are items and special circumstances that are not covered by Arcserve's warranty. Arcserve is not responsible for any damage done due to these added components, and not covered by Arcserve's warranty.

The following is not covered:

- Lost data on storage media such as hard drives, tape devices, and disk on modules
- Damage caused by the additional components and parts not authorized by Arcserve
- Customer-supplied product installed by Arcserve
- Products damaged by accident, misuse, abuse, improper handling, or environmental conditions
- Products that have been physically damaged, written on, or altered/reworked in any way
- Products that have been defaced or had their labels or serial tags removed
- Products that show evidence of tampering
- External components such as keyboards, mice, cables

## Out of Warranty

Out of Warranty Product(s) are not covered by Arcserve.

## About Arcserve

Arcserve is the world's most trusted data protection and business continuity partner. We work with partners and customers worldwide to bring them award-winning business continuity solutions developed by a team that is laser-focused on innovation, simplification, and your business's success.

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