

Meridian IT Australia

Service Description – mProtect Flex Services

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1. Basic Data Protection Support Services – Scope Inclusions

1.1 Single Point of Entry for Support Requests

Meridian provides a simple and effective entry point for these requests so Client's team can easily submit requests.

- Meridian will act as entry point for all requests and log requests with Commvault.

1.2 Scoping of Request Requirements

Meridian ensures that requests are properly scoped for effective processing. This component is crucial to ensure that the pertinent information is obtained so the correct resources can be engaged to service the request.

Meridian will obtain details related to the request:

- Problem Description
- CommCell ID
- Job Number
- Client Name
- Agent Type/OS
- Error Code & Failure Reason

1.3 Enhanced Communication

Meridian's Global Support Center establishes a communication plan for all requests. The plan aligns expectations and ensures that all parties are properly updated on the status of the requests.

- Meridian will forward details of request to Client by phone / email as required.
- Meridian will confirm request progression with Client.

1.4 Facilitation of Requests to Closure

Meridian manages the progression of requests to ensure movement to resolution. This component includes identifying any potential risks and developing plans to eliminate slowdown due to the potential roadblocks.

- Meridian will maintain check-in points with Commvault and Client to ensure progression of request.

1.5 Account Escalation Management

Meridian serves as your escalation point to Commvault to ensure that the appropriate priority and responsiveness is assigned to each request.

- Meridian will escalate request to Commvault Management if request progression is delayed.

1.6 Reporting

Robust reporting allows you to gain a better understanding of your support requests and the movement of the requests from submission to resolution. Monthly reports regarding the support requests including:

- Open Requests
- Closed Requests
- Total Requests
- Average Age
- Maximum Age

In addition, Meridian will provide monthly reports specific to the Commvault environment, including the following details:

- Library Usage and Trending
- DDB Q&I Time (If Applicable) and Trending
- Reported License Usage

1.7 Quarterly Updates

Meridian's backup software typically releases quarterly updates. As it relates to keeping Client's backup environment up to date, Meridian will provide the following services:

- Advise Client within seven (7) days of the release of a service pack and offer availability to install the updates.
- Upon Client's request and with Client resources present, remotely access Client's backup system and apply updates for the environment during a Client defined window, with Meridian resources not to exceed six (6) hours of effort per quarter.
- The remedy of any issue(s) arising from the installation of updates is not included as a part of this service contract, unless otherwise stipulated within.
- Clients who do not request updates and are behind by more than two (2) Service Packs from current release may not receive support efforts.

2. Essential Data Protection Support Services – Scope Inclusions

The below services are included for those clients who have purchased "Essential" Support Services, and are inclusive of the "Basic" support inclusions (cl 1.0)

2.1 Essential Services - Reporting

On a weekly basis, Meridian will provide reports specific to the Commvault environment, including the following details:

- Job Success Rates
- Client Strike Counts
- Protected Client List

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- Job Success Rates
- Client Strike Counts
- Protected Client List

Meridian will provide an annual backup assessment and health check

2.2 Policy Management

Client may engage Meridian to make changes to already implemented policies in the following manners:

- Change operation schedules for some systems.
- Change retention configuration for storage policies.
- Change global or sub-client level content or filters.

2.3 Limitations of Services

Meridian's Essential Management services do not include the following:

- Implementation or other broad scoped services deemed to be project based.
- On demand backup or recovery operations.

3. Standard Data Protection Support Services – Scope Inclusions

The below services are included for those clients who have purchased "Standard" Support Services, and are inclusive of the "Basic" support and Essential inclusions (cl 1.0 and cl 2.0)

Upon identifying an issue within Client's backups or backup environment, Meridian will take the following steps:

- Review error code and job logs to determine cause of failure.
- Troubleshoot problem and communicate any configuration changes that may need to be implemented for resolution.
- Engage vendor level support requests for advanced troubleshooting and diagnosis.
- The following limitations exist within the proactive management services Meridian provides:
- Troubleshooting and issue resolution is performed up to the backup agent. Environmental issues or changes required outside the backup software will be advised by Meridian staff but fall outside the scope for implementation.
- Meridian will require approval to re-run backup operations outside of the designated window. Without such approval, the next day's backup will determine success or failure of troubleshooting.

3.1 Limitations of Services

Meridian's Standard Management services do not include the following:

- Implementation or other broad scoped services deemed to be project based.
- On demand backup or recovery operations.

4. Service Levels (Software Support)

4.1 Service Level Agreement

- Normal Business Hours
 - For critical issues, Meridian will open a Commvault ticket and begin triage within 30 minutes of being notified by Client.
 - For non-critical issues, Meridian will open a Commvault ticket within one (1) hour of being notified by Client.
- Outside Business Hours
 - For critical issues, Meridian will open a Commvault ticket and begin triage within one (1) hour of being notified by Client.
 - For non-critical issues, Meridian will open a Commvault ticket within two (2) hours of being notified by Client.
- All Requests
 - Commvault has SLAs for which Meridian is not responsible.
 - SLA can be found at <https://ma.commvault.com/AdditionalInfo/GlobalTechnicalSupportGuide>

5. EULA

Client hereby agrees to the terms and conditions of the End User License Agreement located at https://documentation.commvault.com/11.24/essential/94916_commvault_systems_inc.html

6. Clients Responsibilities

The following activities are the responsibility of Client. Failure to fulfill these responsibilities may impact Meridian's ability to successfully provide the services detailed in this agreement.

- Client shall designate a primary contact person for all services related communications.
- Client is responsible for engaging Meridian for service assistance via the process established on the Support Escalation Process document.
- Client will provide the necessary documentation related to contracts required to implement the services.
- Participate in project kick off call and any subsequent status meetings.
- Client is responsible for confirming that all environmental and physical considerations have been addressed (rack space, HVAC, access, cables, connectivity, etc.).
- Once issue has been resolved, Client will contact Meridian to provide a status update. Meridian will contact Commvault to close request. Meridian will update log and identify issue/call as complete.

7. Assumptions and Limitations

- Client understands that non-contracted devices have not been included within the scope of this proposal, and inclusion of any additional devices appliances, and/or applications may result in updates to this Agreement.
- The proper performance and configuration of all existing Client equipment, systems and software not explicitly part of this engagement are the responsibility of Client.
- Client shall allow access to the Commvault environment contained within CommCell noted under Systems Covered in order to ensure compliance with this Agreement. Client will provide access or escort (if needed) thru facilities, including building and elevator access at no additional cost to Meridian.
- FOR COMMCELLS COVERED UNDER THIS AGREEMENT, CLIENT AGREES NOT TO OPEN SUPPORT TICKETS DIRECTLY WITH COMMVault THROUGH COMMVault'S SUPPORT HOTLINE OR ONLINE SUPPORT PORTAL.
- No rights to any intellectual property residing in the software ("the Products", documentation, data or other information furnished or disclosed by Meridian hereunder (hereafter "Meridian Information") are granted except the right to use such Meridian Information incidental to the use of the Products purchased under

this Agreement. Similarly, any data or information furnished or disclosed by Client hereunder are provided solely to enable Meridian to provide Services to Client. Meridian Information and Client Information are collectively referred to as "Information". Meridian and Client will each use the same standard of care to protect the Information of the other party which it uses to protect its own confidential information of a similar nature, but no less than a reasonable degree of care. Meridian nor Client shall have any right to copy, reproduce or disclose the Information of the other party to third parties, in whole or in part, without the prior written permission of the party originally providing the Information under this Agreement.

- Client acknowledges that Commvault may limit its support for versions of the Software, other than the most recent release and/or enhancement. If Client chooses not to install a new release or enhancement, Client's version of the Software may no longer be supported by Commvault, in which event Client would not be entitled to extend the term during which such limited support services are to be provided by Commvault beyond the expiry of the year following the year in which Client chose not to install a new release or enhancement.
- Client agrees that all Equipment and/or Products purchased or licensed under the Sale Agreement shall be operated and maintained exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Meridian and/or Commvault's written instructions. Except for damages resulting from Meridian and/or Commvault's sole negligence, Client agrees to indemnify and hold Meridian/Commvault harmless from and against all claims, demands, actions, causes of actions, judgments and costs, including reasonable attorney's fees, arising out of or in connection with the operation and maintenance of the Equipment and/or Products provided by Meridian.
- **Client shall (or allow Meridian) to keep activated at all times, the "cloud reporting" license feature of the Commvault software during the Term. Failure to do so will result in a suspension of Client's licenses and Meridian and/or Commvault may suspend services and terminate this Agreement. Additionally, if Meridian is not managing the Commvault environment, Client shall ensure such cloud reporting license feature remains updated with the then-current version provided by Commvault from time to time.**

8. Limitations, Changes and Exclusions

Any changes to the agreement which require additions, omissions, or modifications to the original Scope of Services will be documented in a change order and will need the review and written approval of both Meridian and Client. Approved changes could result in additional or reduced overall costs.

9. Client Contacts

The client contact listed above has been identified for directing the specific activities of their respective employees and has sufficient authority to represent Client, on matters arising in connection with the performance of the respective services. Client may replace the identified person on written notice to the other party.