

OUR CUSTOMER TERMS CLOUD SERVICES – VERITAS ENTERPRISE VAULT

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Certain words are used with the specific meanings set out below or in the [General Terms section of Our Customer Terms](#).

1 ABOUT THE VERITAS ENTERPRISE VAULT SECTION

- 1.1 This is the Veritas Enterprise Vault section of Our Customer Terms. Depending on the nature of the products and services you are receiving under this Cloud Services section, provisions in other parts of the Cloud Services section, as well as in the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm>, may apply.
- 1.2 Unless you have entered into a separate agreement with us which excludes them, the General Terms section of Our Customer Terms also applies. See section one of the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm> for more detail on how the various sections of Our Customer Terms are to be read together.
- 1.3 See section one of the General Terms of the Cloud Services section for more detail on how the various parts of the Cloud Services section are to be read together.

2 VERITAS ENTERPRISE VAULT APPLICATION

Veritas Enterprise Vault is not available for purchase by new customers from 21 September 2018. Existing customers can continue on their applicable terms until further notice.

What is Veritas Enterprise Vault?

- 2.1 The Veritas Enterprise Vault application is a cloud based email archiving application. It archives internal and external emails off-site, while providing on-demand access to emails after they have been archived.
- 2.2 We provide two Veritas Enterprise Vault packages that you can select from, as described in the table below.

Veritas Enterprise Vault non-severable packages		
Application components	Veritas Enterprise Vault.cloud	Veritas Enterprise Vault Enhanced.cloud
Veritas Enterprise Vault Personal.cloud	✓	✓
Veritas Enterprise Vault Discovery.cloud	✓	✓
Veritas Enterprise Vault Mailbox Continuity.cloud.		✓
Features		
Automatic email archiving	Inbound and Outbound	Inbound and Outbound
Basic search	✓	✓
Advanced search	✓	✓
Restore deleted or lost emails	✓	✓

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Access archived email via Microsoft Outlook	✓	✓
Support for Microsoft Exchange and Microsoft Office 365 servers	✓	✓
Legacy data import*	✓	✓
Access mailbox during an outage		✓
Continue to send and receive email during an outage		✓
Continue to access historical emails during an outage		✓

* Note: this application feature is not available as a standalone application.

Eligibility

- 2.3 Your email system or other relevant system must be permanently connected to the Internet with a fixed IP address.
- 2.4 We cannot provide the Veritas Enterprise Vault application to you if your email system or other relevant system is connected to the Internet through dial-up or ISDN lines, or where the IP address of your email system or other relevant system is dynamically allocated.

User numbers

- 2.5 You must select a minimum of 10 user licences for each Veritas Enterprise Vault application.
- 2.6 If you apply to add additional users during you're the Initial Term, the Initial Term for each additional user will expire at the same time as the Initial Term for your initial application. If adding the additional users moves your subscription into a new pricing tier, all users under your subscription will be charged on the basis of that new tier from the date you increased the users.
- 2.7 If you wish to remove a number of users from your subscription (e.g. decrease the number of users under your subscription) you can decrease the number of users from your subscription in Telstra Apps Marketplace. If your plan or individual user licences is cancelled before your minimum term has ended, you'll need to pay us an Early Termination Charge (ETC) for each user licence cancelled. The ETC is calculated as 65% of the monthly charge multiplied by the number of user licences cancelled multiplied by the number of remaining months in your plan term, plus the set up charge (if there is one).

3 APPLICATION FEATURES

- 3.1 The applications available with the various Veritas Enterprise Vault packages are described in the table below.

Application	Description
Veritas Enterprise Vault Personal.cloud	Veritas Enterprise Vault Personal.cloud is an internet-based email archiving application which is

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Application	Description
	<p>designed to give your individual users access to their own personal email archives directly from Microsoft Outlook or Outlook Web Access (where supported) in order to find and restore lost or deleted emails.</p> <p>Your inbound and outbound emails (including attachments) are captured in an online searchable repository ("Personal Archive"), which your users can search to find lost or deleted emails.</p> <p>You users can also:</p> <ul style="list-style-type: none"> • access the Personal Archive from Microsoft Outlook, Outlook Web Access (where supported), IBM Lotus Notes, BlackBerry devices and through a browser-based, secure website; • search the Personal Archive for specific emails; • if enabled, compose, reply to and forward messages directly from Veritas Enterprise Vault Personal.cloud, as they would in Outlook or Notes; • create custom searches, based on certain criteria (e.g. date range, email sender, attachment type, etc.) and then save them so Users can re-run them as needed; and • use your Personal Archive to recover historical emails if a computer is lost or stolen.
Veritas Enterprise Vault Discovery.cloud	<p>Veritas Enterprise Vault Discovery.cloud is an internet-based email archiving application designed to expedite legal discovery (e-discovery) requests, enforce email use policies and aid in mitigating data loss. It also helps you manage and protect emails relating to lawsuits/legal holds, and aids in protecting privileged communications.</p> <p>This application also stores and indexes emails (including attachments), and BlackBerry® messages (SMS text, PIN-to-PIN, call log) in a centralised, online repository.</p> <p>You can:</p> <ul style="list-style-type: none"> • place legal holds on specific communications (based upon search criteria) to aid in safeguarding your staff or automated deletion policies from inadvertently deleting case-relevant emails; and • tag emails related to a specific case or legal matter and then export emails into a third-party case management solution or other application for further review and analysis. <p>Your reviewers can:</p> <ul style="list-style-type: none"> • navigate through search results, identify highlighted search terms and tag potentially harmful emails, so they are easily retrievable for further review; • create and save customized email searches based on your email policies, and re-run them as necessary; and

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Application	Description
	<ul style="list-style-type: none"> • set up policy alerts to notify them when an email meets specified criteria. <p>Veritas Enterprise Vault Discovery.cloud search log captures the activities of reviewers, so administrators can conduct appropriate reviews.</p>
<p>Veritas Enterprise Vault Mailbox Continuity.cloud</p>	<p>If we, or our suppliers, are unable to establish an SMTP connection to you, your emails will be routed to the Veritas Enterprise Vault Mailbox Continuity.cloud application ("Continuity Event").</p> <p>To avoid doubt: (a) if your firewall acts as a proxy and responds on behalf of the mail server, or (b) if your mail server issues any response (including error codes), this will constitute an SMTP connection and will not be a Continuity Event.</p> <p>The Veritas Enterprise Vault Mailbox Continuity.cloud allows your users to access emails via a dedicated folder in Microsoft Outlook or a web-based user interface during an Continuity Event, where your users can:</p> <ul style="list-style-type: none"> • view up to 90 days of historical emails; • create, reply to and forward emails during a Continuity Event; and • use common tools such as spell checking, inserting attachments and formatting.
<p>Optional add-on: Veritas Enterprise Vault.cloud – Legacy Data Import*</p>	<p>This is an internet-based application which provides you with the option to migrate and ingest your existing legacy email data into your archive repository. The application then allows you to search and access your email archive from your Veritas Enterprise Vault.cloud application.</p> <p>You must extract the data and provide it to us in PST, MSG or EML format. The Veritas Enterprise Vault.cloud - Legacy Data Import application assigns ownership to each message that has been located. Messages that cannot be directly assigned to a specific individual are archived into a 'catchall' mailbox within the email archive.</p> <p>All migration activity can be logged and audited to provide integrity of your email records and maintain 'chain of custody'.</p> <p>The maximum email size (including attachments) that can be ingested by the Veritas Enterprise Vault.cloud – Legacy Data Import application is 40MB.</p>

* Note: the Veritas Enterprise Vault.cloud - Legacy Data Import application is not available as a standalone application and is only available if you have Symantec.cloud Email Protect, Symantec.cloud Email Safeguard, Symantec Email Protect.cloud, Symantec Email Control.cloud Symantec Email Protect and Control.cloud, which are available for purchase from Telstra through the Telstra Apps Marketplace. You will also be provided with access

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to ClientNet via a secure password protected login; which is an internet-based configuration, management and reporting tool that allows you to view data and statistics on your use of the Veritas Enterprise Vault application.

Your data

- 3.2 Your data will be stored or archived using the Veritas Enterprise Vault application during the Initial Term, and for a period of 120 days after expiry of the Initial Term, or 120 days after the termination date if the Veritas Enterprise Vault application is terminated before the Initial Term expires (collectively, the **"Post-Termination Retention Period"**).
- 3.3 During or before the Post-Termination Retention Period, you must instruct us in writing to:
 - (a) delete your data at no charge (unless prohibited by law or court order); or
 - (b) provide you with an offline copy of your data in PST format via hard disk media at our (or our supplier's) then current rates and at the rate of no more than two terabytes delivered per month until all your data is returned to you.
- 3.4 In the event you fail to provide written instruction to us, we will delete your data (unless prohibited by law or court order) at the expiration of the Post-Termination Retention Period.

Limitations

- 3.5 The maximum email size (including attachments) that can be ingested by the Veritas Enterprise Vault application is 50MB.
- 3.6 You acknowledge and agree that the Veritas Enterprise Vault application does not replace your need to backup your mail server locally. In the event that you need to rebuild your mail server, you should rebuild it from locally managed data rather than from the Veritas Enterprise Vault application archive.
- 3.7 You acknowledge and agree that the scanning applications provided by us (and our suppliers) do not:
 - (a) scan all emails that originally enter the Veritas Enterprise Vault application; and
 - (b) scan emails that are released from the Veritas Enterprise Vault application for reinstatement to your or your user's mailbox.

Accordingly, we (and our suppliers) are not responsible for any virus, spam, images or inappropriate content that such reinstated emails may contain.

- 3.8 We and our suppliers are not responsible for and do not accept any liability resulting from:
 - (a) information stored or passing through the Veritas Enterprise Vault application;

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- (b) any slow down in network capacity as a result of email originating from a disreputable source (such as a spammer); and
 - (c) any delivery or non-delivery of an email, web page, image or other content,
 - (d) where that liability is not directly or indirectly attributable to us or our supplier's breach of Our Customer Terms or negligent act or omission.
- 3.9 You acknowledge that in certain countries you may have to obtain the consent of each individual person to use the Veritas Enterprise Vault application.
- 3.10 You are responsible for checking any local laws applicable to your use of the Veritas Enterprise Vault application prior to obtaining the application from us.
- 3.11 We and our suppliers do not accept any civil or criminal liability that may be incurred by you as a result of the operation of the Veritas Enterprise Vault application or your (or your user's) use of the application.
- 3.12 During a Continuity Event emails will be delivered to your primary email server at the point such server again begins to accept emails, with the exception that any emails which have been queuing for more than seven days will not be delivered, and you must instead retrieve the emails from the Continuity Event email archive.
- 3.13 You acknowledge and agree that email encryption may be attempted but may not be achieved, and therefore any emails may not be encrypted. Accordingly, you should not send or receive sensitive data via the Veritas Enterprise Vault Mailbox Continuity.cloud application and you do so entirely at your own risk.
- 3.14 You acknowledge and agree that the Veritas Enterprise Vault Mailbox Continuity.cloud only delivers email to a single nominated server per specified domain and 'per User routing'. You agree to configure the Veritas Enterprise Vault Mailbox Continuity.cloud application as a failover delivery route with the ClientNet interface and to further inform us of the delivery location (Mailhost name or IP address) by domain of your mail servers at commencement of your Veritas Enterprise Vault Mailbox Continuity.cloud application. You must update us of any changes to such delivery location. You acknowledge that your failure to make such configurations or to provide us with such delivery information may adversely impact the functionality of your Veritas Enterprise Vault Mailbox Continuity.cloud application.

Export Controls

- 3.15 The Service Software for the Veritas Enterprise Vault application is of United States origin for the purpose of United States export controls. You must comply with all applicable national and international laws that apply to the Service Software including the United States Export Administration Regulations. You must not directly or indirectly export, import or transmit the Service Software contrary to any laws or regulations concerning such export, import, transmission or use.

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Audit

- 3.16 We (or a third party acting on our behalf) may periodically audit you on reasonable notice to ensure that you are complying with your obligations in relation to the Veritas Enterprise Vault application (including the Service Software).

Additional cancellation or suspension rights

- 3.17 We may immediately suspend or cancel some or all of your Veritas Enterprise Vault application if:
- (a) we become aware that your email systems allow unknown or unauthorised third parties to send and/or receive emails from your email systems; or
 - (b) we believe that your continued use of the Veritas Enterprise Vault application would compromise the security of this application; or
 - (c) you fail to comply with the export controls set out above.
- 3.18 If we cancel your Veritas Enterprise Vault application you must return to us or destroy (at our choice) any documentation and other materials relating to the Veritas Enterprise Vault application or our supplier's business that you may have under your possession or control.

4 CHARGES

- 4.1 The charges for your Veritas Enterprise Vault application will depend on which offer you select.
- 4.2 We will charge you a monthly charge for each offer that you have (as set out in the Telstra Apps Marketplace).

5 TERM AND EARLY TERMINATION CHARGE

- 5.1 You must take up the Veritas Enterprise Vault application for an initial term of 24 months ("**Initial Term**").
- 5.2 If your Veritas Enterprise Vault application is cancelled or terminated (other than for our material breach) during the Initial Term, we may charge you an early termination charge calculated as 65% of the monthly charges for the subscription multiplied by the number of remaining months in the Initial Term, plus any set up charges (if there is one).