arcserve®

## I.  GUARANTEED DATA RECOVERY FROM A RANSOMWARE ATTACK OR YOUR MONEY BACK

Like most Data Protection vendors, at Arcserve we have many Customers that have unfortunately been hit by one or more Ransomware attacks.  However, unlike other Data Protection vendors, when an Arcserve Solution secured by Sophos Intercept X Advanced cybersecurity, is implemented and aligned with Arcserve's 3-2-1 best practice approach, we guarantee that one or more copies of the Customer's data will always be available for recovery in the event of a ransomware attack, or your money back.

Arcserve is providing the Money Back Guarantee Program (the "Offer"), because we stand behind our Products and Best Practices and have absolute confidence that when the Arcserve Solution is implemented with our 3-2-1 best practices secured by Sophos Intercept X Advanced cybersecurity, one (1) or more copies of your data will be available for recovery in the event of a ransomware cyber-attack.

In the event a copy is not available for recovery and all terms and conditions of this Offer are met, Arcserve will refund the monies received for the purchase of the Arcserve Solution.

## II.  OFFER REQUIREMENTS

This Offer is limited to Customers who have purchased Arcserve Product(s) (including Appliance, Cloud or UDP 9.1) secured by Sophos Intercept X Advanced cybersecurity, with a Money Back Guarantee through Arcserve Authorized Distributors or Resellers and who followed Arcserve's Implementation Best Practices.

1. The Customer must implement a 3-2-1 best practice data backup strategy:

    (i)   Three (3) x copies of the backup image
    (ii)  Two (2) x of these copies in two (2) different locations
    (iii) One (1) x copy offsite in an 'air gapped' repository, removable storage media, secured immutable cloud, or a copy unplugged from network

2. Arcserve UDP implementation must follow Arcserve guidelines and best practice.

    (i)   This must include implementing the UDP platform *'off domain'*.
    (ii)  This requires having at least one (1) system administrator responsible for managing the day-to-day operations of the Arcserve UDP Solution and this individual must take the designated Arcserve Certified Training courses.

3. Sophos Intercept X Advanced cybersecurity software must be installed and activated on the UDP platform according to Arcserve best practices (*ie. must be using Arcserve security software*).

4. Arcserve Solution must be under an active maintenance contract.

5. All Arcserve software and Sophos Intercept X Advanced cybersecurity software must be kept up to date with the latest security patches.

6.     Customer must open up an Arcserve technical Support Case through https://support.arcserve.com/ *before* Customer attempts to restore from backup.

7.   Customer must define the data they want to ensure recovery of and perform restore /recovery tests to validate the data not less than once every six (6) months from the date of purchase, and provide the written results of all such restore /recovery tests to Arcserve upon request.  Customer will enter all written results via the Support Case link created by Salesforce.

8.   Customer must agree to an Arcserve Data Protection Audit during installation process of the Purchased Solution to confirm that all steps identified above have been implemented satisfactorily.

9.   Audit report must be signed by both Arcserve and Customer.  It is Customer's responsibility to inform Arcserve in writing of any changes to the audited environment within fifteen (15) days of the effective changes.  Arcserve, at our discretion, may request to validate the suitability of any changes as they relate to this Offer.

### III.  CLAIMS

#### A.   CLAIM ELIGIBILITY VERIFICATION PROCESS:

1.   Customer had implemented Arcserve guidelines and best practice during the installation process, and an Implementation Best Practices Audit had been conducted, documented and signed by both Arcserve and Customer.  Customer had also provided written notification to Arcserve of any changes to the audited infrastructure within fifteen (15) days of the change, with appropriate written agreement from Arcserve on continued suitability of the backup environment.

2.   Customer had incurred a validated ransomware cyber-attack and raised an Arcserve Support Case following all standard procedures through https://support.arcserve.com/.

3.   Customer has lost access to the data that is protected by the Arcserve solution purchased with this Offer.

4.   Customer cannot recover a copy of the data from any of the data stores that are protected by the Arcserve Solution purchased with this Offer.

5.   Customer has an active maintenance agreement for the Arcserve Solution secured by Sophos Intercept X Advanced cybersecurity purchased with this Offer, and is using a supported version of the software, including all required patches.  Customer must deploy the latest patches no more than fourteen (14) days after Arcserve and/or Sophos makes the relevant patch(es) available for download.

6.   If Arcserve Technical Support deems that a copy of Customer's data is not available for recovery as documented in writing, Customer is eligible to file a claim.

#### B.     CLAIM SUBMISSION:

1.     Claim Form will be available through support case < Manage Your Case > "Arcserve Money Back Guarantee Claim Form".

2.   Customer must provide all details and required supporting documentation as requested by the Claim Form.

3.   Submitted Claim form will be reviewed by Arcserve Sales and pre-sales team.

4.   Customer must agree to a post-event audit to be conducted by Arcserve pre-sales team to verify their compliance with Arcserve's Implementation Best Practices.

5.   Post-event Audit findings must be documented and accepted by both parties involved (Arcserve and Customer).

6.   If post-event audit findings support Customer's claim, Arcserve will process Customer's claim and issue a refund, of the moneys paid for the Arcserve Solution.

## IV.   REFUNDS

1.   Arcserve will provide the refund directly to Customer by bank transfer within sixty (60) days from the date of final approval of the claim, based on post-event audit findings.

2.   Refunds are based on the net amount paid by Customer to the Arcserve Authorized Distributor /Reseller for the Arcserve Solution including fees paid for the software license, appliance and /or cloud services, less promotional offer value if one was used, as applicable.

3.   Arcserve will not refund freight, taxes/duties, or any other charges incurred by the Customer in receiving the Product.

4.   Customer must present the applicable invoice from Arcserve Authorized Reseller and proof of payment to Arcserve Authorized Reseller.

5.   Customer is not required to return the product to Arcserve.

6.   Customer is limited to one (1) claim per solution purchased.

7.   Arcserve decision on all matters relating to the Offer is final. Arcserve reserves the right to change these terms and conditions or discontinue the Offer at any time.

8.   If Arcserve discontinues the Offer, Arcserve will process claims made before expiration date of Offer and issue refunds if those claims are accepted.

**BY ACCEPTING THE REFUND UNDER THIS OFFER CUSTOMERS WAIVE ALL RIGHTS TO ANY FURTHER CLAIMS FOR DAMAGES AND LIABILITIES RELATED TO ARCSERVE SOLUTIONS AND ARCSERVE PRODUCTS.  THIS OFFER DOES NOT APPLY DUE TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CUSTOMER, OR DUE TO A DISGRUNTLED EMPLOYEE OR AGENT OF CUSTOMER.**