

This Service Schedule should be read in conjunction with the General Terms & Conditions and the appropriate Work Order. It has been written to serve as a schedule between bluesource and the Reseller, and where applicable, between the Reseller and Customer.

1 Service Overview

The bluesource 247 SUPPORT Service provides a reliable 24x7x365 remote support service for the Customer, so that when an Incident is experienced, the Customer can reach out for support with the knowledge and comfort that they are covered for products specified under a relevant Work Order/Agreement.

For the purpose of this Service Schedule, in addition to those in the General Terms & Conditions, the following definitions apply:

“Agreement”	the agreement between the parties for Service, incorporating this Service Schedule, General Terms & Conditions and Work Order.
“Business Day”	08:00 – 18:00 BST/GMT, as appropriate, on a day other than a Saturday, Sunday or a public or bank holiday in England and Wales or Scotland.
“Customer”	the organisation buying and using the Service through the Reseller.
“Designated Contact”	an employee of the Customer or Reseller nominated as a contact point for bluesource.
“Fees”	the price to be paid by the Reseller to bluesource, and Customer to Reseller, for provision of Services as set out in the Agreement, as amended by the Parties in writing from time to time.
“General Terms & Conditions”	the terms and conditions of business agreed between the Reseller and Bluesource, or Reseller and Customer, as applicable to the relationship between the parties.
“Incident”	a technical issue associated with any related software or hardware that bluesource is supporting for the Customer. The technical issue is opened by bluesource’s service desk with a unique case ID and placed in bluesource’s Incident management system.
“Initial Term”	the first Term specified in a Work Order.
“Renewal Term”	an extension of the previous Term (whether Initial or Renewal) for one year unless otherwise agreed between the Parties.
“Renewal Term Fee”	the price to be paid by the Reseller to bluesource, and Customer to Reseller, for provision of the Services under a Renewal Term, to be calculated (unless otherwise agreed by the Parties in advance) as one-year pro-rata to the Fees payable under the Initial Term, then accounting for any increase in price to costs or materials (since commencement of the Initial Term) that bluesource must incur in order to provide the Services and/or Materials.
“Reseller”	an organisation selling bluesource’s services to their customers, including the Customer.
“Services”	the services to be provided by bluesource to the Customer as described in a Service Schedule and Work Order, including this “Service” for 247 Support service.
“Service Schedule”	this service schedule which describes the Service.
“Service Start Date”	the date the Service is agreed to start, and in absence of this date, the date the order was placed with bluesource by Reseller.
“SMC”	bluesource’s global service management centres providing personnel responsible for delivery of the Services.
“Term”	the duration of the Service.
“Ticket”	a ticket raised for bluesource to resolve an Incident for Customer.
“Work Order”	the document detailing an order for the Service agreed in writing by the relevant parties.

2 Term and Termination

This Service Schedule shall commence on the Service Start Date and shall continue for the Initial Term stated in the Work Order subject to the provisions of the General Terms and Conditions. Thereafter this Service Schedule shall automatically renew for additional 12-monthly Renewal Terms, unless terminated in advance by providing at least 90 days' written notice in advance of the end date of any Term in order to terminate the Services on the end date of that Term.

Should the Agreement be terminated for any reason, any agreed sums owing, including any remaining balance of the Fee or Renewal Term Fee shall be due for payment in full by the Customer and Reseller.

Where a Service is terminated prematurely by either the Reseller or Customer, and bluesource has been required to enter a Third-Party contract ("TPC") to facilitate the Service, as detailed in the relevant Agreement if applicable, the Reseller will owe to bluesource, and Customer to Reseller, as a debt the sum due from bluesource to the third-party under the TPC, pro-rata to the date of Termination if appropriate.

3 Service Availability

The SMC will be available 24 hours a day, 7 days a week, for Priority 1 and 2 incidents/problems. It will be available for Priority 3 and 4 incidents/problems/service requests during Business Days and outside of these hours, logged the next Business Day.

4 Service Inclusions

Service Description	Support Service
24x7x365 remote support/remediation for escalated Incidents by the Customer	Included
Incident prioritisation and classification	Included
Escalation of incidents to vendors (subject to support agreements)	Included
Up to 4 Named Callers	Included

5 Service Levels

When an Incident is escalated to bluesource it is received and logged as a Ticket, assessed and then assigned a priority based on bluesource's experience. An engineer will be assigned to start working on the ticket within a targeted response time ("Target Response Time") as below:

Priority	Target Response Time
P1 – Critical Business Impact	15 minutes
P2 – Severe Business Impact	60 minutes
P3 – Inconvenient Business Impact	1 Business Day (within 10 hrs)
P4 – Minor Business Impact	Next Business Day (within 20 hrs)

The Target Response Time for P1 and P2 classified Incidents applies 24/7/365.

The Target Response Time for P3 and P4 classified Incidents applies during the Business Day.

If the Customer needs to raise the priority of a service ticket for any reason it should contact the SMC who will endeavour to review the assigned priority on a case by case basis.

The Priority definitions are:

P1 - CRITICAL BUSINESS IMPACT with no workaround, where the use of a critical system is impossible in the production environment, or severely risks critical business operations.

examples:

- Complete loss of service
- Loss of connectivity in the live environment
- Hardware failure in the live environment, causing a major business impact
- Server "Out of disk space" in the live environment
- Server down and unresponsive, impacting business

P2 - SEVERE BUSINESS IMPACT with no workaround, where major functionality is severely affected or restricted, but not causing immediate work stoppage, and operation can continue in a restricted fashion.

examples:

- High server processor utilisation
- Issue with server log file size
- Journaling not working
- Whole Department outage

P3 - INCONVENIENT BUSINESS IMPACT, where there is a moderate loss or degradation of services but work can reasonably continue in an impaired manner.

examples:

- Errors encountered when upgrading supported software which is affecting service, but not crippling the live environment
- Error reported opening vaulted items

P4 - MINOR BUSINESS IMPACT, where there is a minor loss or degradation of services but work can reasonably continue in an impaired manner, or a query regarding a product/service.

examples:

- Minor Changes
- General queries
- Monitoring configuration adjustment
- Upgrades
- Patching

6 Raising a Ticket

A Ticket can be raised by a Designated Contact by calling the SMC on **0345 3192200**, or by emailing **support@bluesource.co.uk**

P1 classified Incidents must be reported by telephone in order to receive the appropriate response.

P2, P3 and P4 classified Incidents may be reported by either telephone, or email.

Outside of the Business Day, issues may be reported via email and will be logged the following Business Day.

Where necessary to troubleshoot and resolve an Incident, bluesource may, with the Customer's permission and supervision, have to remote on to the Customer's environment using appropriate software, such as "LogMeIn", or similar.

7 Customer Obligations

The Customer shall:

- Provide reasonable and relevant access necessary for bluesource to troubleshoot and resolve the Incident.
- Provide any relevant documentation reasonably required for bluesource to provide the Service.
- Provide a list and contact details of authorised personnel, who can engage with bluesource support.

- Maintain relevant Third-Party support and maintenance contracts.
- Communicate up to date Customer contact information and ensure that bluesource is informed of any such changes.
- Promptly pay Reseller for the Service, in accordance with the General Terms & Conditions and Work Order agreed between Customer and Reseller.

8 Reseller Obligations

The Reseller shall:

- Procure that the Customer shall meet their responsibilities listed in Section 7 (Customer Obligations) above.
- Maintain the Customer and Reseller relationship.
- Be responsible for the Agreement between Customer and Reseller, including any flow down of terms from its own Agreement with bluesource, as necessary.
- Provide any relevant documentation reasonably required for bluesource to provide the Service.
- Provide a list and contact details of authorised personnel, who can engage with bluesource support as Designated Contacts.
- Communicate up to date contact information for Reseller and/or Customer, and ensure that bluesource is informed of any such changes.
- Promptly invoice the Customer for the Service.
- Promptly pay bluesource for the Service, in accordance with the General terms & Conditions and Work Order agreed between Reseller and bluesource.

9 Data Processing

Personal Data provided by the Customer and Reseller shall, unless otherwise agreed in writing by both Parties, be processed in accordance with bluesource's Data Processing Policy, available at <https://www.bluesource.co.uk/privacy-and-governance/>, and the relevant Agreement, including this Service Schedule.

Where a Subcontractor is engaged to deliver all or part of the Service, the Subcontractor may process Personal Data as reasonably required to deliver the Service, without any further processing and not for any other purpose.

If the Work Order includes services for Veritas NetBackup and backup technologies, the following Subcontractor will deliver such services on behalf of bluesource as their trusted partner:

- **Harbor Solutions**
bluesource partner located at Hamilton House, Mabledon Place, Bloomsbury, London WC1H 9BB, providing managed backup services and support on behalf of bluesource.

Purpose of processing: providing professional services, 24/7/365 support, monitoring and managed services. Personal Data relating to contacts and support issues may be processed to provide the services and raise service tickets and process backup data.