

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

REMOTE ASSIST (TIME BASED) provides a reliable remote support service for the Customer in convenient pre-paid blocks of time (in hours) which are valid for 12 months, so that when an Incident is experienced, the Customer can call for support with the knowledge and comfort they will be covered for agreed Supported Products.

Incidents will be logged as a Ticket with the time taken to resolve the issue deducted from the Time Bundle Account. Once the purchased time has been used, more time will need to be purchased as a new Work Order, with a minimum of 15 hours purchased. The minimum call off will be one hour for each Incident, with subsequent time incrementing in one hourly intervals. For example, if an Incident takes less than an hour to resolve, an hour will be deducted from the Time Bundle Account, and if it takes between one and two hours to resolve, two hours will be deducted, etc.

Unless instructed before, bluesource will notify the Customer when the total Time Balance Account has only a couple of hours remaining. Should the Customer's Time Bundle Account have a zero balance, the Customer can purchase additional bundles of time via the Reseller, which will be required to provide support for new Incidents.

For the purpose of this Service Schedule, the following additional 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 initial term of the Service specified in the Work Order.
"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 Remote Assist.
"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.
"Supported Products"	the product/s agreed by bluesource to support for the Customer under this Service, as detailed in the Work Order.
"Term"	the duration of the Service.

“Ticket”	a ticket raised for bluesource to resolve an Incident for Customer.
“Time Bundle Account”	the Customer’s account with bluesource, which records a running balance of the number of hours the Customer has remaining.
“Work Order”	the document detailing an order for the Service agreed in writing by the relevant parties.
“Worker”	bluesource employee, agent, authorised contractor or sub-contractor, engaged in provisioning and delivering part or all of a Service.

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 terminate.

The Time Bundle Balance can only be used within twelve (12) months of the Service Start Date and after this time, any unused time will expire and may no longer be used. The Reseller will be contacted prior to the expiry of the Service to see whether they wish to discuss renewing the Service for the Customer, for another 12 month term (“**Renewal Term**”).

At any time, should the Customer’s Time Bundle Account record a negative number, bluesource may suspend the provision of Service, pending the purchase of additional time. A minimum of 15 hours may be purchased as a Work Order.

Except where the Customer or Reseller is in breach of the Agreement, should bluesource terminate or suspend the provision of the Service, in accordance with the Agreement, bluesource will refund the amount of time in credit on the Time Bundle Account to the Reseller, and the Reseller in turn, will arrange to credit Customer.

Except where bluesource is in breach of this Agreement, should the Reseller wish to cancel this Service Schedule for convenience within the Initial Term or any Renewal Term, they shall pay to bluesource any outstanding undisputed Fees in respect of the Service but not yet paid for, upon receipt of a suitable invoice. bluesource shall not be required to refund any payments previously made pursuant to such Service Schedule.

3 Service Availability

The Service is available 24x7x365 for Incidents with Supported Products.

Should Workers assess a Ticket and deem it to be project-based, the Reseller or Customer, as appropriate, will be advised it is out of scope of this Service and a professional services engagement will need to be taken out.

This Service is not available for problems, change or informational requests.

4 Service Levels

When an Incident is received and logged as a service ticket, they are assigned a priority based on bluesource’s experience, which has associated targeted response time (“**Target Response Time**”), as below:

Initial Response:	
15 Minutes	
Priority	Target Response Time
P1 – Critical Business Impact	1 hour
P2 – Severe Business Impact	3 hours
P3 – Inconvenient Business Impact	5 hours

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

The Target Response Time for P2 and P3 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 - Priority Critical / Severity 1

Any reported or detected Incident where the majority of the end-users for a particular IT component or service are severely affected. The Incident has high visibility and materially affects the client's ability to perform its business, and there is no workaround.

P2 - Priority High / Severity 2

Any reported or detected Incident where the majority of the end-users for a particular IT component or service are affected. The Incident has high visibility and moderately impacts the client's ability to perform its business (i.e. performance is degraded, or functions limited).

P3 - Priority Medium / Severity 3

Any report or detected Incident where a small percentage of end-users for a particular IT component or service are moderately affected, or a single end-user is severely affected. The Incident has limited business impact.

5 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 and P3 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.

6 Customer obligation

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 as Designated Contacts.
- Maintain relevant Third-Party support and maintenance contracts for Supported Products.
- 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.

7 Reseller Obligations

The Reseller shall:

- Procure that the Customer shall meet their responsibilities listed in Section 6 (Customer Obligations) above.
- Maintain the Customer and Reseller relationship;
- 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.

8 Data Processing

Personal Data provided by the Customer and/or 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 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.