



# RESELLER - Bluesource Enhanced Support for Microsoft SERVICE SCHEDULE

bluesource

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

With the wide range of Microsoft applications supporting the core of many organisation's critical services and business processes, along with the continued growth of cloud offerings such as Microsoft 365 and Azure infrastructure and platform services, many organisations are operating complex hybrid infrastructure estates which can be challenging to operate. Alongside this, with the changes that Microsoft has introduced and continues to introduce to their direct support offerings has seen a high uptake in costs for many organisations who may not be receiving the value they seek from the investment in Microsoft Unified Support.

The Bluesource enhanced support for Microsoft service, (the "**Service**") addresses these challenges by combining our world class 2<sup>nd</sup> & 3<sup>rd</sup> line reactive support for Microsoft traditional and cloud products along with escalation hours into Microsoft as and when needed to ensure incidents are prioritised and actioned in a timely manner. The service is rounded off with chargeable hours to deliver ad-hoc proactive engagements throughout the contract such as root cause analysis, roadmap workshops and remediation activities.

The Bluesource enhanced support for Microsoft service includes the following key features:

- 2<sup>nd</sup> & 3<sup>rd</sup> line reactive support** – for issues arising out of the day-to-day business as usual activities to maintain and optimise the performance and health of the solution. An unlimited number of tickets can be logged with Bluesource under the Agreement through a time-based Fair Usage Policy.
- Microsoft escalation hours** – to provide support for cloud platform related issues as well as escalations for issues that require vendor involvement.
- Chargeable hours bundle** – to deliver ad-hoc proactive engagements throughout the contract.
- Service delivery management** – to support and manage service quality, govern relations with 3rd party IT services organisations and assist with expectations and requirements of the service.

Bluesource delivers a reliable, remote reactive support service enabling customers to call for support with the comfort that they will be covered for any Microsoft product that is within mainstream or extended support according to its Microsoft product lifecycle policy. The 2<sup>nd</sup> and 3<sup>rd</sup> line support service is based on a Fair Usage Policy which is reviewed on a quarterly basis and Incidents are logged as tickets and tracked through Bluesource's IT service management platform.

Microsoft escalation hours purchased in pre-paid blocks of time are included with the enhanced support offering and are valid for twelve months. Where incidents require escalation to Microsoft, the time spent troubleshooting is reported back to Bluesource by Microsoft and is deducted from the Customer's available Microsoft Escalation Time Bundle.

Chargeable hours bundles can be purchased via the Reseller in pre-paid blocks of days to compliment the Service and cover proactive engagements that benefit the Customer throughout the agreement. (Please refer to the "RESELLER – Professional Services Bundle" service schedule for more details).

The Bluesource service delivery team will track the time utilised and provide monthly service reports detailing time used along with ticket details.

Once a time bundle reaches 90% utilised, the client will be notified, and we can discuss options for the purchase of additional bundles which can be purchased under a new work order subject to the minimum order quantities.

For the purpose of this Service Schedule, 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.

If the extended escalation hours option is added to the order, the 'Business Day' for escalations to Microsoft refers to the extended hours detailed on the Work Order (either Monday to Friday 08:00 to 23:00 GMT\BST or 24x5, both excluding public holidays).

<b>“Chargeable Hours”</b>	A bundle of days to be utilised for ad-hoc engagements to deliver a defined outcome such as engagements defined in the chargeable hours catalogue, probable root cause analysis sessions, technology roadmap sessions or configuration of specific features or policy settings within a Bluesource in-house supported product.
<b>“Chargeable Hours Time Bundle Account”</b>	the Customer’s account with Bluesource, which records a running balance of the number of days the Customer has remaining for use with Chargeable Hours activities. The initial amount of inclusive days is detailed in the Work Order.
<b>“Customer”</b>	the organisation buying and using the Service through the Reseller.
<b>“Designated Contact”</b>	an employee of the Customer or Reseller nominated as a contact point for Bluesource, and typically a Customer’s support engineer.
<b>“Fair Usage Policy”</b>	the number of inclusive hours logged against the Customer’s account in any calendar month that are used for reactive support incident. The number of hours included per calendar month is as detailed in the Work Order.
<b>“Fees”</b>	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.
<b>“Full Service Date”</b>	the date on which the full service becomes available after the on-boarding tasks have been completed.
<b>“General Terms &amp; Conditions”</b>	the terms and conditions of business agreed between the Reseller and Bluesource, or Reseller and Customer, as applicable to the parties.
<b>“Incident”</b>	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.
<b>“Initial Term”</b>	the first Term of the Service, as specified in a Work Order.
<b>“Microsoft Escalation Time Bundle Account”</b>	the Customer’s account with Bluesource, which records a running balance of the number of hours the Customer has remaining for use with escalations to Microsoft. The initial amount of inclusive hours is detailed in the Work Order.
<b>“Renewal Term”</b>	a duration agreed by the Parties for the service to continue upon expiry of the Initial term.
<b>“Reseller”</b>	an organisation selling Bluesource’s services to their customers, including the Customer.
<b>“Operations Manual”</b>	The operational guide for the Service established between Bluesource and Customer.
<b>“Service”</b>	the service/s to be provided by Bluesource to the Customer as described in a Service Schedule and Work Order, including this “Service” for Bluesource Enhanced Support for Microsoft.
<b>“Service Level Agreement (SLA)”</b>	the Service level obligations set out in this Service Schedule.
<b>“Service Schedule”</b>	this service schedule which describes the Service.
<b>“Service Start Date”</b>	the date the Service is agreed to start, and in absence of this date, the date the order was placed with Bluesource by Reseller.
<b>“SMC”</b>	Bluesource’s global Service Management Centre providing personnel responsible for delivery of the Services.
<b>“Supported Products”</b>	the product/s agreed between the Parties to be supported under this Service, as detailed in the Work Order.
<b>“Target Response Time”</b>	the total time for Bluesource to respond to an Incident once it has been created in Bluesource’s incident management system. The response time is measured from the time stamp when the Incident ticket is created, and the time stamp when an SMC engineer is assigned to work on the ticket and commences investigative work.
<b>“Term”</b>	the duration of the Service.
<b>“Ticket”</b>	a ticket raised for Bluesource to resolve an Incident for Customer.
<b>“Work Order”</b>	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 or Renewal Term stated in the Work Order subject to the provisions of the General Terms and Conditions.

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

### Fair Usage Policy

At the end of each quarter, Bluesource will review the number of hours logged against the agreement and should the average number of hours per month exceed the amount of inclusive hours included in the Fair Usage Policy by more than 10%, Bluesource may suspend the provision of Service, pending the purchase of an increase to the Fair Usage Policy hours. Bluesource may at its discretion, continue to provide the Service whilst discussions regarding the plan of action for the next quarter takes place with the Reseller and Customer.

### Microsoft Escalation Time Bundle

The Microsoft Escalation Time Bundle Account 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 and Customer (via the Reseller) will be contacted prior to the expiry of the Service to discuss renewing the Service for another term.

The Microsoft Escalation Time Bundle Account hours are drawn down based on the number of hours used by Microsoft on any incidents logged by Bluesource on behalf of the Customer as reported to Bluesource by Microsoft. The minimum number of hours that will be drawn down per incident is one (1). When the Customer's Microsoft Escalation Time Bundle Account exceeds 90% utilisation, Bluesource will contact the Customer to discuss the purchase of additional time. At any time, should the Customer's Microsoft Escalation Time Bundle Account record a negative number, Bluesource may suspend the provision of Service, pending the purchase of additional time.

A minimum of 10 hours may be purchased as a Work Order to 'top up' the Customer's Microsoft Escalation Time Bundle Account. Additional time purchased is co-termed with the existing agreement and as such will expire at the anniversary of the main agreement. Should the agreement be renewed, Bluesource may – at their discretion – roll the unused hours forward to the next contracted year.

### Chargeable Hours Time Bundle

The Chargeable Hours Time Bundle Account hours 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 and Customer (via the Reseller) will be contacted prior to the expiry of the Service to discuss renewing the Service for another term.

The Chargeable Hours Time Bundle Account days are drawn down in half day increments based on the number of days used for Chargeable Hours Activities. When the Customer's Microsoft Escalation Time Bundle Account exceeds 90% utilisation, Bluesource will contact the Reseller and Customer (via the Reseller) to discuss the purchase of additional time. At any time, should the Customer's Chargeable Hours Time Bundle Account record a negative number, Bluesource may suspend the provision of Service, pending the purchase of additional days.

A minimum of 5 days may be purchased as a Work Order to 'top up' the Customer's Chargeable Hours Time Bundle Account. Additional time purchased is co-termed with the existing agreement and as such will expire at the anniversary of the main agreement. Should the agreement be renewed, Bluesource may – at their discretion – roll the unused days forward to the next contracted year.

## 3 Service Availability

The SMC will be available 24x7x365 for logging of Priority 1 Incidents.

Priority 2, 3 and 4 Incidents/service requests can be logged during the Business Day and outside of these hours, logged the next Business Day.

From time to time it will be necessary for Bluesource to schedule maintenance which could cause a disruption to the Services. Bluesource will endeavour to provide a minimum of 72 working hour notice before conducting any planned Services affecting maintenance. Where significant changes are planned, Bluesource will endeavour to provide a minimum of 28 calendar days' notice.

Where emergency maintenance, updates, or other procedures are required to maintain the Services or prevent a failure, Bluesource will review these on a case-by-case basis and may be unable to notify the Customer in advance, based on the urgency and severity of the change.

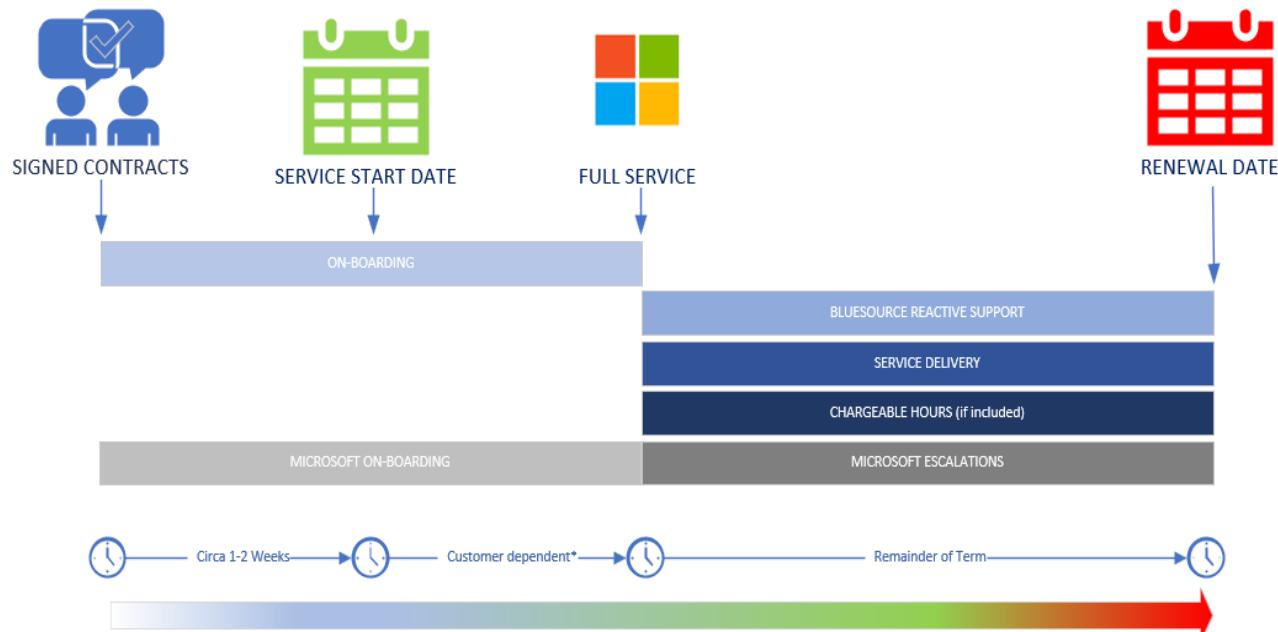
## 4 Service Inclusions

Service Component	Description	Service hours	Included?
Incident management	2nd and 3rd line remote technical support, incident prioritisation (P1 to P4), activity tracking & reporting.	Business Day	Included
24x7 Telephone support	For P1 level incidents, telephone support is available.	24x7	Included
Telephone & email support	For P2 to P4 level incidents, both telephone and email-based support is available.	Business Day	Included
Service Level Agreement (SLA) driven Time-To-Action (TTA)	See section 6 for SLA details.	Business Day	Included
Microsoft escalations	Priority escalations of incidents to Microsoft when needed via the Bluesource relationship with Microsoft.	Business Day	Included
Monthly service reports	Report of service usage delivered via email.	Once per month	Included
Quarterly service reviews	Meeting delivered by the service delivery manager to review the service delivery, hours used and remaining along with addressing any challenges.	Once per quarter	Included
Major incident reporting	Service delivery management reporting for any P1 major incidents through to resolution.	Business Day	Included

### Notes:

- The Microsoft Escalation Time Bundle Account can only be used to cover Microsoft applications and services, both on-premises and cloud based, that are within mainstream or extended support, according to the product's Microsoft lifecycle policy. Any product that is outside of mainstream or extended support is considered out of scope of the Service.
- All time depleted on calls escalated to Microsoft are reported to Bluesource by Microsoft; these hours will be deducted against the Microsoft Escalation Time Bundle Account.
- The Customer, Reseller and Bluesource have no recourse in the event that Microsoft choose to decline a support request.

## 5 Service On-boarding and Lifecycle



From signing contracts, the Service will be setup and transition through various phases in its lifecycle:

#### **On-boarding:**

The first main milestone is the Service Start Date, from which the Service shall commence, as agreed between the Parties, and usually detailed on the Work Order. Typically, this phase commences around one (1) to two (2) weeks after signing contracts and the order being placed. After the order has been placed, Bluesource will start to setup the Service in readiness and make contact to gather any necessary information ahead of the Service Start Date.

The main on-boarding tasks before the Service can go live are:

- Holding an on-boarding call,
- Creating and circulating the Service Operations Manual, and
- Assigning Bluesource any necessary rights (as per section 9 below).

During this on-boarding phase, Bluesource will be unable to provide support or escalate any Incidents to Microsoft for assistance. It is therefore advisable that the Customer completes all its obligations in a timely manner, so that the Full Service Date can coincide with the Service Start Date as closely as possible.

#### **Full Service Date**

The Service can only commence once Onboarding has been completed and the following elements of service become live:

#### **Bluesource Reactive Support:**

The Bluesource Reactive Support element of the Service is available from the Full Service Date, for the Term of the Service.

#### **Service Delivery Management:**

The Service Delivery Management element of the Service is available from the Full Service Date, for the Term of the Service.

#### **Chargeable Hours:**

The Chargeable Hours element of the Service, subject to this having been purchased in the Work Order, is available from the Full Service Date, for the Term of the Service.

#### **Microsoft Escalations:**

The final element of the Service, the ability for Bluesource to be able to escalate Incidents to Microsoft on the Customer's behalf, will be available when the full service comes in to affect, once the on-boarding phase has been fully completed.

#### **Renewal:**

Towards the end of the Term, the Parties will discuss any renewal requirements and upon renewing, unless any changes are required, the on-boarding phase will not be required.

**For the avoidance of doubt the Fee for the Service applies from the Service Start Date and not when all elements of the Service become available to the Customer.**

## **6 Service Levels**

When an Incident is escalated to Bluesource it is received and logged as a support ticket, assessed and then assigned a priority based on Bluesource's experience. An engineer will be assigned to start working on the ticket within the following Target Response Time service levels:

Priority	Target Response Time (Business Day)	Target Response Time (Outside Business Day)
P1 – Critical	1 hour	1 hour
P2 – Urgent	4 hours within business day	N/A
P3 – High	1 business day (within 10 hours)	N/A
P4 – Low	Next business day (within 20 hours)	N/A

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:

Priority	Description
P1 – Critical	No workaround available, where the use of a critical system is impossible in the production environment, or severely risks critical business operations.
P2 – Urgent	No workaround available, where major functionality is severely affected or restricted, but not causing immediate work stoppage, and operation can continue in a restricted fashion.
P3 – High	There is a moderate loss or degradation of services, but work can reasonably continue in an impaired manner.
P4 – Low	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.  Service requests and change requests.

The priority will be assigned by Bluesource based on the information provided by the Customer when the ticket is logged. The Customer is expected to provide, at a minimum, the following information when logging an incident to enable Bluesource to assign the most appropriate priority service level:

- Description of the incident including detailed error messages.
- How the issue is impacting the business.
- How many systems are affected by the issue (where relevant).
- Details of any deadlines at jeopardy that may be faced due to the issue.
- Details of if the issue is causing work stoppage, or a business down scenario.
- How many users are being affected by the issue (estimate).
- Date and time the issue was first experienced.
- Details of any recent changes to the environment.
- Additional relevant information.

## 7 Raising Tickets

Tickets can be raised by one of up to 5 Designated Contact by calling the SMC on 0345 319 2200, or by emailing: support@Bluesource.co.uk.

Where P1 classified Incidents are identified by the Customer, they need to be escalated to the SMC via telephone, **0345 319 2200**, in order to receive the appropriate Target Response Time which applies 24x7x365.

P2, P3 and P4 classified Incidents may be reported by either telephone, **0345 319 2200** or email **support@Bluesource.co.uk**. The Target Response Time for P3 and P4 classified incidents is based on the Business Day.

Where necessary to troubleshoot and resolve an Incident, Bluesource may, with the Customer's permission and supervision, need to remote on to the Customer's environment using appropriate remote-control software.

## 8 Exclusions

Anything not explicitly defined in the service inclusions section is deemed out of scope of the service such as but not limited to:

- Troubleshooting or remediation of networking equipment, LAN, WAN, firewall and proxy services.
- Troubleshooting or remediation of non-Microsoft applications, products and hardware.

- Troubleshooting or remediation of any application or service that is not listed in the 'Support Products' section of the Work Order.
- End user desktop support incidents.
- Documentation of any infrastructure.
- Onsite response to any incident requests, service requests or change requests.
- Monitoring, management or support of any 3rd party applications.
- Proactive maintenance.
- Implementation of remediation solutions provided through support.
- Custom development.
- Implementation of new workloads and features – Bluesource can deliver these through discrete project engagements via our consultancy services.

## 9 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.
- Identify and communicate a named point of contact for major incident escalation and 24x7x365 out of hours contact/s.
- Provide reasonable documentation of any security policies and change management procedures that the Customer require Bluesource to adhere to.
- Inform Bluesource of scheduled downtime or maintenance.
- Designate Bluesource as "Partner of Record" with Microsoft.
- Grant Bluesource "delegated admin role" and "granular delegated admin role" for the in-scope tenant/s.
- When logging an incident provide, as a minimum, the information detailed in section 6 above, in order for Bluesource to assign the most appropriate priority service level to an incident.
- Promptly pay Reseller for the Service, in accordance with the General Terms & Conditions and Work Order agreed between Customer and Reseller.
- Where the Customer has not purchased a computer system backup service from Bluesource, remain responsible and liable for such backup and hold Bluesource harmless for any liability arising out of any computer system backup or failure to provide any computer system backup.

## 10 Reseller Obligations

The Reseller shall:

- Procure that the Customer shall meet their responsibilities listed in Section 9 (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 to Customer.
- 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.

## 11 Data Protection and Data Protection Agreement

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 and Privacy Policy, available at <https://www.BlueSource.co.uk/privacy-and-governance/>, and the relevant Agreement, including this Service Schedule.

By placing an order for the Service via the Reseller, the Customer shall be deemed to have reviewed and accepted Bluesource's Data Processing and Privacy terms, and hereby enter into a data processing agreement ("DPA") by incorporating these policies into the Agreement.