

This Service Schedule should be read in conjunction with the General Terms and Conditions (a copy of which can be found at: <https://www.bluesource.co.uk/privacy-and-governance/>) and the appropriate Work Order.

## 1 Service Overview

EV247 is bluesource's Enterprise Vault software as a service, which is a unique cloud archiving solution that's free from compromise and fit for the new information age. Powered by the world's leading archiving technology, EV247 combines the rich functionality of Veritas Enterprise Vault, the trusted infrastructure and scalability of Microsoft Azure with the managed service expertise of bluesource.

EV247 delivers the rich functionality of Enterprise Vault and offers scalable, long-term storage and the cost of migrating data into EV247 from on-premises Enterprise Vault is minimal, compared to other cloud archives.

With enterprise-grade eDiscovery features, EV247 enables you to search and archive all types of content including emails, files, IM and social media. Accessibility is easy and with seamless integration into the leading email client's users don't need to search a separate archive mailbox.

They can also access from anywhere on any device. EV247 is guaranteed by strict service and application SLA's provided by Bluesource.

For the purpose of this Service Schedule, the following definitions apply:

<b>"3rd Party Vendor"</b>	a 3rd party vendor that is responsible for the maintenance contract for any hardware and/or software that is related to the infrastructure that is being supported by Bluesource as part of the Service offering.
<b>"Application Availability"</b>	the proportion of time, measured on a monthly basis, during which the EV247 service is available, excluding Planned Downtime. The application is considered as available when: Software is running, processing and archiving data.
<b>"Azure"</b>	the Microsoft cloud platform utilising a global network of Microsoft-managed datacentres.
<b>"Backup Data"</b>	Customer Data on open partitions which is the subject of the Services and which is managed and backed up by bluesource pursuant to the Service. This is classed as source data or data that is backed up prior to applying any de-duplication or compression.
<b>"Backup Data Retention"</b>	the period that data is stored within the backup service.
<b>"Backup Schedule"</b>	the frequency of the backups, typically daily after the Business Day.
<b>"Cloud Services"</b>	virtual infrastructure being utilised as part of the Microsoft Azure platform to deliver applications and services to the end user.
<b>"Change Request"</b>	an agreed Change Management toolset (typically owned by the Customer used to request any production changes to the environment. bluesource will be responsible for monitoring, reviewing and where required approving changes. bluesource will only be responsible for approving emergency changes. Standard changes will require approval by the Customer.
<b>"Customer Data"</b>	all data, including all text, sound, software, or image files that are provided by, or on behalf of, the Customer or Customer Affiliates through the Customer's use of the Services.
<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>"Microsoft Cloud Agreement"</b>	the agreement that Microsoft uses to convey or provide products, such as the MS Azure platform on which EV247 is hosted, to the Customer, as made available at <a href="https://docs.microsoft.com/en-us/partner-center/agreements">https://docs.microsoft.com/en-us/partner-center/agreements</a> or such other website address as may be notified to the Customer from time to time and including the Online Service Terms and other documents referred to in such agreement and as varied from time to time by Microsoft. This is now known as the "Microsoft Customer Agreement".
<b>"Operational Phase"</b>	the operational phase of the Service which commences once the service has been set up, configured and the service has been transitioned to an operational state.

<b>“Planned Downtime”</b>	any pre-announced and agreed system outage resulting from planned maintenance such as upgrades, patch installs and pro-active re-boots (when needed).
<b>“Response Time”</b>	is the total time for bluesource to respond to an Incident once it has been created into 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>“Service Credits”</b>	the value placed for each SLA breach by bluesource, used by way of financial recompense and credit towards future services rendered.
<b>“Service Level Agreement (“SLA”)”</b>	the Service level obligations set out in this Service Schedule.
<b>“Service Start Date”</b>	the date the Service commences, as specified in a Work Order or where this is not detailed, the date that remote connectivity is established and bluesource begins to deliver the Service.
<b>“SLA Adherence Date”</b>	the commencement of the Operational Phase and the date when SLAs become effective for bluesource and the date upon which bluesource becomes liable for Service Credits.
<b>“SLA Exemption Period”</b>	the amount of time between the Services Start Date and the SLA Adherence Date whereby bluesource will use commercially reasonable efforts to comply with the SLAs but is not required to apply Service Credits.
<b>“SMC”</b>	bluesource’s global Service Management Centers providing personnel responsible for delivery of the Services.
<b>“Software”</b>	software bluesource provide to the Customer as part of the Services for use with the Services.
<b>“Storage”</b>	the storage allocated to save Customer Data as part of the Service, inclusive of Backup Data.
<b>“System Availability”</b>	the proportion of time, measured on a monthly basis, during which a system is in a fully functioning condition excluding ‘Planned Downtime’.
<b>“Unplanned Downtime”</b>	any system related outage to bluesource or the Customer’s systems and infrastructure that was not pre-announced and/or scheduled in advance.

## 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 clause 9 (Term and Termination) of the General Terms and Conditions. Thereafter this Service Schedule shall automatically renew for additional 12-monthly Renewal Terms, unless terminated in advance in accordance with clauses 9.3 or 9.4 of the General Terms and Conditions.

For the avoidance of doubt, the Customer is required to provide 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. The Renewal Term Fee shall be payable in full at the same billing frequency as the Initial Term unless otherwise agreed in advance.

In accordance with clause 11.1 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 or Renewal Term Fee shall be due for payment in full by the Customer.

## 3 Service Availability

bluesource shall use commercially reasonable endeavours to make the Service available 24 hours a day, 7 days a week, 365 days (“**24x7x365**”) a year except for external factors beyond bluesource’s reasonable control, foresight, or planned and emergency maintenance carried out by Microsoft or bluesource.

Where the Customer needs to report an incident relating to the Service, the SMC will be available 24x7x365 for logging Priority 1 and 2 Incidents. Priority 3 and 4 Incidents/service requests can be logged during the Business Day and outside of these hours, logged the next Business Day.

The Customer acknowledges that maintenance is necessary to maintain the Services or prevent a failure and may result in Service interruption. bluesource will endeavour to provide prior notice of such maintenance to the extent that it has been informed of it by Microsoft but advance notification may not be possible. bluesource shall have no liability to the Customer for any periods of unavailability under such circumstances.

Application and System Availability is not applicable during such maintenance and are not included availability metrics.

## 4 Service Summary

The Service consists of the following elements:

- Hosting the Service on MS Azure.
- MS SQL database needed for Enterprise Vault.
- Enterprise Vault (EV) application if included in the Work Order as Software.
- Journaling if included in the Work Order as Software.
- Discovery Accelerator if included in the Work Order as Software.
- Compliance Accelerator if included in the Work Order as Software.
- 24x7x365 Management and support.

## 5 Service Inclusions

SERVICE BREAKDOWN		
<b>1</b>	<b>EV247</b>	<b>Service Terms</b>
1.1	Azure and Application Management	included
1.2	99.95% Azure Availability	included
1.3	99.9% Application Availability	included
1.4	24x7x365 Management and support	included
1.5	Monthly Windows O/S Patching	Included
1.6	Microsoft licensing necessary to provide the Service for the duration of the Term	Included
1.7	Software upgrades as applicable to the Service	Included
1.8	Archiving storage (subject to over utilisation costs, above projected growth)	Included
<b>2</b>	<b>Service Management Centre (Support)</b>	<b>Service Items</b>
2.1	Incident prioritisation and classification	included
2.2	Problem Management (Correlation of Incidents for Root Cause)	included
2.3	Change Management (Customer Compliant)	included
<b>3</b>	<b>Service Delivery Management</b>	<b>Service Items</b>
3.1	Service Delivery Management	Included
3.2	Monthly Service Reports	Included
3.3	Quarterly Service Review	Included
3.3	Incident Reporting for P1 Service Outages (as requested)	included
<b>4</b>	<b>Account Management</b>	<b>Service Items</b>
4.1	Named Account Manager	Included
4.2	Quarterly Account Management Review	Included

## 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 time scales.

Priority	Target Response Time
P1 – Critical Business Impact	15 minutes
P2 – Severe Business Impact	30 minutes
P3 – Inconvenient Business Impact	4 hours within Business Day
P4 – Minor Business Impact	1 Business Day

Where P1 and P2 classified incidents, problems and service requests 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.

P3 and P4 classified incidents, problems and service requests 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.

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:

CATEGORY OF FAULT	EXAMPLE
Priority 1 - Critical	<ul style="list-style-type: none"> <li>The incident or problem relates to the system wide availability of the Production Supplier Hosted service.</li> <li>The incident or problem causes an outage to the production service, such as Journaling (where covered under the Work Order) is no longer being performed, and the service is completely unavailable, or degradation has significant business impact across the account and no Workaround or resolution is immediately available.</li> <li>Journaling (where covered under the Work Order) is stopped and journaled emails could potentially be lost, resulting in a request for legal hold searches being impacted.</li> <li>There is a significant security threat, such as a virus outbreak.</li> <li>A disaster recovery scenario</li> </ul>
Priority 2 - High	The incident or problem causes a performance degradation to a production service, but the service is not completely unavailable. A workaround or resolution is usually available until the problem is corrected.
Priority 3 - Medium	The incident or problem does not directly impact the Customer’s business or operations but involves a system component that is experiencing minor issues or minor service degradation.
Priority 4 - Low	<ul style="list-style-type: none"> <li>Inquiry regarding a routine technical issue or question about a service capability or configuration or a bug which impacts a minor service.</li> <li>“<b>Service Requests</b>” – a request for service by an authorized user for information, for a standard change, or for access to a service (i.e. reset a password, create an account) and do not require an request for change to be submitted.</li> </ul>

## 7 Service Level Agreement

bluesource will provide the Service in accordance with the service levels specified below (“**Service Levels**”) following completion of the Service Credit Exemption Period (as defined in clause 7.4).

### 7.1 Monthly Availability Service Level

bluesource will achieve at least 99.9% Application Availability per calendar month. The monthly Availability Service Level will be measured monthly by bluesource and reported in Monthly Reports.

## 7.2 Remedy for failing the Service Level

For bluesource to be able to provide 99.9% Application Availability, Customer will need to have their Azure environment configured in a highly available pair.

In the event that bluesource fails to meet the Availability Service Level for a given application in any given calendar month, bluesource will credit the Customer:

Availability	Downtime per Month	Credit
> 99.9%	Less than (<) 43.8 minutes	0 (in SLA)
> 99.8% to 99.9%	Between 86.23 & 43.8 minutes	1 Service Credit
> 99.5% to 99.8%	Between 3.6 hours & 86.23 minutes	3 Service Credits
< 99.5%	Greater than (>) 3.6 hours	5 Service Credits

A service credit is the equivalent of 5% of the monthly fee for the Service in the calendar month in which the Application Availability Service Level was breached ("Service Credit"). Service Credits are capped at a maximum of 5 Service Credits for any given calendar month.

Any failure by bluesource to meet the monthly Application Availability Service Level will be reviewed by Customer and bluesource at monthly/quarterly service review meetings prior to any potential Service Credit(s) allocation.

Service Credits are the Customer's sole and exclusive remedy for any performance or availability issues for the Services under the Agreement. For the avoidance of doubt, the Customer shall not be entitled to offset any Fees for any performance or availability issues.

Should the Service's availability drop to less than 99.0% for three (3) consecutive months, the Customer may terminate this Service for cause, as per clause 9 of the General Terms and Conditions. Licence Early Termination Fees, as outlined in clause 2 of this Service Schedule, shall apply.

## 7.3 Exclusions

The following are excluded from the monthly Availability Service Level and percentage availability statistics:

- Planned Downtime involving scheduled maintenance activities such as proactive reboots and patch installs.
- Incidents that are outside of bluesource's reasonable control and are not defined as part of the Service such as:
  - lack of bandwidth or availability of the Customer's network (Local Area Network or Wide Area Network).
  - Incidents or Unplanned Downtime that results from the misconfiguration, downtime or service failure of interdependent applications including but not limited to Microsoft Active Directory, Microsoft Exchange Server, Microsoft SharePoint, Microsoft Windows file systems, Microsoft Internet Information Services, not under the Service remit of Bluesource.
  - Unplanned Downtime that results from activities by Customer personnel or a decision by the Customer not to adopt best-practice configuration measures that promote high availability, and which were recommended by bluesource to the Customer.
  - Incidents that indicate a failure due to a lack of bandwidth or availability of the Customer's network (Local Area Network or Wide Area Network).
  - Incidents or Unplanned Downtime that results from the misconfiguration, downtime or service failure of interdependent applications including but not limited to Microsoft Active Directory, Microsoft Exchange Server, Microsoft SharePoint, Microsoft Windows file systems, Microsoft Internet Information Services, not under the Service remit of bluesource.
  - Incidents that indicate a Service failure due to availability of the Customer's Storage Area Network or Direct Attached Storage.
  - Unplanned Downtime that arises as a result of failure by Customer personnel to follow change control measures agreed between the Customer and bluesource caused by the Customer.
  - Unplanned Downtime that results from a lack of best-practice highly available server infrastructure, not provided by bluesource as part of the Services.
  - Unplanned Downtime that results from a lack of best-practice highly available storage architecture, not provided by bluesource as part of the Services.
  - Unplanned Downtime that results from a lack of best-practice highly available network solution, not provided by bluesource as part of the Services.
  - Unplanned Downtime that results from the lack of best practice in the physical environment including physical infrastructure security, power and cooling redundancy, not provided by bluesource as part of the Services.
  - Unplanned Downtime or data loss that results from the lack of a best-practice highly available technical and process driven backup solution, not provided by bluesource as part of the Services.
  - Unplanned Downtime that results from the manual intervention of Customer staff in any services hosted by bluesource.

- Unplanned Downtime that results from the actions of a third-party vendor or warranty support provider directly engaged by the Customer.

**7.4 Service Credit Exemption Period:**

Service Levels set forth in this Agreement apply to bluesource at the SLA Adherence Date once the Acceptance-into-Service Phase is complete, signed off by both Parties and bluesource begins to deliver the “live” Service to the Customer.

All SLA breaches may be agreed between Customer and bluesource and will be recorded in minutes prior to imposing any potential Service Credits. For the avoidance of doubt, such discussion shall not delay or impact bluesource’s issuance of a Service Credit.

**8 Backup and Retention**

8.1 bluesource will deliver a backup service for EV247, in accordance with the Backup Schedule below and Backup Data Retentions, to enable:

- (i) Multiple copies of Backup Data protecting the Backup Data; and
- (ii) Recovery of Backup Data to another Azure data centre location.

Backup Schedule	Retention
Server OS	<ul style="list-style-type: none"> <li>• Daily</li> <li>• Weekly</li> <li>• Monthly</li> </ul>
EV Partitions	<ul style="list-style-type: none"> <li>• Daily (7 daily)</li> <li>• Weekly (5 weekly)</li> <li>• Monthly (3 monthly)</li> </ul>
SQL	<p>The databases are backed up by the SQL agent which applies automated, best practice backup:</p> <ul style="list-style-type: none"> <li>• The result of this is granular recovery points throughout the day covering 30 days retention.</li> <li>• Restore points are typically 15 minutes apart.</li> </ul>
Virtual Machines	<ul style="list-style-type: none"> <li>• Daily snap image copy of EV server (7 daily, 5 weekly and 3 monthly)</li> <li>• Automatic, continuous blob storage backup of SQL server, utilising SQL’s “managed backup” feature.</li> </ul>

8.2 bluesource shall establish and maintain such security measures and procedures as are reasonable to provide for the safe custody of the Backup Data and to seek to reasonably prevent unauthorised access to or use thereof.

8.3 All Customer Data is encrypted at rest.

8.4 If the Backup Data or any part thereof shall be lost, destroyed or damaged whilst in bluesource's possession prior to transferring Customer Data to the Service, then bluesource shall notify the Customer who shall, if available, promptly provide bluesource with copies of the Customer Data or other records held by the Customer, whereupon bluesource shall use such copy to resubmit for Backup Data generation.

8.5 bluesource is not responsible or liable for verification of content of backup data.

8.6 bluesource reserves the right to test the restore of backup data, including Customer Data, within the Customer’s own EV247 environment to ensure that services are recoverable, and Customer Data can be restored.



## **9 Storage**

- 9.1 All storage is held within Azure.
- 9.2 Any storage exceeding an annual 10% growth of the Storage volume agreed in a Work Order, shall be billable to the Customer as an overage Fee to the Service.
- 9.3 All Customer Backup Data is encrypted at rest.

## **10 Additional Resources**

- 10.1 Additional services, resources or consultancy, not included in the Service Schedule, can be purchased at a rate agreed between the Parties in writing from time to time. For further details and to discuss the Customer's requirements, please contact your bluesource Account Manager.

## **11 Customer obligations**

Notwithstanding any other provision in this Service Schedule, the Customer shall comply with the obligations set out below:

### **11.1 Use of the Service**

11.1.1 The Customer acknowledge that in the provision of the Services, bluesource utilise the Customer's Microsoft Azure cloud platform which is governed by terms and conditions specific to Microsoft which are flowed down to the Customer. By placing an order for this Service, the Customer represents and warrants that they accept the Microsoft Cloud Agreement.

### **11.2 Account Administration**

11.2.1 The Customer:

- 11.2.1.1 Acknowledges that bluesource will require at least one administrator account to their tenant/s applicable to the Service, for the purpose of providing the Service and as required for bluesource to maintain "digital partner of record" with Microsoft.
- 11.2.1.2 Shall keep account details and any associated passwords secure and confidential;
- 11.2.1.3 Acknowledge that anyone accessing the Customer's account or Services using the Customer's password is assumed by bluesource to be doing so with the Customer's authority; and
- 11.2.1.4 Is responsible for the administration of end user accounts accessing the Service at the application layer. For the avoidance of doubt, Customer will not have access to the Azure layer.

### **11.3 Security**

11.3.1 The Customer is responsible for determining whether the security provided by the Service, as detailed in the Agreement, is sufficient for its purposes.

### **11.4 No Ownership**

11.4.1 The Customer acknowledge that bluesource and Microsoft provide the Customer with the Services and they obtain no ownership of or interest in:

- 11.4.1.1 bluesource's or Microsoft's physical or virtual hardware;
- 11.4.1.2 software installed by bluesource or Microsoft on their physical or virtual hardware (unless supplied by the Customer or purchased on their behalf by bluesource), including and not limited to Software; or
- 11.4.1.3 any virtual computer, server or data storage accessed by the Customer as part of the Services;

### **11.5 No third-party beneficiaries**

11.5.1 The Customer accepts that there are no third-party beneficiaries to this Service Schedule and indemnifies bluesource and Microsoft against claim by a person or Customer that they are a third-party beneficiary.

### **11.6 IP addresses**

11.6.1 The Customer acknowledge that as part of the Services, one or more IP addresses may be allocated to the Customer on a temporary basis in connection with the Services and may change on being given reasonable notice. The Customer has no on-going rights in relation to any IP address or ranges.

## 11.7 Provision of Service

11.7.1 The Customer acknowledge that bluesource and Microsoft will solely determine how to operate their systems and provide the Services, including which operating systems are used, and may subcontract or outsource any function with the agreement of the Customer.

## 11.8 Intellectual Property (“IP”)

11.8.1 In relation to any IP the Customer creates, modifies, stores, copies or transmits using the Services, the Customer warrants to bluesource and Microsoft that they have all necessary legal right and authority to so create, modify, store, copy or transmit the IP.

11.8.2 The Customer indemnifies bluesource and Microsoft against any breach of the above warranty and against any claim by a third-party that it has been breached on a full indemnity basis and including reasonable legal and other professional expenses.

11.8.3 If a third-party claim that (or there is reason to believe that) there may be a breach of the warranty, bluesource and Microsoft are not obliged to provide any services until the issue is resolved to their reasonable satisfaction.

11.8.4 No intellectual property ownership rights transfer from any Party to another as a result of this Service Schedule or the Services.

## 11.9 Connections to access the Services

11.9.1 The Customer shall provide the necessary means to connect to and use the Services provided under this Service Schedule.

## 11.10 Support

11.10.1 The Customer acknowledge that bluesource’s ability to provide support may be severely hampered if an appointed Customer contact is not familiar with the Customer’s use of the Services. Accordingly, bluesource cannot accept any liability for any failure or delay in providing the Services arising from the Customer’s failure or delay in complying with this clause.

11.10.2 The Customer shall promptly provide:

11.10.2.1 End user support

11.10.2.2 bluesource with a list of authorised personnel (including contact details), who can engage with bluesource support;

11.10.2.3 a dedicated point of contact for major incident escalation and 24/7 out of hours contact/s; and

11.10.2.4 up to date contact information and ensure that bluesource is informed of any such changes.

## 11.11 Compliance

11.11.1 In using the Services and notwithstanding any other provisions in this Service Schedule, the Customer must also comply with all applicable laws and regulations and without limitation:

(i) must ensure that all software installed on a virtual computer/server is lawful, properly licenced and used in accordance with all laws and licensing

(ii) must take reasonable precaution to ensure that the Service is used to create, store, host, serve or transmit any:

- Illegal content;
- Spam;
- Material that infringes copyright including torrenting;
- Defamatory material; or
- Virus, malware or other malicious code.

(iii) must not use a service (or allow it to be used) in connection with or in furtherance of any fraudulent scheme or purpose.

11.11.2 The Customer indemnifies bluesource, Veritas and Microsoft against all losses, costs, expenses liabilities incurred or suffered by bluesource, Veritas or Microsoft from any breach of this clause 11.11.

11.11.3 bluesource reserve the right to terminate this Service Schedule or suspend the Services upon any breach of the Customer of its obligations.

11.11.4 Where Software licensing is required and not provided by bluesource under the Work Order, the Customer shall ensure they are suitably licensed and maintain the relevant maintenance and/or subscriptions with the Vendor.



## 12 Agreement Price Adjustments

- 12.1.1 bluesource may request an **“Agreement Price Adjustment”**, giving 30 days written notice, to cover increased Third-Party supplier costs used to deliver the Services under this Service Schedule, such as Microsoft licensing, which is beyond their reasonable control and shall notify the Customer in writing of any such price adjustment.
- 12.1.2 Such adjustments will come into effect 30 days after the Customer receives the notice and included within the first invoice after the expiry of such notice.
- 12.1.3 Should such an Agreement Price Adjustment within a year cumulatively add together to more than 10% of the contract value, excluding backup and storage overages, the Customer may terminate this Service with three (3) month’s written notice. Early termination fees may apply.

## 13 Use of Services (including Microsoft flow down terms for the use of Azure)

### 13.1 Right to use:

The Customer and the Customer’s appointed affiliates, contractors, sub-contractors or outsource providers, have the right to access and use the Services and use any software included and licensed under this Service Schedule.

### 13.2 Acceptable use:

The Customer may use the Service in accordance with this Service Schedule. The Customer may not reverse engineer, decompile, disassemble, or work around technical limitations in the Services, except to the extent that applicable law permits it despite these limitations. The Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters your use of the Services. The Customer may not rent, lease, lend, resell, transfer, or sublicense the Services or any portion thereof to or for third-parties.

### 13.3 Acceptable Use Policy of the Services:

Neither the Customer nor those that have the right to access the Services through the Customer may use the Services:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to use the Services to try to gain unauthorized access to or disrupt any service, data, account or network by any means;
- to falsify any protocol or email header information (e.g., “spoofing”);
- to spam or distribute malware;
- in a way that could harm the Services or impair anyone else’s use of them;
- or for any high-risk use (where failure or fault of the Services could lead to death or serious bodily injury of any person, or to severe physical or environmental damage).

### 13.4 End Users:

The Customer controls access by end users and are responsible for their use of the Services in accordance with the Agreement. For example, the Customer will ensure that End Users comply with the Acceptable Use (section 13.2) and Compliance (section 11.11) policies.

### 13.5 Software:

13.5.1 Microsoft and bluesource may make software available to the Customer through the Microsoft Azure platform, or other means, as **“Bluesource Supplied Software”**. The use of any such Bluesource Supplied Software will be governed by separate terms between the Customer and the third-party providing the Bluesource Supplied Software.

For the Customer’s convenience, bluesource may include charges for the Bluesource Supplied Software as part of the fees for the Services. bluesource or Microsoft, however, assumes no responsibility or liability whatsoever for any Bluesource Supplied Software other than that covered under this Service Schedule and supplied as a software as a service solution.

### 13.6 Virtual Machines:

13.6.1 Virtual servers (“Virtual Machines”) provided by bluesource under this Service Schedule will be installed with an appropriate Windows operating system.

### 13.7 Windows Server:

Use of any Virtual Machine containing any version of Windows Server is subject to the following additional terms from Microsoft:

**Validation.** The software will from time to time update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed.

During a validation check, the software will send information about the software and device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact any customers. By using the Service, the Customer consents to the transmission of this information.

### 13.8 Storage Replication for Durability and High Availability

Data in the Customer's storage account is replicated to ensure durability that is also highly available, meeting the Azure Storage SLA even in the face of transient hardware failures. Azure Storage is deployed in 15 regions around the world and also includes support for replicating data between regions.

Locally redundant storage (LRS) maintains three copies of your data. LRS is replicated three times within a single facility in a single region. LRS protects your data from normal hardware failures, but not from the failure of a single facility.

For more up to date information around native Azure storage and replication please refer to <https://docs.microsoft.com/en-us/documentation/>

Where the Customer has opted for GRS in their Work Order, in relation to Azure setup, please refer to: <https://docs.microsoft.com/en-gb/azure/storage/common/storage-redundancy#geo-redundant-storage>

Where the Customer has opted for ASR in their Work Order, in relation to Azure setup, please refer to: <https://docs.microsoft.com/en-us/azure/site-recovery/site-recovery-overview>.

### 13.9 Responsibility for Customer accounts:

The Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with its use of the Services. The Customer must promptly notify the SMC (see section 6) about any possible misuse of the Customer's accounts or authentication credentials or any security incident related to the Services.

### 13.10 Updates:

Microsoft may make changes to the Azure platform from time to time beyond the reasonable control of bluesource. As the Customer is providing the Azure tenant for the Service, if they become aware of any pending changes to material features, functionality or their use of Azure, they should give bluesource prior written notice. Microsoft has an obligation to provide its customers with 12 month's prior notice of changes to the platform. As a Microsoft partner, bluesource will provide the Customer with prior notice if they become aware from Microsoft that any material feature or functionality (excluding any trials or previews) is removed by Microsoft unless security, legal, or system performance considerations require an expedited removal.

### 13.11 Compliance with law

bluesource and Microsoft will comply with all laws applicable to the provision of the Services, including applicable security breach notification laws, but not including any laws applicable to the Customer or the Customer's industry that are not generally applicable to information technology services providers.

The Customer will comply with all laws applicable to its own solutions (including any Customer Solutions), Customer Data, and its use of the Services, including any laws applicable to the Customer or the Customer's industry. bluesource and Microsoft do not determine whether Customer Data includes information subject to any specific law or regulation.

The Customer must comply with all laws and regulations applicable to its use of the Services, including laws related to privacy, data protection and confidentiality of communications. The Customer is responsible for implementing and maintaining privacy protections and security measures for components that the Customer provides or controls (such as devices enrolled within the Microsoft Azure virtual machine or application), and for determining whether the Online Services are appropriate for storage and processing of information subject to any specific law or regulation. The Customer is responsible for responding to any request from a third party regarding the Customer's use of an Online Service, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

### 13.12 Licence Reassignment

Most, but not all subscription licences ("SLs") may be reassigned. Except as permitted in this clause or in the Online Service - specific terms, the Customer may not reassign an SL on a short-term basis (i.e., within 90 days of the last assignment). The Customer may reassign an SL on a short-term basis to cover a user's absence or the unavailability of a device that is out of service. Reassignment of an SL for any other purpose must be permanent. When the Customer reassigns an SL from one device or user to another, the Customer must block access and remove any related software from the former device or from the former user's device.

## 14 Data Processing:

- 14.1 Personal Data provided by the Customer 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/>, the relevant Agreement, including this Service Schedule, and the Microsoft Cloud Agreement.
- 14.2 To meet its obligations under Agreement (and, prior to that, to be able to obtain relevant information to enable a quotation and/or Work Order to be prepared), bluesource will need to provide certain of the Customer's Personal Data to their supply chain, specifically the names and contacts details of the individuals at the Customer who are responsible for the subject matter of that Agreement, quotation and/or Work Order. Where the Customer is purchasing certain Services, it may also be necessary to provide the names and contacts details of the individual users of those Services. Unless stated otherwise agreed between the Parties, this will be the extent of bluesource's processing of Personal Data on behalf of the Customer. Where required, the Customer confirms that it has obtained the necessary consents to share this Personal Data and authorises bluesource to undertake the activities set out in this Service Schedule to enable the creation or performance of an Agreement and its corresponding Service.
- 14.3 Customer acknowledges that information processed in the course of performing Online Services may contain personally identifiable information of individuals and associated metadata and that the processing of such information may therefore involve the processing of Personal Data. With respect to any and all data, including, but not limited to, third-party data, personally identifiable information and associated metadata obtained by bluesource or the relevant service provider, pursuant to Customer's use of the Services (collectively, the "Data"), Customer shall take all necessary measures to ensure that it, and all its employees, are aware that their personal data may be processed as part of the Services and that they have given their consent to such processing as well as complied with their responsibilities as data controller or data subjects, as applicable, in accordance with applicable Data Protection Laws.
- 14.4 The Customer is solely responsible for the content of all "Customer Data". The Customer will secure and maintain all rights in Customer Data necessary for bluesource and Microsoft to provide the Services to the Customer without violating the rights of any third party or otherwise obligating either bluesource or Microsoft to you or to any third party. bluesource and Microsoft does not and will not assume any obligations with respect to Customer Data or to the Customer's use of the Services other than as expressly set forth in this Agreement or as required by applicable law.
- 14.5 Customer understands and agrees that bluesource and Microsoft have no control or influence over the content of the Data processed by them, and that they perform the Services on behalf of Customer.
- 14.6 The Customer is responsible for determining the suitability, setup, geographic location and security of its Azure tenancy from which this EV247 service will be hosted for the Customer.
- 14.7 The Customer owns and shall always continue to own all Intellectual Property Rights in:
- 14.7.1 the Data (and all copies of such Data); and
  - 14.7.2 information generated from the Backup Data.

## 15 Effects of Termination

- 15.1 In addition to clause 9 of the General Terms and Conditions, on termination of this Service Schedule for any reason:
- 15.1.1 bluesource shall immediately cease provision of the Services but may provide services for a further period in accordance with Clause 15.2;
  - 15.1.2 any licence to use the Software, Equipment, Programs or any other licence granted by bluesource to the Customer shall terminate;
  - 15.1.3 any licence to use the Data or Backup Data granted by the Customer to bluesource shall terminate;
  - 15.1.4 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced; and
  - 15.1.5 the Customer shall promptly pay all undisputed outstanding fees due (less service credits) and payable in connection with this Service Schedule, unless termination is a result of a bluesource failure, in which case, only outstanding costs for Veritas licensing shall be due.
- 15.2 The Customer may, on not less than ninety (90) days (or such shorter period as bluesource may agree in writing) prior to the termination of this Service Schedule request bluesource to offer reasonable assistance in transitioning the Services from bluesource to the Customer or its nominated replacement supplier. bluesource may, subject to agreeing reasonable terms and fees (to be agreed in advance), provide such additional services for a maximum period of three months. bluesource shall use its reasonable endeavours to agree an appropriate plan, co-operate and support the Customer to achieve an orderly transfer.
- 15.3 The expiration or termination of the Customer's subscription from this Service will not relieve the Customer from its obligation to pay for hosting of Customer Data during any extended term.