



# Veritas Procurement and TSP Support SERVICE SCHEDULE

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.

Any Veritas software or subscriptions ordered under a Work Order, in conjunction with this Service, shall be provided by Veritas in accordance with the Veritas Agreement and by ordering such products, the Customer is deemed to have accepted such terms.

## 1 Service Overview

When Applicable Software Maintenance is procured through Bluesource, because of Bluesource's TSP status, the Customer raises technical support issues to Bluesource rather than having to go directly to Veritas.

The Bluesource TSP 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 and Conditions, the following definitions apply:

**“Applicable Software Maintenance”** Enterprise Vault and/or NetBackup software maintenance, as detailed on the relevant Work Order, permitting Customer to raise support issues with Veritas, through the TSP.

**“Full Service Date”** the date on which the full service becomes available after the on-boarding tasks have been completed.

**“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.

**“Service Start Date”** is the date the Service commences, as specified in a Work Order.

**“SMC”** Bluesource's global service management centres providing personnel responsible for delivery of the Services.

**“Target Response Time”** 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.

**“Ticket”** a ticket raised for Bluesource to resolve an Incident for Customer.

**“Technical Support Partner”** an approved partner of Veritas who is authorised to provide support on Veritas' behalf to customers purchasing applicable Veritas products through that partner.

**“TSP”** the “Technical Support Partner Programme” operated by Veritas under which Technical Support Partners provide support services to the Customer, on behalf of Veritas.

**“Veritas Agreement”** Veritas' end user licence agreement “EULA” and product use rights, as detailed at <https://www.veritas.com/company/legal/license-agreements>.

## 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.

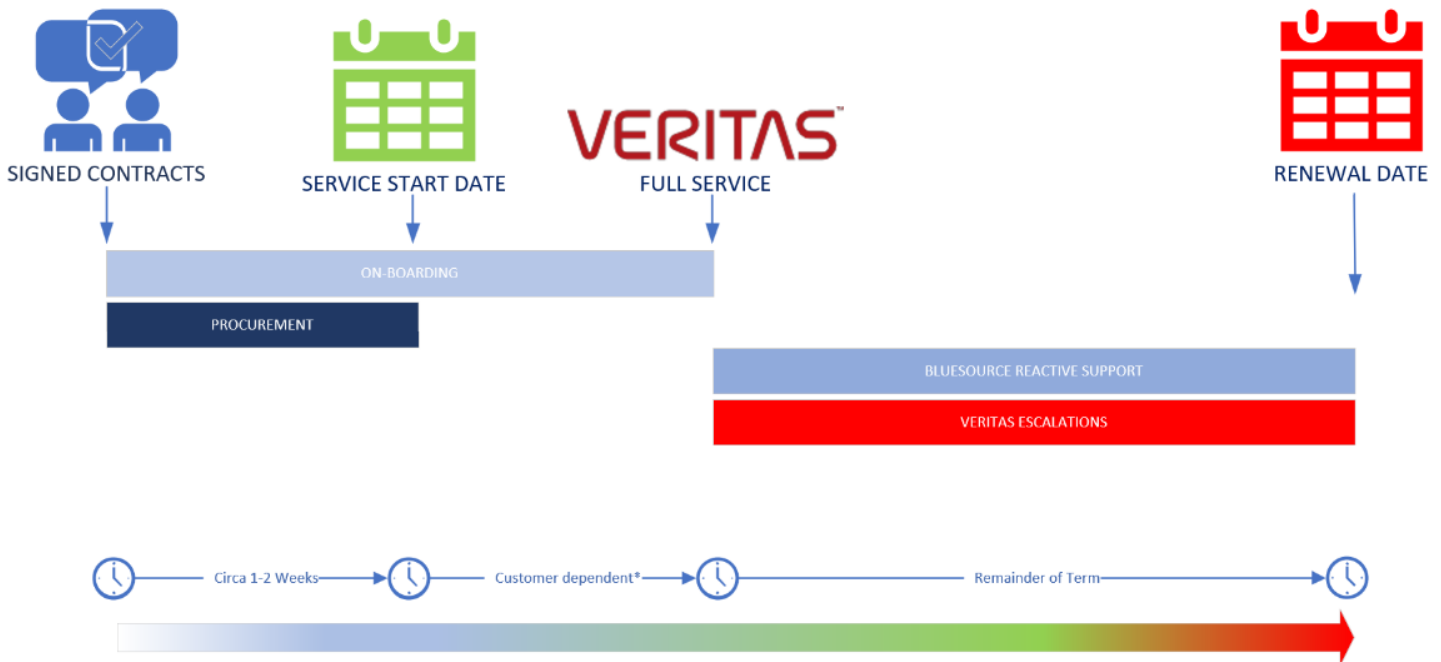
### 3 Service Availability

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
Procurement of applicable licenses and s/or subscriptions	Included
24x7x365 remote support/remediation for escalated Incidents by the Customer	Included
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Escalation of incidents to Veritas (subject to Applicable Software Maintenance being maintained throughout the Term)	Included
Up to 4 Named Callers	Included

### 5 Service On-boarding and Lifecycle



\* Ideally the Service Start date and Full Service are the same date, subject to Customer providing any required information, prior to the Service Start Date.

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:

- Procuring any software or service subscriptions relevant to the Workorder, such as any Veritas services.
- Initiating reactive support.

During this on-boarding phase, Bluesource will be unable to provide support or escalate any Incidents to Veritas 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 Start Date, for the Term of the Service.

#### Veritas Escalations:

The final element of the Service, the ability for Bluesource to be able to escalate Incidents to Veritas 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 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

## 7 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](mailto: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.

## 8 Customer Obligations

The Customer shall:

- Acknowledge acceptance of the Veritas Agreement for the relevant Veritas software in a Work Order, by placing the order with Bluesource;
- 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;
- Maintain Applicable Software Maintenance throughout the Term of the Service;
- Communicate up to date Customer contact information and ensure that Bluesource is informed of any such changes;
- 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.

## 9 Data Processing

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/>, and the relevant Agreement, including this Service Schedule.

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.

By placing an order for the Service, 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.