



Bluesource Updating Service (BUS) 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.

1 Service Overview

Bluesource Updating Service (bUS) makes it simple for the Customer to keep up to date with the latest releases and maintenance updates for Veritas Enterprise Vault. The service is completely managed on the Customer's behalf and is either standalone or an optional add-on service for Bluesource support and managed services.

To reduce the likelihood of issues during any version upgrades, Bluesource will usually wait for at least the first service pack to be released before communicating and recommending an upgrade to the Customer.

The Service is performed remotely within the Business Day and can be arranged outside of the Business Day or performed on-site as an additional option and cost to the Service.

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

“Business Day” Monday to Friday 09:00 – 17:00 BST/GMT (excluding UK Bank Holidays).
“Service Start Date” the date it is agreed by the Parties for the Service to commence in writing, or where this is not specified, the date the Work Order is placed by the Customer.

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 Service 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 will perform the Services remotely during the Business Day.

Outside of the Business Day, the Service is available on request, if the optional “Out of Business Day” service has been taken out as part of the applicable Work Order.

4 Service Summary

bUS SERVICE for:	Application Supported	OPTIONS:		
		Bluesource Updating Service (bUS)	Out of Business Day upgrades	Onsite upgrades
Enterprise Vault	NO	YES	NO	NO

5 bUS Process

The upgrade process is outlined below:

- From time-to-time Veritas will release a new version or service pack for Enterprise Vault and for the duration of the Service, Bluesource will e-mail the Customer's primary Designated Contact with:
 - a notification that a new update has been released, within 4 weeks of release;
 - a summary of the features in the service pack; and
 - an invite for the Customer to upgrade to the latest service pack or version. The Customer will need to confirm that they would like to proceed and arrange a convenient time with the SMC.
- Bluesource will advise the Customer:
 - on any pre-requisite hardware or operating system upgrades required for the update, which will need to be undertaken by the Customer; and
 - if any licenses need to be upgraded prior to the software update.
- Once all pre-requisite steps have been completed and confirmed by the Customer, the upgrade will be scheduled with Bluesource.
- For version upgrades, a pre-upgrade health check of the Enterprise Vault systems (Exchange Archiving functionality, Exchange Journaling functionality, and Exchange File-System functionality, where applicable), will be carried out using remote connection to confirm that the upgrade can be carried out and the system is in a reasonable state of health. This check will be high level, to look for obvious issues and will not be documented.
- Service pack updates do not require a full pre-upgrade health check and instead, the "Enterprise Vault Deployment Scanner" software tool will be run for each EV server to be service packed.
- An online backup of all Enterprise Vault SQL databases, using the Customer's backup solution, is taken to enable recover/rollback and backup Enterprise Vault installation folder on all servers being upgraded.
- Upgrade completed via remote access (unless a site visit is requested by the Customer), including transfer of installation files.
- In the event of an upgrade failure, the system will be rolled back to the original state. The failure will be investigated and the upgrade process repeated.
- During the upgrade process, archived email will not be available to users.
- Customer required to "sign-off" the upgrade.
- If client extensions need to be rolled out or updated, this will be the responsibility of the Customer following the update.

6 Service Inclusions

- **Version upgrades** for Enterprise Vault (maximum of 2 version upgrades within any 12-month period)
- **Service Pack updates** for Enterprise Vault (maximum of 4 service pack upgrades within any 12-month period)
- **Pre-upgrade Health Check** of the Enterprise Vault system, prior to version upgrades
- **Deployment Scanner run** prior to service pack upgrades.

7 Service Exclusions

Bluesource, as part of the Service, will not include such items as shown below, unless included as part of the Work Order or an additional Agreement with Bluesource:

- More than 2 version and 4 service pack upgrades in any 12-month period
- Support of Enterprise Vault
- Deployment and upgrade of client extensions following an upgrade
- Configuration and implementation of features not currently active and/or setup in the Enterprise Vault environment. Bluesource can complete such additional work as Consultancy and by prior arrangement
- Account administration of users, groups, policies
- Security management e.g., password resets and antivirus protection
- Version and Service Pack upgrades to software, other than Veritas Enterprise Vault, such as and not limited to: Microsoft Active Directory, Exchange, SQL, and SharePoint. Bluesource can arrange for these to be updated as a separate service and fee
- Backup strategy, management, and maintenance
- Hardware maintenance and fault rectification
- Hosting the services and servers
- Server care pack management
- Microsoft SQL server administration (except support of the database/s for Enterprise Vault)
- Patching, hot fix and vulnerability application
- Storage and its infrastructure
- Support of third-party applications and/or hardware not referenced in the Agreement
- Support for applications and/or hardware which have been modified or damaged by not following manufacture's guidelines or instructions
- Licensing costs, as necessary to retain Enterprise Vault compatibility
- Upgrades/installs to an alternative location/environment requested by the Customer. Bluesource can complete such additional work as additional Consultancy and by prior arrangement
- Upgrades/installs to an alternative location/environment due to a prerequisite requirement for a particular version or service pack update. Bluesource can complete such additional work as additional Consultancy and by prior arrangement
- Upgrades to applications, software, hardware or other dependencies for Enterprise Vault, other than Enterprise Vault itself.

8 Service Assumptions

The Service assumes the following:

- If the upgrade is requested to be conducted on-site, via the onsite upgrade service option (refer to Section 4 for details of inclusion), it is assumed the location will be within the M25.
- For locations outside of the M25, the Customer may incur additional charges for travel disbursements, accommodation and time to travel to the location, in accordance with the Bluesource General Service Agreement
- Customer dependent services (i.e. Microsoft Active Directory, Exchange, SQL, Windows File Systems, SharePoint) are fit-for-purpose and in a good state of health
- Customer is licensed to use Veritas Enterprise Vault and is under a maintenance agreement, permitting them to software updates
- Customer is licensed to use a current or compatible version of Microsoft Windows, SQL, Exchange, and SharePoint
- Enterprise Vault is being upgraded on the same server and within the same environment
- Enterprise Vault is being upgraded on a like for like basis in terms of functionality. No additional functionality will be setup and configured as part of the Service, although additional Consultancy may be purchased for any such work.

9 Customer Obligations

In addition to any Customer obligations inferred from the Service Assumptions (Section 8), the Customer shall:

- Provide access to the Customer Premises and Enterprise Vault infrastructure (either remotely or physically by prior arrangement), as required to provide the Services, including desk, computer, telephony, stationary and any other equipment reasonably required to meet the requirements of the assignment;
- Assist with fault resolution activities;
- Provide existing documentation on the configuration and setup of the estate where available and applicable to the Service Schedule;
- Deploy and upgrade client extensions following an upgrade;
- Be responsible for ensuring appropriate backup mechanisms exist and have been undertaken prior to any upgrade;
- Provide access to appropriate user account credentials as reasonably requested by Bluesource, including but not limited to, the Enterprise Vault service account;
- Ensure that original Enterprise Vault binaries required for reinstallation of their pre-upgrade version are available to enable rollback to take place if necessary;
- Complete any pre-requisite work reasonably required for an upgrade, which is not covered under this Service Schedule and associated Agreement, including upgrades/installs to new locations/environments and any dependencies of the Enterprise Vault system; and
- Provide up to date contact details for the recipient of bUS upgrade notification by email. The Customer acknowledges that if these details are not up to date, they may not receive notifications regarding service pack and version upgrades, and it is their responsibility to ensure that Bluesource is informed of any such changes. Such contact should be detailed in the Work Order.
- 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 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.

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.