

Bluesource Escalation Support Add-on 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

With the wide range of Microsoft applications supporting the core of many organisations' 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 escalation support add-on service (the "**Service**") when combined with one of the pre-requisite services (Bluesource Managed M365 service or Bluesource Monitor & Manage for Azure service) addresses these challenges by combining our world class 2nd & 3rd 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.

Bluesource's Service Management Centre ("**SMC**") delivers 24x7x365 monitoring and management of applications, devices, and servers for our client environments – be it public cloud, private cloud or on-premises. When an incident, problem, service request, event, or request for change is received, a ticket is logged within our ITIL structured ITSM platform where one of our engineers will review, investigate and action the request. This could be resolving an incident in-house, escalating to Microsoft for debugging or assigning to our managed service team for change requests.

When incidents are escalated to Microsoft, the Escalation Support Time Bundle Account hours are depleted based on the number of hours used by Microsoft on any incidents logged by Bluesource on behalf of the Customer.

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

"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).	
"Escalation Support Time Bundle Account"	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.	
"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.	
"Response Time"	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.	
"Service Level Agreement ("SLA")"	the Service level obligations set out in this Service Schedule.	
"Service Start Date"	is the date that remote connectivity is established and Bluesource begins to deliver the Service, and in absence of this date, the date the order was placed with Bluesource by Customer.	
"SMC"	Bluesource's global Service Management Centre providing personnel responsible for delivery of the Services.	



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.

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.

The Escalation Support 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 Customer will be contacted prior to the expiry of the Service to discuss renewing the Service for another term.

The Escalation Support 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.

When the Customer's Escalation Support 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. 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.

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?
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
Incident management	Incident prioritisation (P1 to P4).	Business day	Included
Incident activity tracking	Activity tracking & reporting with automated electronic updates.	Business day	Included
Service Level Agreement (SLA) driven Time-To-Action (TTA)	See section 5 (Service Levels) for SLA details.	Business day	Included
Monthly service reports	Report of service usage delivered via email.	Once per month	Included
Quarterly service reviewsMeeting delivered by the service delivery manager to review the service delivery, hours used and remaining along with addressing any challenges.		Once per quarter	Included

Notes:

The escalation support add-on can only be used to cover Microsoft 365 and Azure cloud-based services.

All time depleted on calls escalated to Microsoft are reported to Bluesource by Microsoft; these hours will be transferred directly against the Escalation Support Time Bundle Account.

The Customer and Bluesource has no recourse in the event that Microsoft choose to decline a support request.



5 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 (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

Tickets can be raised by one of up to 5 designated contacts 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.

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.



6 Exclusions

Any component 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 non-Microsoft applications, products and hardware.
- 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.

7 Customer obligations

The Customer shall:

- Provide sufficient available bandwidth on the Customer network to support the Microsoft workloads deployed.
- 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.
- Communicate up to date Customer contact information and ensure that Bluesource is informed of any such changes.
- Provide reasonable and relevant access to the items being monitored by the Service and to facilitate Bluesource setting up monitoring agents required to operate the Service.
- 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.
- Be responsible for investigating alerts escalated to them by Bluesource and any subsequent resolution.
- Provide reasonable and relevant access and permissions necessary for Bluesource to action change requests.
- O Designate Bluesource as "Partner of Record" with Microsoft.
- Grant Bluesource "delegated admin role" or "granular delegated admin role" for the tenant/s.
- The Customer must have one of the corresponding pre-requisite active agreements in place (Bluesource Managed M365 or Bluesource MONITOR & MANAGE for Azure)
- When logging an incident provide, as a minimum, the information detailed in clause 5 above, in order for Bluesource to assign the most appropriate priority service level to it.
- 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.

8 Data Protection

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.

Where a Subcontractor, i.e. Microsoft, 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 not for any other purpose.

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.

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