

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/about/privacy-governance-terms/>) and the appropriate Work Order.

## 1 Service Overview

bluesource will deliver a Managed Backup service (including all Equipment, Software and Systems), to enable:

- (i) copies of Backup Data protecting the Data; and
- (ii) recovery of Backup Data to the Customer servers following Data loss.

bluesource will install where necessary software on the Customer servers and configure the Equipment according to an agreed Backup Schedule. bluesource will monitor and manage the backup infrastructure meeting the agreed Backup Schedule.

## 2 Definitions

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

- “Backup Data”** refers to the Customer’s information and data which is the subject of the Services and which is managed and backed up by bluesource pursuant to this Service Schedule and the relevant Work Order. This is classed as source data or data that is backed up prior to applying any de-duplication or compression;
- “Backup Data Retention(s)”** the period that Backup Data is stored within the backup service. The default retentions are as follows:
- Daily Backups – retained for 14 days
  - Weekly Backups – retained for 5 weeks
  - Monthly Backups – retained for 12 months
  - Yearly Backups – retained for contract duration
- Where there is an on-site appliance as part of the agreement, Daily and Weekly backups are stored in accordance with the above.
- “Backup Schedule(s)”** the frequency of the backups. The default schedule is that backup data will be backed up once per day typically after the Business Day has completed;
- “Equipment”** includes collectively or individually bluesource’s computer and other associated equipment (including any part or parts thereof) for use by either bluesource or the Customer at the Site (or any subsequent site agreed in writing by bluesource) in the provision of the Services including any third-party hardware and software;
- “Program(s)”** the computer program(s) and software owned by or licensed by a third party to bluesource, including but not limited to all coding, sequences and interfaces that may be designed, written or developed by bluesource in the course of this Agreement;
- “Services Material”** any and all works of authorship, products and materials developed, written or prepared by bluesource in relation to or for the purpose of or by reason of this Agreement (whether alone or jointly with the Customer or any other independent contractor of the Customer and on whatever media) including, without limitation, any and all computer programs, data, diagrams, reports, specifications, studies, tests and inventions and all drafts thereof and working papers/documentation relating thereto and that shall include but not be limited to Customer identification keys and all derived fields created from the Data;
- “Service Level Agreement (“SLA”)** the Service level obligations set out in this Service Schedule.
- “SMC”** bluesource’s global Service Management Centers providing Workers responsible for delivery of the Services.

<b>“Site(s)”</b>	the Customer’s premises where the Services are to be carried out as set out in the Service Description;
<b>“Software”</b>	all computer programs supplied by and/or used by and/or procured by bluesource for the provision of the Services;
<b>“System”</b>	collectively or individually the computer equipment and associated equipment (including any part or parts thereof) for use by either bluesource or licensed by bluesource to the Customer at the Sites for the provision of the Services.

### 3 Back up schedule

The Service is tailored to the Customer with bluesource providing a default backup schedule that provides for a backup copy of the system data and databases to be copied to a backup master server (the “Backup Schedule”). A default Backup Schedule can be modified by agreement of both parties to meet the Customer’s requirements.

Subject to the change management the Customer may request an alternative “Backup Schedule” or “Backup Data Retention” to meet specific industry, legal, regulatory, audit or best practice demands. bluesource shall use all reasonable endeavours to respond to Data restoration requests promptly and it is anticipated that the majority of individual files can be rapidly recovered from the backup information held on the backup master server, with the recovery process being initiated as soon as is reasonably practicable after bluesource has become aware of the need to do the same.

If the identified Backup Data is in a tertiary site, bluesource will endeavour to transport this on the next regular movement between the Customer and the tertiary site. Once the identified Backup Data is at the Customer’s site or nominated data centre, it will, as soon as is reasonable practicable, be loaded onto a backup master server. In emergencies, the process of transporting the identified Backup Data from the tertiary site to the Customer Site can be expedited provided the Customer has notified bluesource of this requirement. The Customer acknowledges and agrees that this service may be subject to further fees.

### 4 Network

The backup service is dependent on the Customer’s own computer systems, network and data communication links. If required, bluesource will advise the Customer prior to commencement of the Services as to the performance characteristics required including, without limitation, the size of the networks to enable the transmission of Backup Data to meet the agreed Backup Schedule. For the avoidance of doubt, the Customer shall be responsible, without limitation, for any setup, way-leave, landlord permission, and associated planning requirements or similar upon which the Service is dependent.

### 5 Change Management

bluesource will install any Software and Equipment required usually within the Business Day. All reconfiguration, rescheduling and performance tuning of the Equipment and/or Software will be agreed by both Parties and carried out by bluesource upon receipt of written notification from the Customer.

### 6 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 periods of one (1) year until terminated in accordance with clause 9 of the General Terms and Conditions.

### 7 Effects of Termination

In addition to clause 11 (Effects of Termination) of the General Terms and Conditions:

7.1 On termination of this Service Schedule for any reason:

- a) bluesource shall immediately cease provision of the Services but may provide services for a further period in accordance with Clause 7.2;
- b) any licence to use the Software, Equipment, Programs or any other licence granted by bluesource to the Customer shall terminate;
- c) any licence to use Customer data or Backup Data granted by the Customer to bluesource shall terminate;
- d) the Customer shall allow bluesource and its employees and subcontractors reasonable access to the Site to remove the Equipment;
- e) 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.

7.2 The Customer may, no less than three (3) months (or such shorter period as bluesource may agree in writing) prior to the termination of this Agreement 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.

## 8 Service Availability

The SMC will be available 24x7 for Priority 1 and 2 incidents/problems and for Priority 3 and 4 incidents/problems/service requests, available during the Business Day. Outside of these hours, Priority 3 and 4 incidents/problems/service requests will be logged the next Business Day.

bluesource does not warrant that the Customer's use of the Service will be uninterrupted or error free.

## 9 Service Levels

### 9.1 Support

bluesource offers SLAs for the time to start working on issues raised to the SMC.

When an incident, problem or service request is received and logged as a service ticket, they are assigned a priority based on bluesource's experience, which has 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)

Where P1 and P2 classified incidents, problems and service requests are identified by the Customer, they need to be escalated to the bluesource SMC via telephone, **0345 319 2200**, in order to receive the appropriate response. The target Response Time for P1 and P2 classified incidents applies 24x7.

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.

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

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.

## 9.2 Target Service Levels

The estimated target for provision of Service is that in excess of 97% of submitted and active servers and/or desktops will successfully complete to the backup master server according to the agreed Backup Schedule, excluding: failure and/or non-availability of the Customer's own computer networks, equipment (including desktops) and data communications links.

bluesource will use its reasonable endeavours to ensure that the Service continues to be compliant with on-going legal standards and requirements.

## 10 Security

bluesource does not access the Backup Data, apart from to automatically index individual filenames and the directory structure to aid identification and recovery of files by the Customer. The Customer is therefore responsible for undertaking appropriate virus detection and prevention actions to secure Backup Data against corruption.

bluesource offers an optional encrypted service. Any encryption keys associated with this must be securely retained by the Customer to avoid data loss. The warranty of tape quality is excluded from the Service, except where explicitly guaranteed by the manufacturer of the tapes.

bluesource adheres to ISO 27001 standards and is regularly audited as part of this procedure. bluesource will accept Customer audits of backup integrity via a test restore on a quarterly basis or other regular basis to be agreed between bluesource and the Customer.

## 11 Monitoring

bluesource monitors the Equipment (and Software) against the Target Service Levels. This monitoring is undertaken within the backup master server by bluesource. The monitoring includes critical components of the Equipment, interpreting error logs in order to seek to ensure that Data is backed up in accordance with this Service Schedule.

## 12 Reporting

bluesource will provide exception reports, notifying the Customer of any backup service failures. In addition, bluesource will provide monthly service reports detailing achievement against target service levels, Customer's servers and/or desktops protected, service and usage characteristics.

## 13 bluesource Responsibilities

As required for the performance of the Service bluesource will:

- Provide the Services to the Customer as set out in this Service Schedule.
- Install Software onto the Customer's agreed nominated servers and desktops to meet the reasonable operational requirements of the Services.
- Integrate and configure the Equipment and Software including testing to demonstrate to a nominated Customer representative that bluesource is capable of providing the backup service to the Customer.
- Remotely monitor the solution using automated processes.
- Undertake regular health checks of all backup servers and related components.
- Provide regular patch updates and upgrades to the Software and Equipment.
- Provide the opportunity for quarterly onsite meetings with a nominated Customer representative to discuss the performance of the Service against the Target Service Levels.

## 14 Customer Responsibilities

The Customer shall:

- **Account Administration -**
  - keep account details and any associated passwords secure and confidential at all times;
  - 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
  - be responsible for the administration for user accounts and services.
- **Security –**
  - be solely responsible for determining whether the security is sufficient for their purposes and for implementing any other security measures deemed appropriate. bluesource only provide security that is expressly advertised as part of the Service.
  - responsible for implementing reasonable security and environmental precautions to ensure a high level of system availability and data protection and recovery
  - responsible for securing Passwords and Encryption Key for the Service
- **No Ownership** – acknowledge that bluesource provide the Customer with the Services and they obtain no ownership of or interest in:
  - bluesource's or its licensors physical or virtual hardware;
  - software installed by bluesource on their physical or virtual hardware (unless supplied by the Customer or purchased on the Customer's behalf by bluesource), including and not limited to Operating System ("OS"); or
  - any bluesource (or their licensors) virtual computer, server or data storage accessed by the Customer as part of the Service.
- **No third-party beneficiaries** - accept that there are no third-party beneficiaries to this Service Schedule and indemnifies bluesource against claim by a person or Customer that they are a third-party beneficiary.
- **Provision of Service**
  - acknowledge that bluesource will solely determine how to operate their systems and provide the Services, including which software and systems are used, and may subcontract or outsource any function as they see fit in its absolute discretion.
  - Inform bluesource of any servers and/or desktops that no longer require the backup service, any new servers and/or desktops or any increase in Data exceeding 30% of current month Backup Data to be submitted for backup
- **Intellectual Property ("IP")** - in relation to any IP the Customer creates, modifies, stores, copies or transmits using the Services:
  - warrant to bluesource that they have all necessary legal right and authority to so create, modify, store, copy or transmit the IP. The Customer shall transfer [OR] licence such IP to bluesource to the extent necessary for bluesource to carry on the Service;
  - indemnify on a full indemnity basis bluesource against any breach of the above warranty and against any claim by a third party for any breach of the above warranty or any third party's intellectual property rights;
  - acknowledge that if a third party claims that (or bluesource has reason to believe that) there may be a breach of the warranty, bluesource are not obliged to provide the Service until the issue is resolved to its reasonable satisfaction;
  - acknowledge that notwithstanding any other provision in the General Terms and Conditions or this Service Schedule, no intellectual property ownership rights transfer from Customer to bluesource, or bluesource to Customer, as a result of this Service Schedule or the Services.
- **Communications Links**
  - provide dedicated communication links between bluesource's site and the Customer's network as required to use the Service.
  - provide VPN access between the Customer's site/s and the Service under this Service Schedule. Delay or failure to setup suitable access could affect bluesource's ability to provide the Service and should suitable access not be provided and completed after 2 months from the Commencement Date, bluesource are entitled to bill the Customer for the full Service.
  - perform and/or arrange all firewall configuration changes needed on the Customer's end to establish connectivity between bluesource and the Customer's sites at its own expense.

- o responsible for all Internet, communication and other costs associated with the use of the Services.

- **Support**

- o install the required operating system, database or application patches on servers and desktops identified by bluesource as necessary to meet the operational requirements of the Service;
- o if required and agreed by both Parties, provide a secure, monitored and protected rack space/data centre space to install onsite Equipment at the nominated Sites and provide necessary data communications network links for the Services to be provided;
- o alert bluesource to potential issues that may affect the performance of the Services including non-availability of servers or desktops, environmental failures in their data centre, network or internet connectivity, or external security threats that may be caused, but not limited to, virus or persistent system intrusion events;
- o provide access to the Customer's Sites (by prior arrangement) as required to provide the Service including desk, computer, telephony, stationary and any other equipment reasonably required to meet the requirements of the assignment;
- o acknowledge that bluesource's ability to provide support may be severely affected if an appointed Customer contact lacks the necessary technical and product knowledge to assist with the timely resolution of a fault. Accordingly, bluesource shall have no liability to the Customer in this regard.
- o provide bluesource with a list of personnel (including contact details), who are authorised to engage with bluesource support on behalf of the Customer, this list being updated from time to time by the Customer and communicated to bluesource.
- o provide a dedicated point of contact for major incident escalation and 24/7 out of hours contact/s, as frequently communicated to bluesource and updated.
- o provide details and reasonable documentation of any security policies and change management procedures that the Customer wishes bluesource to adhere to.
- o notify bluesource of any Customer planned changes, downtime and maintenance windows, and include bluesource in CAB and ECAB meetings where Services are likely to be affected, especially where the Services involve management of the Customer's systems.
- o be responsible for patching, hot fix and vulnerability application within their environment;
- o respond to and resolve escalations relating to issues not covered by bluesource under this Service Schedule.
- o be responsible for arranging any Third-Party Support and Maintenance contracts for applications and hardware referred to within the Service Schedule and relevant to the Service, for the duration of the Service Schedule, where not being provided by bluesource.
- o be responsible for Microsoft SQL server administration (except support of the database/s for Enterprise Vault).
- o be responsible for the support of applications and hardware, including that of Third Parties, not referenced in the Service Agreement.
- o be responsible for the Customer's environment outside of the Service provided by bluesource
- o provide up to date Customer contact information and ensure that bluesource is informed of any such changes

## 15 Backup Data Security

- 15.1** bluesource shall establish and maintain such security measures and procedures as are reasonable to provide for the safe custody of the System, the Software and the Backup Data and to seek to reasonably prevent unauthorised access to or use thereof.
- 15.2** Security copies and reconstruction of the System:
- a) Where requested bluesource, shall secure copies of Backup Data as required in the Backup Schedules and shall keep such Backup Data copies until Customer requests in writing for the Backup Data to be destroyed or returned;
  - b) In the event of any breakdown of or fault in the System with consequential loss or spoiling of the Backup Data or any part thereof, bluesource shall provide such Backup Data copies as to the Customer to enable the Customer to reconstitute the Backup Data.
- 15.3** Loss of the Backup Data: If the Backup Data or any part thereof shall be lost, destroyed or damaged whilst in bluesource's possession prior to inputting, then bluesource shall notify the Customer who shall, if available, promptly provide bluesource with copies of the Backup Data or other records held by the Customer, whereupon bluesource shall use such copy to resubmit for Backup Data generation.

## 16 Data Protection

- 16.1** 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/about/privacy-governance-terms/>), and the relevant Agreement, including this Service Schedule.

16.2 The following subcontractor is used in the delivery of the Service:

- **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 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.

16.3 Customer acknowledges that information processed in the course of performing the 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 its subcontractors pursuant to Customer's use of the Services, 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.

16.4 Customer understands and agrees that bluesource and its subcontractors have no control or influence over the content of the Backup Data processed by Service, which they perform on behalf of Customer.

## 17 Limitation of Liability

17.1 In variance to clause 18.2 (Limitation of Liability) of the General Terms and Conditions, each of the Parties total aggregate liability under or in relation to this Service Schedule (howsoever arising shall be limited to the total Fees received by bluesource from the Customer under this Service Schedule and relevant Work Order in the 12 month period preceding the written notice of the claim by the Customer.

17.2 Except as set out in this Service Schedule, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Service Schedule.

17.3 Subject to clauses 17.1 and 17.2, bluesource's maximum liability under this Service Schedule shall not exceed £2 Million (GBP) any one claim.

17.4 This clause 17 shall survive termination of this Service Schedule.

## 18 Audits and Record Keeping

18.1 From time to time the Customer (including its third party representatives) at its own cost, will have the right, and bluesource will provide the Customer or its agents with reasonable access, (subject to not less than five (5) working days prior written notice to bluesource indicating the scope of the proposed audit) to perform audits and inspections of bluesource and/or its subcontractors or other representatives to:

- a) verify the integrity of the Customer's Backup Data and to examine the systems, processes and procedures that process, store, support and transmit that data, and the processes that impact on the integrity of such data including bluesource's controls and security practices and procedures;
- b) examine bluesource's performance of the Services and compliance with its obligations under this Agreement including verifying compliance with the Service Levels; and
- c) Carry out any other audit activity to the extent required pursuant to any applicable law, regulation or industry code.

18.2 The Customer shall use all reasonable endeavours to ensure that its audit representative(s) perform any audit or inspection of bluesource and/or its subcontractors and/or its representatives in a reasonable manner so as not to have a material adverse effect on the performance of the Services and bluesource's business.

## 19 Intellectual Property Rights

Not forgoing clause 7 (Third Party Licences), clause 20.1.4 (Intellectual Property Rights), clause 22 (Ownership; No Implied Licences), and clause 24 (Nature of the Agreement) of the General Terms and Conditions:

19.1 The Customer acknowledges and agrees that bluesource owns or is licensed by a third-party proprietor to use all Intellectual Property Rights in:

- a) the Programs;
- b) the Software;
- c) the Systems;

- d) the Services Materials; and
- e) Subject to Clause 19.4, all materials connected with the Services and in any material developed or produced in connection with this Agreement by bluesource, its officers, employees, subcontractors or agents.

And except as expressly stated in this Clause 19, this Service Schedule does not grant the Customer any rights to any such Intellectual Property Rights.

- 19.2** bluesource hereby grants to the Customer a non-exclusive, revocable, royalty-free licence for the term of this Service Schedule to use the Intellectual Property Rights referred to in Clause 19.1 to the extent required for the Customer to receive the Service.
- 19.3** For any computer programs or equipment not owned by bluesource but nonetheless supplied for use as part of the Software or System, but including (without limitation) programs or equipment comprised in the Software or System, bluesource warrants that it owns or possesses (or at the time of performance will own or possess) all necessary licences or rights required of bluesource in performing its obligations under this Agreement and that such licences and rights include all enhancements, improvements, or upgrades to such programs or equipment.
- 19.4** The Customer owns and shall at all times continue to own all Intellectual Property Rights in:
  - a) the Backup Data (and all copies of such Backup Data); and
  - b) information generated from the Backup Data.

And the Customer hereby grants to bluesource a licence to use the same for the purpose of providing the Services.

- 19.5** Notwithstanding the above, insofar as these do not comprise/contain any Backup Data or Confidential Information of the Customer, bluesource reserves the right to use in any way it sees fit any skills and techniques acquired or used by it in the performance of the Service(s).
- 19.6** The Customer acknowledges that, in respect of any third-party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on bluesource obtaining a written licence from the relevant licensor on such terms as will entitle bluesource to license such rights to the Customer.

## **20 Excess Fees:**

- 20.1** Where the Customer's Backup Data exceeds the volume agreed in an applicable Work Order, bluesource shall be entitled to invoice the Customer for the additional volume.