



RESELLER - Professional Services SERVICE SCHEDULE

This Service Schedule should be read in conjunction with the General Terms & Conditions and the appropriate Work Order. It has been written to serve as a schedule between Bluesource and the Reseller, and where applicable, between the Reseller and Customer.

1 Service Overview

For this Service Schedule, the following additional definitions apply:

“Agile”	the Agile project management methodology.
“Agreement”	Agreement between the parties for Service, incorporating this Service Schedule, General Terms & Conditions and Work Order.
“Business Day”	Monday to Friday 09:00 – 17:00 BST/GMT (excluding UK Bank Holidays).
“Change Request”	a written instruction agreed between the Parties to alter the original scope of the project including, but not limited to changed deliverables.
“Customer”	the organisation buying and using the Service through the Reseller.
“Data Migration”	the migration of Customer owned data from one location and/or system to another
“Designated Contact”	an employee of the Customer or Reseller nominated as a contact point for Bluesource.
“Fixed Price”	a commercial model where payment does not depend on the number of resources or time expended by Bluesource. Should the project complete early and the deliverables met, no rebate or time owed is given to the Customer. Alternatively, provided the scope of the project has not changed or been impacted by the Customer, Bluesource will absorb overrun or efficiency. Such projects are usually paid in milestones, as per an agreed payment schedule.
“General Terms & Conditions”	the terms and conditions of business agreed between the Reseller and Bluesource, or Reseller and Customer, as applicable to the relationship between the parties.
“On Hold”	the status of a project which has not been active for three (3) calendar months or more at the decision of the Customer or Reseller, or due to delays by the Customer or Reseller, whereby Bluesource is not directly the cause for the project inactivity.
“Reseller”	an organisation selling Bluesource’s services to their customers, including the Customer.
“Service”	the professional service work procured for the Customer via a Work Order and as described in this Service Schedule.
“Service Schedule”	this service schedule which describes the Service.
“Service Start Date”	the date the Service is agreed to start, and in absence of this date, the date the order was placed with Bluesource by Reseller.
“Standard Rate”	the standard Fee for Bluesource to deliver the Services during the Business Day.
“Time & Materials”	a commercial model where payment depends on the actual number of resources and time expended by Bluesource, at an agreed Standard Rate and quantity. Unless otherwise agreed, the Customer is invoiced monthly in arrears for work delivered during that calendar month. Should the estimated resources and effort duration initially ordered vary from the actual effort and resources expended, the Customer agrees to generate a Purchase Order to cover the difference and be invoiced for the actual resources and effort expended by Bluesource;
“Work Order”	the document detailing an order for the Service agreed in writing by the relevant parties.

Any changes to this Service Schedule, the project, its scope or deliverables must be agreed in writing by the parties by way of a Change Request. Any non-documented changes are not covered by this commercial agreement and its terms and conditions.

2 Term and Termination

This Service Schedule shall commence on the Service Start Date and will terminate when the Services specified within the Agreement are provided in full unless terminated in accordance with the General Terms and Conditions, or as agreed in writing by the Parties.

3 Professional Services Availability

Professional Services are available during the Business Day, at Standard Rates and outside the Business Day, they may be arranged at an alternative rate, as shown in **Section 4** below.

4 Billing Rates

The Standard Rate for work completed within the Business Day and the rates applicable for any agreed work conducted outside the Business Day are as follows:

- ☒ Standard Rate applies during the Business Day;
- ☒ A minimum ¼ day (2 hours) will be charged at Standard Rate for remote consultancy or telephone based technical support;
- ☒ A minimum ½ day (4 hours) will be charged at Standard Rate for onsite consultancy or technical support within the M25;
- ☒ A minimum 1 day (8 hours) will be charged at Standard Rate for onsite consultancy or technical support outside the M25;
- ☒ Rates for work outside the Business Day are charged according to the following:
 - Monday to Thursday – 1.0 x Standard Rate
 - Friday and Saturday – 1.5 x Standard Rate
 - Sundays and UK Bank Holidays – 2 x Standard Rate
- ☒ Bluesource reserve the right to charge travel time to the Customer if the distance is >50 miles from London
- ☒ Travel disbursement costs >£50 will be charged to the Customer in accordance with Clause 8 of the General Terms and Conditions.

5 Customer Responsibilities

The Customer shall:

- ☒ Provide access to the Customer Premises (by prior arrangement) and any other equipment and resources reasonably required by Bluesource to provide the Service;
- ☒ Make available documentation on the configuration and setup of the environment where applicable to the Service;
- ☒ Provide a list of authorised personnel (including contact details) who can engage with Bluesource and ensure that Bluesource is informed of any changes;
- ☒ Nominate a primary point of contact for the duration of the Service;
- ☒ Provide details of any security policies and change management procedures the Customer wishes Bluesource to adhere to;
- ☒ Provide details of any maintenance windows, scheduled downtime or maintenance activities which may affect or impact the Service;
- ☒ Provide technical support for any issues and/or problems discovered by Bluesource, not covered under this Service Schedule or any other active service between the Parties;
- ☒ Provide relevant Third Party Support and Maintenance contracts for applications and hardware affected by the Services for the duration of the Service.
- ☒ 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.
- ☒ Ensure that their applicable systems and data are backed up prior to the commencement of the Service.
- ☒ Promptly pay Reseller for the Service, in accordance with the General Terms & Conditions and Work Order agreed between Customer and Reseller.

6 Reseller Obligations

The Reseller shall:

- ☒ Procure that the Customer shall meet their responsibilities listed in Section 5 (Customer Responsibilities) above.
- ☒ Maintain the Customer and Reseller relationship.

- Be responsible for the Agreement between Customer and Reseller, including any flow down of terms from its own Agreement with Bluesource, as necessary.
- 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 as Designated Contacts.
- Communicate up to date contact information for Reseller and/or Customer and ensure that Bluesource is informed of any such changes.
- Promptly invoice the Customer for the Service.
- Promptly pay Bluesource for the Service, in accordance with the General terms & Conditions and Work Order agreed between Reseller and Bluesource.

7 Cancellation / Reschedule Charges for Professional Services

Should scheduled work be cancelled or rescheduled by the Reseller and/or Customer, after the booking has been confirmed (a “Lost Day”), the Reseller and Customer are liable to pay a cancellation fee as follows:

- more than 5 days’ notice of cancellation: 10%;
- between 5 days and 48 hours’ notice of cancellation: 25%;
- between 48 hours and 24 hours’ notice of cancellation: 50%; and
- less than 24 hours’ notice of cancellation: 100%.

Where such a cancellation fee is caused by the Customer, the Reseller will charge the Customer accordingly, subject to their own Agreement with the Customer and shall pay Bluesource the invoiced cancellation fee. Where such cancellation fee is caused by the Reseller, they shall pay Bluesource the invoiced cancellation fee without undue delay.

A Lost Day will also be invoiced where scheduled work is unable to be started due to issues caused by the Reseller and/or Customer, in failing to meet responsibilities outlined in Clause 5 and Clause 6, as applicable.

8 Project On Hold

Should a Service be placed On Hold, irrespective of any billing schedule agreed between the parties, Bluesource shall be entitled to:

- Invoice 100% of any existing agreed expenses relating to the project that have been incurred;
- Invoice 100% of any software or hardware costs included in the Agreement;
- Invoice any remaining balance up to 75% of the project value for Fixed Price Project engagements;
- Invoice any remaining balance up to 100% of the Fixed Price project value if a project has been On Hold for 3 months (i.e. 6 calendar months of project inactivity).

If a project has been On Hold for 9 months (i.e. 12 calendar months after work was last completed), any remaining time will be forfeited, and the project closed.

9 Data Migrations

The following assumptions are fundamental to the successful outcome of any “Data Migration” Service. It is the joint-responsibility of the Customer, Reseller (where applicable), and Bluesource to identify any potential variances to the following assumptions as these may vary the professional services fee:

- The existing archive platform or associated hardware is not classified as “end of life” or “end of support” by the respective vendor or manufacturer.
- The source archive software version must be compatible with the proposed third-party migration tool. It may be necessary to upgrade the source archive platform prior to the Proof of Concept, pilot and/or migration to avoid degraded migration results. Unless otherwise stated, upgrades of this nature are not covered under this Agreement.
- The source environment is in a healthy state and is “fit-for-purpose” to accommodate the extraction of the required data.
- Migration throughput is a product of the performance and health of the archive source, its underlying and associated hardware and the selected tools used to extract/transform the data.
- Bluesource estimates an average migration rate of no less than 200GB per week, per migration work stream, although this is not guaranteed.
- Any Customer infrastructure limitations, bandwidth constraints, or a failure to provision the requisite number of work streams may impact the average migration rate, which could result in a change request for additional funding/increase in Fees.
- The Customer will provide the migration physical hardware or virtual servers to allow Bluesource to build the migration servers. This migration platform will be provided at no additional cost to Bluesource.
- The Proof of Concept and/or pilot phase will determine the estimated throughput and will be used to calculate the number of parallel work streams required to achieve the desired migration rate. It may not be possible to achieve the desired migration rate if Customer infrastructure, bandwidth or Customer personnel allocation is inadequate.

- Any existing corruption or corrupted items that exist in the archive source will not be migrated or repaired. Accordingly, any associated remediation activities with the repair of these items is not included under this Agreement.
- Typically, >90 % of items will be migrated; and up to 10% of failed items from any given 1TB sample may require escalation to third party. Missing items that are catalogued in the database, but no longer actually exist in the source system are not included in this Agreement, (i.e., shortcuts/references to missing items and/or corrupt).

10 Warranty

- The Customer and Reseller warrant that the Customer's environment will be in a suitable state for the commencement of the Services, is in a reasonable state of health, and any prerequisites that are reasonably required and communicated by Bluesource for the commencement of the Services have been met.
- Project sign off constitutes project acceptance in full, including any commercial terms and deliverables.
- Unless a project includes "as built" documentation as part of the deliverables, or as a chargeable additional piece of work, no warranty is given.
- Warranty only applies to environments that remain unchanged and/or unmodified by the Customer or Reseller with respect to the "as built" document.
- Bluesource does not warrant SharePoint development work which has been developed with an Agile approach, as the deliverables are accepted as the project progresses and signed off. This applies to both Time & Materials and Fixed Price engagements.
- All SharePoint work delivered on a Time & Materials basis does not have a warranty and any additional work including remedial, bugs and changes, will be billable at a rate agreed between the Parties in writing.
- The deliverables of SharePoint work delivered as Fixed Price and not developed via an Agile approach, incurs a warranty period of twenty-eight (28) calendar days from the date provided to the Customer. The warranty period only applies to in scope work and does not encapsulate any change requests, or remedial activities. In scope work includes any customisations or custom development on the SharePoint platform. Any issues related to client systems, the SharePoint product itself, or third-party products used within an overall solution are not included within the warranty period.
- Bluesource does not warrant the throughput and success rate of any data migration work.
- Bluesource does not warrant against the corruption of data during data migrations.
- For non-SharePoint work, unless otherwise agreed in writing between the Parties and as per clause 9 above, Bluesource warrants the work completed as part of the Services, for twenty-eight (28) calendar days after the completion of the project.
- Warranty shall be limited to reasonable resources and time to rectify any agreed issues, which are deemed to be because by or the responsibility of Bluesource.

11 Support

Any products procured and sold through Bluesource, unless otherwise stated and covered by a relevant service agreement, are supported directly by their associated vendor. Any facilitation required from Bluesource will be considered billable, as per Section 4 above.

12 Data Processing

Personal Data provided by the Customer and Reseller 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 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.

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.