

Advanced Support for Azure Virtual Desktop 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

In today's rapidly evolving digital landscape, organisations face mounting pressure to deliver secure, flexible, and scalable remote working environments. Azure Virtual Desktop (AVD) offers a powerful platform for enabling anywhere, anytime access to business-critical applications and data. However, the complexity of maintaining robust governance, security, and compliance across a dynamic AVD estate presents significant challenges for technology teams.

The Bluesource Advanced Support for Azure Virtual Desktop service, (the "Service") delivers end-to-end observability of AVD resources deployed to Azure ensuring that the Service operates efficiently, is secure and performs as expected with early-warning alerting, troubleshooting and, where appropriate, remediation of issues as they arise in the platform. Our unique out-tasking based approach ensures that master images are well managed, secure and compliant, updates to the platform, system hosts and applications are controlled to maximise stability and performance and the solution is standardised, optimised and evergreen. This is combined with inclusive support and proactive out-tasking activities that we perform on your behalf during the lifecycle of the service.

The Service combines several key features to help ensure that the cloud infrastructure & virtual desktop estate remains secure, compliant, cost efficient and performant. The Bluesource 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 inhouse, escalating to a vendor for debugging or assigning to our managed service team for change requests.

Alongside this, for services that are being monitored by us, as thresholds are breached, tickets are automatically generated in the ITSM tool where severity-based priority decisions are made automatically using our intelligent monitoring matrix.

bluesource uses a combination of resource-based monitoring and observability techniques with threshold alerting to ensure resources are healthy and proprietary scanning and reviews of the estate for optimisation recommendations. The alerts and reports are analysed by the bluesource managed service team to add human contextual awareness delivering meaningful findings and recommendations. Service-level dashboards deliver easy to consume RAG status roll-ups ensuring that you can quickly ascertain all the resources that make up an application or service and identify which resource may be causing the highlighted issue thus reducing the mean-time-to-resolution (MTTR) for the outage.

The Customer service desk will remain responsible for taking end user calls, performing triage and actioning first-time fixes and will remain responsible for desktop support where face-to-face or 'hands-on' access is required to end user compute devices. The SMC will work alongside, acting as an extension to the Customer's team to receive incident escalations from the level 1 teams, troubleshooting issues, actioning service requests where they pertain to the Azure Virtual Desktop services and managing escalations through to Microsoft, when necessary.

The Service includes the following key features:

- 2nd and 3rd line support for issues arising out of the day-to-day business as usual activities to maintain and optimise the performance and health of the Service.
- Azure Virtual Desktop resource monitoring, alerting and proactive healing to provide powerful insight into the pool components deployed, their dependencies and automatically raise tickets when performance thresholds are breached, or specific events occur to troubleshoot early and reduce the impact of a resource outages.
- Azure Virtual Desktop dashboards to highlight RAG status of pools and the dependency stack to identify the application outages quickly thus helping to reduce the mean-time-to-resolution.
- Azure Virtual Desktop proactive out-tasking delivering the important daily, weekly and monthly activities needed to keep the platform healthy, optimised, well governed and cost efficient.
- Usage reporting and recommendations to help plan future roadmap of the service.
- Master image update management monthly patching of Azure Virtual Desktop master images operating systems and applications to ensure the platform remains up to date and protected as patches are released as well as ensuring session host standardisation and predictable user experience by controlling session host configuration.
- Inclusive hours to deliver on-demand activities throughout the contract such as workshops, workload current state assessments and the implementation of non-standard change requests, service requests and remediation activities.
- Service delivery management to support and manage service quality, govern relationships, and assist with expectations and requirements of the Service.

For 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).

"Inclusive Hours"

A bundle of hours to be utilised for on-demand activities to deliver a defined outcome such as engagements defined in the inclusive hours catalogue, technology roadmap sessions or configuration of specific features or policy settings within a Bluesource in-house supported product.

"Inclusive Hours 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 Chargeable Hours activities. The initial amount of inclusive hours is detailed in the Work Order.

"Escalation Support Add-on"

a service add-on to facilitate the escalation of an incident on to MS (please see the Escalation Support Add-on service schedule at: a copy of which can be found at https://www.bluesource.co.uk/privacy-and-governance).

"Fair Usage Policy"

the number of inclusive hours logged against the Customer's account in any calendar month that are used for reactive support incident. The number of hours included per calendar month is as detailed in the Work Order

"Images"

the number of distinct Azure Virtual Desktop master images that are managed under this agreement is limited to one (1) unless otherwise 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.

"Pools"

the number of distinct Azure Virtual Desktop host pools that are managed under this agreement is limited to one (1) unless otherwise detailed in the Work Order.

"Proposal"

quotation document generated on Orderporter or issued by other means for Goods and/or Services from Bluesource.

"Service Level Agreement (SLA)" the Service level obligations set out in this Service Schedule.

"Service Modules"

Service Modules define the specific options that are included as part of the Service, as detailed in the Service Inclusions section of this Service Schedule. The modules that are included as part of the Service are detailed on the Work Order along with included limits. If none are selected on the Work Order, only the 'Standard' module is included as default.

"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.

"Support Data"

all data, including all text, sound, video, image files, or software, that are provided to Bluesource by or on behalf of Customer under this Agreement or produced during the relationship between the Parties, such as and not limited to support tickets, project documentation, contracts, purchase orders, invoices, and emails.

"Supported Products" the product/s to be supported under this Service, which includes Azure Virtual Desktop only.

"Target Response Time" ("TRT")

The target time to acknowledge receipt of a ticket that has been logged for the Customer by the SMC.

"Target Time to Action" ("TTA") The target time for work to begin on a ticket raised under the Service.

"Temporary Fix" or "Workaround" A change advised by Bluesource in the procedures to be followed by Customer to minimise any disruption caused by an Incident.

"Ticket" a ticket raised for Bluesource to resolve an Incident for Customer.

"Update Rollout"

the number of image updates included under this agreement is limited to twelve (12) per annum unless otherwise detailed in the Work Order.

"Work Order"

the document detailing an order for Services and/or Goods agreed in writing by the Parties, including but not limited to: the Customer accepting a Proposal; issuing a purchase order to Bluesource; placing an order via an order form, email, or other means; or receiving a document labelled 'work order' from Bluesource.

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 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.

Fair Usage Policy

At the end of each quarter, Bluesource will review the number of hours logged against the agreement and should the average number of hours per month exceed the number of inclusive hours included in the Fair Usage Policy by more than 10%, Bluesource may require the purchase of an increase to the Fair Usage Policy hours to guarantee the continuity of the Service. Bluesource may at its discretion, continue to provide the Service whilst discussions regarding the plan of action for the next quarter takes place with the Customer. Bluesource may at its discretion suspend the service if, after 1 (one) quarter, an agreement between the Parties has not been formalised, by means of a purchase order and signing the related quote.

Inclusive Hours Time Bundle

The Inclusive Hours Time Bundle Account hours 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 Inclusive Hours Time Bundle Account hours are drawn down in hourly increments where activities are ad-hoc requests based on the number of hours used for the Inclusive Hours Activity. Where a defined workshop, assessment, regular activity or defined outcome is selected, the number of hours that the activity will consume will be communicated to the Customer before the activity takes place and will be drawn down from the bundle on the completion of each activity. When the Customer's Inclusive Hours 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 Inclusive Hours Time Bundle Account record a negative number, Bluesource may suspend the provision of Service, pending the purchase of additional hours.

A minimum of 40 hours may be purchased as a Work Order to 'top up' the Customer's Inclusive Hour's Time Bundle Account. 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 a percentage of the unused hours forward to the next contracted year.

3 Service Availability

The Service provides 24x7x365 monitoring and alerting.

The SMC will be available 24x7x365 for logging of Priority 1 Incidents.

Priority 2, 3 and 4 Incidents and service requests can be logged and actioned during the Business Day. Outside of the Business Day calls will be logged and actioned the next Business Day subject to service levels.

From time to time, it will be necessary for Bluesource to schedule maintenance which could cause a disruption to the Service. Bluesource will endeavour to provide a minimum of 72 working hours notice before conducting any planned Service 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. Bluesource shall advise Customer at the earliest opportunity where such activities have impacted Service. By the nature of emergency application of such activities, it is not possible to advise customers in advance, to prevent failure or timely resolution.

4 Service Inclusions

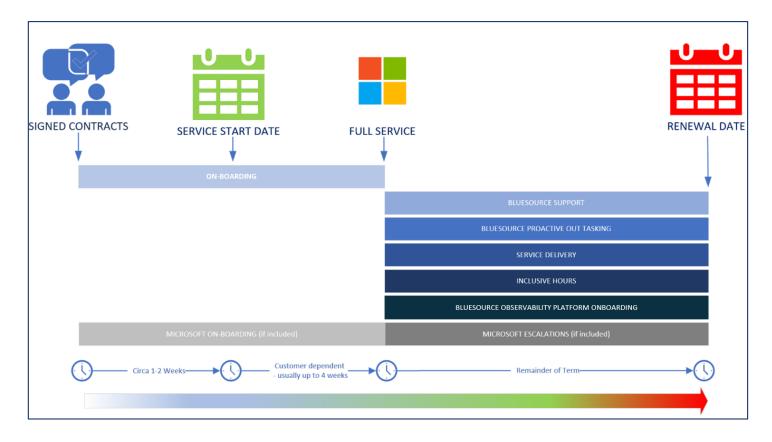
Service Component	Description	Hours of Service / Frequency	
Resource health & performance monitoring	24x7 health monitoring and observability of Azure Virtual Desktop resources.	24x7	
Alert triage	Triaging of alerts raised through monitoring and aligning to correct team for troubleshooting or actioning.	24x7	
Automated ticket generation	Automated ticket generation for breached thresholds and interesting events related to Azure Virtual Desktop.	24x7	
Dashboards	Application-level health dashboards showing RAG status for Azure Virtual Desktop.	24x7	
Log ingestion with health anomaly detection	Ingest logs from Azure Virtual Desktop to build a baseline and alert on anomalous behaviour and activity. Log data is retained for 12 months. Refer to Work Order for included limits.	24x7	
Incident management	2 nd and 3 rd line remote technical support for Azure Virtual Desktop with incident activity tracking & reporting.	Business Day	
Problem management	Managing identified problems through to resolution and updating the internal knowledgebase for expedited future resolutions.	Business Day	
Service Level Agreement (SLA) driven TRT & TTA	See section 6 (Service Levels) for SLA details.	n/a	
Major incident reporting	Service delivery management reporting for any P1 major incidents through to resolution.	Business Day	
Monthly service reports	Report detailing service and time bundle usage - delivered via email.	Once per month	
Monthly service reviews	Meeting delivered by the service delivery manager to review the service delivery, service utilisation along with addressing any challenges.	Once per month	
Continual service improvements reporting	Monthly governance reporting highlighting Service usage and capacity management statistics with recommendations for continual service improvements.	Once per month	
Master image Update Rollout	Twelve (12) master image updates per annum.	Once per month	
Inclusive Hours Bundle	Bundle of time to call off for on-demand activities such as workshops, feature reviews and assessments and the implementation of non-standard change requests, service requests and remediation activities. Note: this is not to be used for projects or rollout of new services. These types of requests will be treated a separate project workstreams that will be quoted for and governed by a dedicated statement of work.	Business Day	
Well-defined pre-approved activities that do not require change board review:- Installation of a new app to one of the in-scope master images to be rolled out during the monthly pool re-roll. Removal of an app from one of the in-scope master images to be removed as part of the monthly pool re-roll. Scaling up or down the master image and session hosts to a different virtual machine size. Scaling out or in the number of session hosts for a given host pool.		Business Day	

User assignment changes.	
Azure Virtual Desktop policy changes.	
Publishing applications to users	
Refer to Work Order for included limits.	

Notes:

- Tickets can be raised by one of up to 10 designated contacts by calling the SMC on 0345 319 2200, or by emailing: support@bluesource.co.uk
- P1 classified Incidents must be reported by telephone to receive the appropriate response.
- P2, P3 and P4 classified Incidents may be reported by either telephone, or email.
- Where necessary to troubleshoot and resolve an incident, Bluesource may, with the Customer's permission and supervision, need to remote on to the Customer environment using appropriate remote-control software.

5 Service On-boarding and Lifecycle



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:

- Holding an on-boarding call,
- Creating and circulating the Service Operations Manual,
- Provisioning Bluesource named accounts for the SMC and managed service consultants,
- Assigning Bluesource any necessary rights (as per section 11 below),
- On-boarding to the Bluesource observability platform, and
- On-boarding to the Bluesource cloud management platform Quantum

During this on-boarding phase, Bluesource will be unable to provide support, conduct any out-tasking or escalate any Incidents to Microsoft 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 Support:

The Bluesource Support element of the Service is available from the Full Service Start Date, for the Term of the Service.

Bluesource Proactive Out-tasking:

The Bluesource Proactive Out-tasking element of the Service is available from the Full Service Start Date, for the Term of the Service.

Service Delivery Management:

The Service Delivery Management element of the Service is available from the Full Service Start Date, for the Term of the Service.

Inclusive Hours:

The Inclusive Hours element of the Service, subject to this having been purchased in the Work Order, is available from the Full Service Start Date, for the Term of the Service.

Microsoft Escalations:

The final element of the Service, subject to this having been purchased in the Work Order, the ability for Bluesource to be able to escalate Incidents to Microsoft 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 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)	Target Time to Action (Business Day)	Target Time to Action (Outside Business Day)
P1 – Critical	15 minutes	15 minutes	1 hour	1 hour
P2 – Urgent	4 hours within business day	N/A	4 hours within business day	N/A
P3 – High	1 business day (within 10 hours)	N/A	1 business day (within 10 hours)	N/A
P4 – Low	Next business day (within 20 hours)	N/A	Next business day (within 20 hours)	N/A
Service Requests	48 hours	N/A	48 hours	N/A

Monthly reports will be delivered within 7 working days of the start of the month.

Quarterly reports will be delivered within 14 working days of the start of the quarter.

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.

7 Raising Tickets

Tickets can be raised by one of the Customer's 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**, 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.

8 Key Performance Indicators (KPI) for update management

The following key performance indicators will be used to measure the effectiveness of service delivery where not covered by measurements of service level discussed previously in this Service Schedule. These KPIs only apply to the Update Management Service Module, if taken out under the Agreement.

Windows Monthly Quality Updates

Windows operating system updates, defined as 'quality updates' including security, non-security, critical and updates provided to address a zero-day vulnerability, that are published by Microsoft on the second Tuesday of each month, known as 'Patch Tuesday', will be released to the pilot and production ring groups within the following defined timescales:

Endpoint Ring Group (as defined in Intune)	Saturation Target (#days)	Notes	Reporting
Ring Group X 14		Depending on the number of Windows virtual machine resources under management, one or more ring groups will be defined with updates deployed to that group of machines following release.	Included in monthly report pack.

The 'Saturation Target' is the maximum length of time, in days, after Microsoft has published the update or updates that the update or updates should be deployed to the in-scope Resources notwithstanding any exceptions that have been agreed between Parties and documented in the Service operations manual.

Only operating systems that are within the Microsoft official supported lifecycle are considered in-scope for updates through the Service. Refer to the Work Order for Resource Types and Resource Limits.

Bluesource expects that these types of updates are considered 'standard changes' and will not require formal change board approval to meet the defined schedule.

Windows Out-of-Band Quality Updates

When Microsoft publishes an out-of-band quality update or updates to address an active zero-day vulnerability for Windows operating systems, the update or updates will be released to in-scope Resources using the following expedited schedule:

Endpoint Ring Group (as defined in Intune)	Expedited Deferral Period (#days)	Notes	Reporting
Ring Group X	0	These are test and pilot devices that are used to validate the efficacy of updates.	Daily for one week following release and the rolled up into monthly report pack.

Bluesource expects that the Customer security operations centre (SOC) will be responsible for raising tickets with Bluesource for out-of-band update or updates that require deploying to address a zero-day vulnerability or vulnerabilities.

Bluesource expects that these types of updates are considered 'standard changes' and will not require formal change board approval to meet the defined schedule.

Only operating systems that are within the Microsoft official supported lifecycle are considered in-scope for updates through the Service. Refer to the Work Order for Resource Types and Resource Limits.

9 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:

- Implementation of new workloads and features Bluesource can deliver these through discrete project engagements via our project delivery service.
- Monitoring of resources not supported by our observability platform.
- Support or maintenance of applications deployed to the virtual desktop infrastructure.
- Proactive maintenance except for where specified in the service inclusions.
- Troubleshooting & diagnosis of WAN, LAN, firewall, proxy or any infrastructure services outside the in-scope Azure subscription(s).
- End user call logging (level 1 support) this service is not designed for end user support; the service is available to named callers and is considered a service desk to service desk offering.
- Documentation of any infrastructure.
- Onsite response to any incident requests, service requests or change requests.
- Availability of Microsoft Azure platform.
- Supply of licensing or subscriptions.
- Realtime security alert reporting or threat hunting.
- Support of any non-Microsoft products, applications or platforms.
- Support of products that are end of life or out of extended support.
- Synthetic transactions.
- Custom development.
- Patching and management of end user compute hardware or software applications and packages.
- Where incidents are deemed to be platform related and require escalation to Microsoft, we will escalate incidents via the Customer's existing cloud solution provider (CSP) or direct support agreement. Where Customer has purchased the Enhanced Support Add-on, we will escalate incidents to Microsoft directly.

10 Supported Resources

For the purposes of this services agreement, the supported resources that are covered is limited to the Azure Virtual Desktop resources.

NOTE: Bluesource shall only support Microsoft operating systems and resources that are within the Microsoft support lifecycle. Products that have reached end of servicing or end of support are considered out of scope of the Service.

11 Customer obligations

The Customer shall:

- Provide sufficient available bandwidth on the Customer network to support the Azure Virtual Desktop resources 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.
- Maintain relevant Third-Party support and maintenance contracts.
- 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.
- ldentify 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.
- Maintain suitable licensing to support the Azure Virtual Desktop service should the Customer wish bluesource to manage licensing then we can quote for licenses through the Microsoft Cloud Solution Provider (CSP) program.
- Designate Bluesource as "Partner of Record" with Microsoft.
- Grant Bluesource access to subscriptions and tenants through granular delegated admin controls and Azure Lighthouse.
- Subscribe to Azure hosting subscriptions under a separate agreement. This service does not include supply of subscriptions.
- When logging an incident provide, as a minimum, the information detailed in clause 5 above, for Bluesource to assign the most appropriate priority service level to an incident.
- Maintain an active Microsoft Support agreement throughout the lifecycle of this agreement unless the Escalation Support Add-on has been purchased through Bluesource or the Azure subscription is supplied by Bluesource.
- Maintain stable and available WAN, LAN, firewall and proxy services.
- Ensure all in-scope resources are correctly licensed.
- Where the Customer has not purchased a computer system backup service from Bluesource, the Customer shall 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.

12 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.