



# Schedule Document

## Consulting Services

**PUBLIC**  
NODE4 LIMITED  
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## Schedule document

### Consulting services

This schedule contains additional terms and conditions, service description & Service Levels applicable to the Consulting Services and should be viewed with associated Order Form, Node4's General Terms and Conditions and the Acceptable Use Policy.

#### 1. Overview

Node4 provides Consulting Services to address a range of requirements, the scope of this service shall be detailed in the Order Form or SOW.

#### 2. Definitions

**“Consulting Acceptance Form”** means the form provided by Node4 to the Client indicating completion of the Consulting Services;

**“Consulting Day”** is a Business Day dedicated to Consulting Services as defined in this Schedule;

**“Professional Service Fees”** means the professional service charges detailed on the Order Form, SOW or otherwise agreed in writing between the Parties in accordance with Clause 4 below;

**“Site”** means the space occupied by Client and/or Node4 where the Client requires the Service.

**“Statement of Work” or “SOW”** means a statement of work signed by the Parties under which Node4 shall provide Goods and/or Services to the Client.

#### 3. Specific terms

The following terms and conditions shall apply when Node4 provides Consulting Services to the Client.

##### 3.1 Employees

Without the prior consent in writing of the other, neither Party shall during the term of this Agreement or for six (6) months thereafter solicit, procure, or attempt to procure the employment of any persons employed in the provision of the Service. The Client will extend this provision to its own customers, where Node4 is undertaking work on behalf of the Client for

a third party. If either Party fails to adhere to this term, then a sum equal to the yearly wage of the employee whose services have been solicited or procured, will be payable to the Party that has suffered the loss of personnel.

Notwithstanding any degree of supervision exercised by either Party over employees of the other, in no circumstances shall the relationship of employer and employee be deemed to arise between a Party and any employee of the other.

#### 4. Fees

##### 4.1 Consultancy service fees

The Client shall pay Node4 for those Consultancy Services specified in the Order Form

Where Node4 has agreed a discounted Consulting rate for the purchase of volume Consulting days the following clause shall apply:

Node4 shall automatically invoice for any unused Consultancy days on the 12-month anniversary date from the original Order Form.

##### 4.2 Expenses

If the Consulting Services require Node4 to attend a Client Site, unless otherwise agreed in the Service Statement or the Order Form, the Client shall incur additional charges relating to travel, subsistence, accommodation and any other reasonable expense. Unless otherwise stated in the Order Form the following Charges will apply in addition to the Consulting Day Charges:

- Mileage £0.45 per mile;
- Accommodation Node4 incurred cost plus a 5% administration fee;
- Subsistence Node4 incurred cost plus a 5% administration fee;
- Travel Node4 incurred cost plus a 5% administration fee; and
- Other Expense Node4 incurred cost plus a 5% administration fee.

##### 4.3 Out of hours

Unless otherwise stated in the Order Form, an additional Charge of £250 per hour will be applied for any work delivered outside of Business Hours.

## 5. Client responsibilities

The Client shall sign an Order Form provided by Node4 which includes (i) an estimate of how many Consulting Days are required to complete the specified tasks and (ii) a timetable for completing the specified tasks;

Upon completion of the Consulting Services, unless Node4 receives written notification stating otherwise from the Client within two (2) Business Days of such completion, the Client shall be deemed to have accepted that all work has been carried out satisfactorily in accordance with the Service Statement.

The Client shall Co-operate with Node4 in all matters relating to the Services and appoint a project manager, who shall have the authority on matters relating to the Services.

The Client will provide in a timely manner such information as Node4 may request, and ensure that such information is accurate in all material respects;

The Client will provide in a timely manner such access to the Client's equipment and data, and such office accommodation and other facilities, as is requested by Node4.

If the Consulting Services require Node4 to attend a Client Site, the Client shall:

- Protect the health and safety of the Node4 personnel whilst on the Client Site, including, without limitation, ensuring the presence or availability of an appropriate Client representative during such visits;
- Provide Node4 with wireless or Ethernet connected internet access;
- provide Node4 with access to the Client System (including, without limitation, its computers) as Node4 requires for the provision of the Consulting Services and if insufficient access to the Client System is provided, Node4 shall not be obliged to perform the Consulting Services and may, in Node4's sole discretion, charge the Client for any costs and expenses reasonably incurred by Node4 as a result of trying to provide the Consulting Service

If Node4's performance of its obligations are prevented or delayed by any act or omission of the

Client or the Client's agents, sub-contractors or employees, the Client shall in all circumstances be liable to pay to Node4 all reasonable costs, charges or losses sustained or incurred.

## 6. Provision of services

### 6.1 Consultancy

Volume consultancy days will be agreed based on the total number of days and the expected timeframe for delivery of the days. Unless otherwise agreed all volume, consultancy days must be used within twelve (12) months from the date of Order Form.

Node4 will take every care to arrange and agree consultancy dates with the Client. Once these dates are agreed and confirmed by Node4 the Client will be bound by the cancellation clause 6.6.

### 6.2 Entitlement

Unless otherwise agreed in writing between the Parties, a Consulting Day is comprised of seven hours within any given Business Day and the Client shall not be entitled to receive any deduction, refund or compensation for Consulting Services which are completed in less than an entire Business Day.

### 6.3 Service hours

Node4 shall undertake the Services during Business Hours.

All Services provided by Node4 during the Business Hours shall be charged as defined on the Order Form.

For Consulting Services performed outside of *Business Hours*, an additional charge shall be applied pursuant to clause 4.3.

### 6.4 Timetable

The timetable may be amended at any time by written agreement between the Parties provided that if the Client cancels an appointment with less than five (5) working days notice, the Client shall not be entitled to have such appointment rearranged and Node4 shall not be required to reimburse the Client for such cancelled appointment. The Client accepts that this is a reasonable pre-estimate of Node4's loss and this does not constitute a penalty.

## 6.5 Changes

If the Client wishes to change the scope of the Services, it shall submit details of the requested change to Node4 in writing.

If the Client requests a change to the scope or execution of the Services, Node4 shall, within a reasonable time, provide a written estimate to the Client of:

- the likely time required to implement the change;
- any variations to Node4's charges arising from the change;
- the likely effect of the change on the Services or SOW;
- any other impact of the change on the terms of the Contract.

If the Client wishes Node4 to proceed with the change, Node4 has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the scope of works and any other relevant terms of the Contract to take account of the change.

If Node4 requests a change to the scope of the Services, the Client shall not unreasonably withhold or delay consent to it.

## 6.6 Cancellation

If the Client wishes to cancel an Order Form or any part of it for any reason on five (5) or less working days before the specified delivery date Node4 reserves the right to charge a cancellation fee at its discretion of 100% of the Invoice Charge.

If the Client wishes to cancel a Order Form any part of it for any reason less than ten (10) working days and no more than five (5) working days before the specified delivery date Node4 reserves the right to charge a cancellation fee at its discretion of 50% of the Invoice Charge.

If the Client wishes to cancel the Order Form or any part of it for any reason on ten (10) or more working days in advance of the specified delivery date then Node4 reserves the right to charge the Client for any loss and expense incurred by Node4 as a result of such cancellation.

A Order Form will only be deemed to be cancelled where Node4 receives written notice of such cancellation detailing those parts of the Order Form

to be cancelled and this must be sent to the account manager or technical lead either by (electronic mail) or to Node4 registered office address.

## 7. Service measures

There are no service Credits available relating to Consultancy Services.

## 8. Service credits

There are no service Credits available relating to Consultancy Services.