



Schedule Document
Data management and ancillary
services

PUBLIC
Node4 Limited
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Schedule document

Data management and ancillary services

This schedule contains additional terms and conditions, service description and service levels applicable to the Data Management and Ancillary services and should be viewed with associated Order Form, Node4's General Terms and Conditions and the Acceptable Use Policy.

1. Overview

Node4 Data Management and Ancillary Services provide the Client with access to an operational support service. There are various components to the Managed Service and the Client solution as stated in the Order Form will be formed from a number of these:

- On-Boarding Service;
- Incident & Event Management;
- Client Request Fulfilment;
- Monitoring and Alerting;
- Tuning;
- Patch Management;
- Back Up Management;
- Disaster Recovery Test Support and
- Consulting Service,

(Each a **"Service"** and together the **"Services"**).

It should be noted that the Consulting Services may form part of a Data Management and Ancillary Service solution, details of the Consulting Service are covered in the Consulting Services Service Schedule and is not covered by this document.

2. Definitions

"Consulting Day" is a Business Day dedicated to Consulting Services as defined in this Schedule

Consulting Service(s) means the consulting Service provided by Node4 as described in Consultancy Service Schedule;

"Database Log-on Account" means a database account with administrative level access;

"Event" means when any monitored component of the Supported Software is not operating pursuant to

its standard functionality, as identified by a Monitoring Agent and indicated by alerts on Node4's Monitoring Host;

"Incident" means an unplanned interruption to a service or a reduction in service quality

"Initial Response" means the period of time beginning when Service Ticket is opened by the Service Desk and ending when Node4 provides an email or telephone response to the designated Client contact;

"Monitoring Agent" means software deployed on a Client target server to support advanced monitoring;

"Monitoring Host" means software deployed on a dedicated Client server at the Client Site to allow the installation of Node4 tools;

"Patch Management" means the patch management Service provided by Node4 pursuant to the Patching Schedule and this Schedule;

"Patching Schedule" means an agreed and documented plan detailing the policy and procedure for implementing software patches;

"Server Log-on Account" means a domain account with administrative level access for Node4;

"Priority Level" shall have the meaning prescribed in clause 7.2 of this Schedule;

"Service Desk" means the single point of entry for all Service Tickets and Service Requests which can be accessed over the phone, by email or via our portal.

Service Request means a Service Ticket opened by the Client for the purposes of request fulfilment and investigated by the Node4 Service Desk

"Service Ticket" means the tickets which are raised in relation to Incident or Service Request

"Support Level" means the level of support purchased by the Client as set out in a Order Form;

"Supported Software" means the database software component of the Client System directly under the support by Node4 as set out in a Order Form;

"**Target Remedial Action Time**" means in relation to Service Levels for a Service Ticket raised under this Schedule, the length of time, commencing immediately following the initial response, by which Node4 shall make reasonable endeavours to commence remedial action;

3. Specific terms

The following terms and conditions shall apply when Node4 provides Data Management and Ancillary Services to the Client.

3.1 Ordering

Node4 reserves the right to reject or, subject to, amend details for any one or more Services in a Order Form, including the expected delivery date for a Service, if:

- The cost of any third party services required for a Service change from those used in Node4's calculation of the Fees in an Order Form; and/or,
- A Service is supplied subject to survey and such survey reveals information that was unknown to Node4 at the time of quoting and which could affect the availability, performance, delivery timeframes and/or Fees offered.

If Node4 amends the details of a Service on an Order Form, Node4 will notify the Client and provide Client with a new order form for the affected Service only.

Client shall have five (5) Business Days to accept the changes or to cancel the affected Service. If the Client does not accept the revised order form within five (5) Business Days of notification, Node4 reserves the right to cancel the affected Service in the Order Form without any Liability to the Client by notice in writing to the Client. If there are any other Services on the Order Form, these shall remain unaffected.

3.2 Termination

Following Termination, at the expiry of the contract term Node4 shall delete any collected monitoring or incident ticket data relating to the Agreement within 60 days of the expiry date.

3.3 Licencing

Any licenses installed / activated or implemented by Node4 as part of the Data Management and Ancillary

Services is completed in line with the Client approved statement of work, it is the Clients responsibility to ensure it has sufficient licencing in place during and following the agreed work and any software is used in accordance with the vendor terms and conditions of usage.

4. Fees

Fees for one-off Charges, Charges for the sale of Products and any other one-off Charges, upon the signature of the order form and reoccurring fees will commence when Service is available for use by the Client, this will follow the agreed date for commencement of Service.

4.1 Consultancy service fees

The Client shall pay Node4 for those Data Management and Ancillary Services specified in the Order Form in accordance with the Order Form;

5. Client responsibilities

In order to deliver the service the following areas are the responsibility of the Client:

- Hardware availability and support;
- Operating system availability and support;
- Network availability and support; and
- Information security controls including the use of complex passwords.
- Any other part of the Client System not detailed in the Order Form.

Client shall notify the Node4 immediately if it is subject to a security breach which has or could impact the services being provided.

6. Provision of services

The following aspects can be supplied within the Data Management and Ancillary services, what is included with be defined on the Order Form.

6.1 On-boarding service

The On-Boarding Service will be supplied along with any other Services the Client elects to purchase under this Service Schedule. Node4 shall provide the On-Boarding Services through its Consulting Service, as defined in the Consultancy Service Schedule.

Unless specified otherwise in an Order Form, in order to provide Services Node4 shall require:

- Server Log-on Accounts;
- Database Log-on Accounts;
- A Monitoring Host server;
- The opening of any firewalls ports, as agreed during On Boarding; and
- VPN access into the Client Site and Supported Software.

Node4 will not be responsible for any Service failures caused by Client network or server related issues impacting the ability to access the Supported Software or the Monitoring Host.

Following On-Boarding, if Node4 has identified current issues with the Client Supported Software Node4 will provide the Client with written notice of any identified problems; and a list of recommendations and a timeframe for rectifying such problems and the accompanying quote(s) outlining what Charges apply for carrying out such rectification(s).

If the recommendations defined have not been implemented within the specified timeframe, Node4 reserves the right to either:

- Amend the scope of the Services and/or amend the Charges; or
- Terminate the Order Form (or part thereof) relating to the Services for which such recommendations apply.

6.2 Monitoring

Monitoring helps to provide Node4 with up to date Event information on the Client Supported Software allowing the Node4 Service Desk to proactively open Event Tickets. Unless specified otherwise in the Service Statement or Order Form the monitoring Service will provide the Node4 Service Desk with event alerts based on some or all of the following parameters:

- Database service status
- Free disk space
- Database state
- Database errors
- Database failed jobs
- Database replication status
- Database mirroring status
- Database log shipping status

Node4 reserves the right to amend these parameters and alter any associated thresholds alerts during the term of the contract.

6.3 Performance tuning

Performance Tuning is an extension of the Monitoring Service, which involves the deployment of performance health management checks. Depending on the specifics relating to the incident, Node4 may recommend a defined Consultancy engagement for in-depth Performance Tuning.

Unless specified otherwise in an Order Form, in order to provide the Performance Tuning service Node4 shall require access to install a Monitoring Agent on the Client Supported Software and associated application servers.

6.4 Patch management

The Patch Management Service provides a quarterly service to implement non critical software patches.

Node4 shall be responsible for:

- Providing suitable engineering resources to meet the agreed Patching Schedule,
- Implementing any requested patches and
- Seeking the prior consent of the Client before implementing any new patches.

The Client shall be responsible for:

- Agreeing a Patching Schedule including maintenance windows with Node4;
- Raising any Service Request for patching;
- Providing a test environment deemed suitable by Node4; and
- Providing its consent, not to be unreasonably withheld or delayed, to the implementation of any new patches by Node4.

Node4 shall not be liable to the Client (including, without limitation, to meet Service Level obligations) if the Client fails to agree to Planned Outage windows or provide a suitable test environment in accordance with the agreed Patching Schedule.

6.5 Back-up management

Backup Management is an extension of the Proactive Monitoring Service, which involves the deployment of monitoring checks to monitor Events created by native database backups.

Unless specified otherwise in an Order Form, Node4 will not provide a Backup Management Service for any backup software that is stated as Supported Software on the Order Form and isn't included by the database software vendor as a native backup technology.

6.6 Disaster recovery test support

Node4 shall provide up to two Consulting Days per annum to support a Client disaster recovery test. The scope of the work shall be governed by Consultancy Services Service schedule.

6.7 Out of scope

The following areas are deemed to be outside of the scope of this Schedule:

- Security policy;
- Application support;
- Training; and
- Major system upgrades.

7. Service support

For Supported Software as part of the Services, the Client can choose from two levels of support, namely:

- Access Knowledge and
- Managed.

The Client can then add the following additional Service options:

- Patch Management;
- Disaster Recovery Test Support and
- Consulting Services.

The Support Level chosen by the Client shall be stated in the Order Form.

7.1 Service hours

For Supported Software as part of the Services, the Client can choose from two levels of service hours, namely:

- Business Day; means 9.00 am to 5.00 pm on any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or other statutory or national holiday in the United Kingdom
- 24x7; means Business Day plus the ability to raise Priority Level 1 Incident outside of Business Hours.

7.2 Incident and event management

Incident & Event Management helps provide solutions to Service Tickets. Depending on the impact an Event or Incident has on the Service, each Event or Incident will be categorised by Node4 into one of the priority levels as set out in the table below:

Priority Level	Description
Level 1 (Critical)	Supported Software inaccessible. There is a critical need and a total inability to deliver or use a required business function of a Service.
Level 2 (Major)	Supported Software component degraded. A database, system, component or application is not available but a temporary fix may be available. Where there is not a critical need to resolve but there is an impact to the delivery or use of the Service.
Level 3 (Standard)	Where there is not a critical need and no impact to the delivery or use of the Service.

If the Client has a Level 1 or Level 2 issue which requires Patch Management as a remedial action, this will be covered under the Incident & Event management Service. Clients with a Level 3 issue will require the Enhanced Patch Management or Consulting Service.

7.3 Service Request fulfilment

Client is entitled to raise Service Requests for Client request fulfilment as part of the Services. There are two types of Service Request as set out in the table below:

Priority Level	Description
Standard Request	Non service affecting change Risk: Low This request does not require Client change board approval.

Major Change	Service affecting change
	Risk: Medium/ High
	This request requires Client change board approval.

The Client is entitled for up to three Service Requests per supported database instance per calendar month, unless otherwise specified in the Order Form.

The Client will be liable to pay Additional Charges for any Service Requests which are raised that are not on the Client request fulfilment list or if the monthly entitlement is exceeded, unless specified otherwise in Order Form.

7.4 Support level

For Supported Software as part of the Services, the Client can choose from two levels of support, namely:

- Access Knowledge and
- Managed.

The Client can then add the following additional Service options:

- Patch Management;
- Disaster Recovery Test Support and
- Consulting Services.

The Support Level chosen by the Client shall be stated in the Order Form.

7.5 Measurement

The support levels are measured over a three (3) month rolling period.

Where:

a) Further information is requested from the Client by Node4; or

b) The Ticket is forwarded to a third party in order to obtain any further information or clarification relating to the Ticket, the measurement of the Service Level shall be suspended until Node4 receives sufficient information to investigate the Ticket.

For Tickets where support is only provided during Business Hours, the measurement of the Service

Level response times shall be suspended during the time periods outside of Business Hours.

7.6 Time to respond

Node4 shall prioritise all Service Tickets based on its reasonable assessment of the Priority level; and respond to all Service Tickets in accordance with the times specified in the table set out below:

Priority Level		Support Levels	
		Access Knowledge	Managed
Level 1 (Critical)	Initial Response	4 Hours *	30 Mins
Level 1 (Critical)	Target Remedial Action Time	99% Within 8 Hours *	99% Within 1 Hour
Level 2 (Major)	Initial Response	4 Hours *	2 Hours *
Level 2 (Major)	Target Remedial Action Time	99% Within 8 Hours *	99% Within 4 Hours
Level 3 (Standard)	Initial Response	4 Hours *	4 Hours *
Level 3 (Standard)	Target Remedial Action Time	99% Within Next Working Day *	99% Within 8 Hours *

* These times are only measured during Business Hours, Node4 has no obligation to provide support outside of Business Hours.

7.7 Service Requests

Node4 shall respond to all Service Request within the length of time, commencing immediately following the Initial Response, by which Node4 shall make reasonable endeavours to complete the Service Requests as specified in the table set out below:

Priority Level		Support Levels	
		Access Knowledge	Managed
Standard Request	Target Fulfilment Time	2 Business Days	Next Business Day

Major Request	Target Fulfilment Time	Next Client Change Window	Next Client Change Window
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8. Service credits

Node4 will provide the Client with Service Credits, as set out below, for the failure to meet the following targets:

8.1 Availability outcome

If an availability outcome is stated in the Order Form and unless specified otherwise the Service Outcome will be based on the below targets set out in the below table:

Deployment Architecture	Availability
Single Active Database	99%
Active / Passive Cluster	99.9%
Active / Passive DR (Second Site)	99.95%

The Service is “Unavailable” when all users, including any test system used by the Node4 Client Service Desk cannot access the Supported Software due to a fault with the Supported Software. The time for which the Supported Software is Unavailable is measured from when such an issue has been reported and a Ticket ID has been registered with Node4, until Node4 has corrected the problem and closed the related Ticket. Node4 is responsible for reporting to the Client when the problem has been corrected.

Unless otherwise stated in the Order Form, Service Outcome targets are measured over a One (1) month period.

8.2 Calculation of service credits

Where a Monthly Review Period incorporates part of a month, any Service credit will apply to a pro-rated Monthly Fee.

Service credits will be calculated monthly, aggregated and credited to the Client on a quarterly basis.

If a Service is cancelled during a Monthly Review Period, no Service credit will be payable in respect of that Circuit for that Monthly Review Period.

The Client must claim any Service credit due to a failure to meet the Service levels, in writing, within twenty-one (21) business days of the date at which the Client could reasonably be expected to become aware of such failure. The Client shall not be entitled to any Service credits in respect of a claim unless and until Node4 has received notice of the claim in writing in accordance with the above. Should Node4 require additional information from the Client, the Client shall assist, and shall not be entitled to any Service credits until Node4 has received all the information it has reasonably requested.

8.3 Exclusions to payment of service credits

Service Credits will not be payable by Node4 to the Client and Service Bonuses will not be waived by Node4 where the failure to meet a Service Level or Service Outcome is caused by any of the following:

- The fault or negligence of the Client, its employees, agents or contractors;
- The Client failing to comply with the terms of this Agreement;
- Any Event of Force Majeure described in Clause 15;
- A failure by the Client to give Node4 necessary access to any Client System after being requested to do so by Node4;
- Maintenance during any Planned Outage;
- Any outages or degradation to existing Service that may be the result of Client requested Service changes or upgrades;