



Schedule Document  
**Network Support Framework -  
Maintained, Monitored and Managed  
Network Appliances**

Node4 Limited  
01/06/2024

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# Schedule Document

## Network Support Framework

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

### 1. Overview

Node4's Network Support Framework service provides the Client with technical support and management services for network appliances.

We provide a flexible model that enables the Client to select the level of support required from these named service tiers:

- Maintained
- Monitored
- Managed

Network appliance types are categorised as below:

- Firewalls
- SD-WAN
- Routers
- Switches
- Wireless Access Points (WIFI)
- Load Balancers

Support service features are determined by the combination of service tier and appliance type, which is detailed in the service provision section of this schedule.

### 2. Definitions

**"Client Responsible Incident"** means if a Service Affecting or Non-Service Affecting Incident is identified as being attributable to Client Provided Equipment, Premises, Client power supplies, or the action of the Client, employees or agents of the Client, the Incident shall be deemed the responsibility of the Client. Any downtime shall not be included in Service Availability measurements and does not qualify for compensation.

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

**"Installation Fees"** means charges payable by the Client for the installation of Services as provided in the Order Form.

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

**"Equipment"** means for the purpose of the document, means any equipment described in the Order Form supplied and monitored by Node4.

**"License"** means a perpetual or user based or other software license as required to be purchased under the terms of a software license agreement from a Third Party Software Vendor.

**"Monthly Review Period"** means the calendar monthly periods commencing on the 1st of each month during the Term, over which Service performance measurements are calculated, provided that the first monthly review period will commence when the implementation of such Product or Service is completed by Node4 and such Product or Service is available for use by the Client.

**"Non-Service Affecting Incident"** means a Incident or condition which is not a Service Affecting Incident.

**"Planned Outage"** means proactive work required to maintain the service provided, Node4 may with reasonable notice require a temporary outage in service. Wherever possible Node4 will agree the outage with you in advance of the required work. Any planned downtime shall not be included in Incident or service reliability measurements.

**"RMA"** means Return Merchandise Authorisation, which is a return goods authorisation as a part of the process to return a product for replacement or repair during the product's warranty period.

**"Service Affecting Incident"** means any failure of Node4 service, which, in Node4's reasonable opinion causes a loss of a Client's service. In all such cases the service shall be deemed unavailable, and the length of downtime recorded by Node4 from when the Incident is registered by Node4 and a Service Ticket allocated.

**"Service Availability"** means the time for which a Node4 service is usable, expressed as a percentage

of the total time in a given Monthly Review Period. The Node4 service shall be deemed available for the purposes of calculating Service Availability if it is not usable due to an event outside Node4's reasonable control, a Client Responsible Incident, a Third Party Attributable Incident or is due to a Planned Outage.

**“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 the Node4 portal.

**“Service Request”** means a request for a change for information.

**“Service Ticket”** means the tickets which are raised in relation to Incident or Service Request.

**“Standard MAC”** means a move, add or change that is considered a standard change, which is a routine change that is on the Node4 pre-defined list or that can be completed within 30 minutes by a Node4 Network Support Engineer within the hours of Monday-Friday 7am-7pm.

**“Third Party Attributable Incident”** means if a Service Affecting or Non-Service Affecting Incident is identified as being attributable to a third party this measurement period shall not be included in Service Availability measurements. Such Incidents do not qualify for rebates or compensation. Node4 will endeavour to resolve and rectify such Third-Party Attributable Incidents as soon as possible.

**“Vendor Service Contract”** means a valid vendor agreement that provides access to the appropriate vendor's technical assistance centre, support website, licensing for software and hardware, software downloads and hardware replacement (RMA) services.

## 3. Specific terms

The following terms and conditions shall apply when Node4 provides the Network Support Framework service to the Client.

### 3.1 Cancellation before delivery

If the Client cancels the service prior to installation by Node4, but after the Node4 has committed to an agreed installation date, Node4 will pass on any costs incurred.

### 3.2 Appliance misuse

Under no circumstances will Node4 be responsible for hardware that has been damaged, lost or corrupted by misuse or configuration by or on behalf of the Client, physical damage or theft by the Client or its employees or any unauthorised changes or the environment being outside of manufacturers operating guidelines for the Equipment.

### 3.3 Pre-existing faults

Pre-existing faults or failures are not covered by the Network Support Framework service, both in the case of new and transferred service instances. However, these can be addressed at the point of service initialisation, subject to upfront disclosure and additional Professional Services Fees.

### 3.4 Node4 Third Parties

Node4 may use third parties to deliver all or part of the Network Support Framework service. third parties may be added, removed and changed within the Term.

### 3.5 Client Third parties

The Client commits to fully manage all their own customers and suppliers directly. Node4 will not interface directly with any third parties working with the Client unless by prior arrangement. If the Client requires Node4 to provide their customers with a customer care or NOC service, this is available on request and subject to Professional Service Fees.

Node4 shall not be liable in respect of any contract, agreement, or relationship that Client may have with any third party. If a dispute arises between Client and a third party involving Node4's Network Support Framework service, Node4 shall provide the Client with reasonable information and assistance (to the extent that such is not averse to Node4's interests to Client (at Client's expense) in the resolution of such dispute.

### 3.6 Transfers

The Network Support Framework can be transferred between like network appliances, which is to be assessed and authorised by Node4 prior to service activation.

The service is tiered based on size and complexity of network appliances or their configuration and if the transfer is to an appliance of a higher sizing or

complexity, we will increase the tier and therefore cost accordingly.

## 4 Fees

Fees will commence when the implementation of such Product or Service is completed by Node4 and such Product or Service is available for use by the Client, this could be for either the whole service or any individual components that form part of the service. Alternatively, Node4 may commence billing once the Client begins production use of the service.

Fees apply on a per component (appliance, setup-up, service, professional services) level.

Fees may comprise any or all the following.

### 4.1 Installation and set-up fees

Any applicable or agreed design, configuration, and Installation Fees for the implementation of the Network Support Framework service shall be detailed on the Order Form.

### 4.2 Monthly re-occurring fees

Monthly re-occurring fees are to be paid in advance. Monthly fees for the Network Support Framework service are associated with a specific network appliance, the specifics of which network appliances are covered by the service will be detailed on the Order Form. The service has a 1:1 ratio with supported network appliances.

### 4.3 Professional service fees

Any initial professional services requirements will be stated on the Order Form and may be subject to an agreed Statement of Works (SoW).

Additional tasks undertaken at the request of the Client by Node4 personnel, will be charged at rates agreed between the parties in advance.

Some tiers of the Network Support Framework service do not include change management (moves, additions, changes), these are subject to additional Professional Service Fees. This is detailed further in the service provision section of this document where the service tiers are defined.

## 5 Client responsibilities

To deliver and support the Network Support Framework service, the Client will provide:

- Specification of requirements for the scoped network appliances.
- Technical information for the implementation of the Equipment.
- Assistance to the service provider as required when they visit a Client site (abortive site visits are subject to additional charges).
- Installation point at site locations, this must be in advance on work commencing.
- Required power, connectivity, cooling and suitable installation space for any appliances in line with vendor operating specifications.
- Sufficient structured cabling (unless otherwise agreed) must be available for the installation of appliances.
- Clear access to working areas at all times or scheduled accordingly to allow continuity of work for the duration of installations or maintenance.
- Prior identification and risk assessment of any asbestos or other toxic substances.
- Management access to network appliances, including administrative access user accounts, whitelisting through access control lists or firewalls, and IP routing to management interfaces of network appliances.
- Supply, configure and maintain cabling, IPsec VPN or access circuits are required
- Liaison with Node4 engineering, provisioning, client experience, and project management teams to facilitate delivery and deployment.
- User information for Client representatives that will require access to any monitoring or management consoles if applicable.

Where the Client supplies 3<sup>rd</sup> party connectivity for the network appliances, the Client will:

- Validate compatibility between the supplied connectivity and the network appliances.
- Ensure the connectivity is configured appropriately to work with the network appliances.

- Troubleshoot any issues with the connectivity and liaise with the connectivity supplier as required.
- Provide any information and updates from 3<sup>rd</sup> party suppliers to Node4 in a timely manner, where this may be relevant to the operation of associated network appliances.

Have in place appropriate hardware maintenance and support agreements with Vendors or via Node4.

## 6 Service provision

Node4's Network Support Framework service provides Clients with specialist support services for approved network appliances.

### 6.1 Service Tiers

Node4's Network Support Framework service offers support of applicable network appliances, under the following named service tiers (dependant on the level of support required):

- Maintained
- Monitored
- Managed

The offering is structured in three levels whereby higher tiers include the features of lower tiers, e.g. Managed includes the features of Monitored, and Monitored includes the features of Maintained.

The services tiers are independent of each other and are not stackable. Where multiple appliances are deployed in a high-availability configuration, each appliance need an associated instance of the Network Support Framework service.

#### 6.1.1 Maintained

Maintained service tier will provide reactive assistance, responding to faults raised to then Node4 Service Desk with the aim to resolve issues and restore operations.

Node4 will work with partner vendors as required to ensure you are updated and advised on issues that may impact you.

#### Included Features

- 24x7x365 Break Fix Support
- Vendor Technical Escalation

- Hardware Maintenance (RMA)
- End of Life Advisories

These features and their specifications are defined in the "Service Features" section of this schedule.

#### 6.1.2 Monitored

Monitored service tier will provide a monitoring service with a dashboard view of Clients network appliances and alert response by Node4s operational teams.

Additionally, Node4 will take network appliance configuration backups and configure usage of threat intelligence feeds as agreed.

#### Included Features

- 24x7x365 Break Fix Support
- Vendor Technical Escalation
- Hardware Maintenance (RMA)
- End of Life Advisories
- Monitoring with Alert Response
- Configuration Backup
- Threat Intelligence Feeds (firewalls only)

These features and their specifications are defined in the "Service Features" section of this schedule.

#### 6.1.3 Managed

Managed service tier will provide expert management of Clients network appliances, Node4 will take operational responsibility for defined aspects of their management and implementing industry best practices where appropriate.

#### Included Features

- 24x7x365 Break Fix Support
- Vendor Technical Escalation
- Hardware Maintenance (RMA)
- End of Life Advisories
- Monitoring with Alert Response
- Configuration Backup
- Centralised System Logging
- Threat Intelligence Feeds (firewalls only)
- Service Change Management
- Software Vulnerability Management

These features and their specifications are defined in the "Service Features" section of this schedule.

## 6.2 Service Features



## 6.2.1 24x7x365 Break Fix Support

Provide Client access to Node4 support teams to assist with restoring service in the event of an incident, or to query or provide information related to the service.

Provide Client access to raise support cases to Node4's Service Desk. All Node4 support is to be provided remotely.

Provide Break Fix Support to align with Node4's "Gold" support level which is detailed in the Incident Management section of this schedule.

## 6.2.2 Vendor Technical Escalation

Node4 will raise cases with vendor support and technical assistance centres, where a valid Vendor Service Contract is in place and where Node4 deem this to be necessary. This may be for further assistance with obscure and complex issues, or for software bugs and vulnerabilities.

Node4 will register network appliance hardware and Vendor Service Contracts purchased from us with the vendor in order to access vendor support and technical assistance centres. The Client may be required to register these if purchased elsewhere, with all details and references to be provided to Node thereafter.

## 6.2.3 Hardware Maintenance/RMA

Node4 will raise suspected hardware issues with the vendor where a valid Vendor Service Contract is in place. Where it is confirmed that an appliance has failed, Node4 will raise an RMA to request repair or replacement.

The time and conditions to receive replacement hardware will be determined by the associated Vendor Service Contract. All Node4 support is provided remotely as standard.

Further information on failed appliance repair or replacement is detailed in the Appliance Failure section of this schedule.

## 6.2.4 End of Life (EOL) Advisories

Node4 will provide End of Life advisories to specified Client contact email addresses, where these have been requested and contact details have been

provided by the Client. This will include appliance replacement options where possible.

Where a new appliance is ordered as a result of an upgrade or end of life replacement, provisioning, configuration, migration or installation are not included as part of this service. These can be provided separately subject to additional Professional Services Fees.

## 6.2.5 Monitoring with Dashboards, Reports and Alert Response

Where the "Monitored" support level is ordered Node4 will add Client appliances to a shared monitoring platform to collect metrics and data points to measure availability and performance. Node4 will provide access to standard dashboards and reports for the Client to view where requested, providing visibility into the estate of appliances, including current and historic status. These will then be accessible through an online self-service portal. Customisations to the standard monitoring, metrics, dashboards and reports are not available with this service, any changes made may without notice be reverted or overwritten. Node4 may apply changes or updates to the standard monitoring, dashboards, and reports from time to time in order to improve the service.

Where applicable, Node4 will setup alerting to the Node4 Service Desk for key anomalies or errors and can optionally add email alerting to the Client. The Client must request this and provide valid email addresses in order for this to be setup.

Monitored appliances will use Node4's standard alerting specifications, which defines the metrics gathered, along with the thresholds and states when alerts will be generated. A polling interval of 5 minutes with 2 years data retention will apply. These are not customisable as part of this service. However, the Client can raise features requests through their Account Manager for desired functionality, which Node4 may consider at its sole discretion.

Node4 will configure up to 3 individual user accounts for access to the monitoring platform. Where more than 3 are required, the Client must integrate a 3<sup>rd</sup> party authentication system using industry standards compliant SAML and self-manage user

access with user authentication groups on their authentication system. Users of the monitoring system are expected to have a level of technical understanding and be able to interpret the monitoring metrics, dashboards and reports.

Auto discovery or Client creation of assets for monitoring on the monitoring platform is not possible with this service.

Node4 may at its sole discretion decide to change its underlying monitoring platform without prior consultation..

### 6.2.6 Configuration Backup / Archiving

Node4 will enable systems to take configuration backups from those appliances on a regular schedule.

Where the appliance configuration has not changed since the last backup, a further backup may not be retained. Configuration backups from appliances will be retained for a minimum of 12 months.

### 6.2.7 Centralised System Logging

Node4 will enable systems to receive system event logs (syslog) from appliances. Any traffic logs or other high volume will not be retained.

System logs from appliances will be retained for a minimum of 1 month.

### 6.2.8 Threat Intelligence Feeds

Node4 will provide threat intelligence feeds that can be configured on these appliances where requested. These feeds typically include known malicious IP addresses and web URL's.

Node4 provide no guarantee or warranty of the completeness of threat intelligence feeds and they cannot block all threats. Threat intelligence feeds will not detect and prevent or make the Client invulnerable to all possible threats and attacks. The Client should take other reasonable cyber security protection measures. Node4 can separately provide Clients with additional security services for further protection and layered security.

We may change or update threat intelligence feeds used. We may also use a subset of a threat intelligence feed instead of the full feed. Threat

intelligence feeds are not tailored or customised to a Client, or its area of business.

False positives may occur when threat intelligence feeds are used, in this instance the Client should raise this with Node4's Service Desk for further investigation. We will aim to remove any IP addresses or web URL's from the feeds that cause false positives, however, it may be required to disable the entire feed until this is corrected.

Usage of any 3<sup>rd</sup> party threat intelligence feeds is subject to the terms and conditions of the providers of those feeds.

Usage of threat intelligence feeds can be disabled on request.

This feature is for supported firewalls only.

### 6.2.9 Service Change Management

Node4 will provide advice, planning and implementation relating to Standard MAC's on supported network appliances.

The Client must raise these requests as change request cases using Node4's Service Desk. All Node4 support is to be provided remotely as standard.

Changes are subject to a maximum of one hour of engineer effort per appliance within a rolling monthly period, additional changes will be chargeable.

For service tiers that do not include Service Change Management, this can be provided on a per requirement basis subject to an agreed scope and additional Professional Services Fees.

### 6.2.10 Software Vulnerability Management

Node4 monitor vendor release notes, support bulletins, Product Security Incident Response Team (PSIRT) notices, CVE databases and engage with vendor teams to identify and track software issues and vulnerabilities. We refer to the industry standard Common Vulnerability Scoring System (CVSS) to assess the potential significance and impact of identified vulnerabilities.

When "High" and "Critical" scored vulnerabilities are identified, vendors typically patch these by releasing

a new software revision for affected and supported software versions. Software revisions may also be released to patch known functional issues and bugs.

Where the “Managed” service tier is taken for an appliance, Node4 will apply these software updates for affecting vulnerabilities and bugs as soon as possible, typically within two weeks. We may apply workarounds or configuration changes to mitigate vulnerabilities while software updates are being planned and implemented.

For service tiers that do not include this, the Client can request bespoke software updates to enable new functionality and feature enablement. These updates are subject to additional Professional Service Fees.

Software updates are subject to a maximum of two per appliance within a rolling annual period, additional software updates will be chargeable.

### 6.3 Software Updates

Node4 will perform software updates on behalf of the Client on associated network appliances. Clients are expected to perform their own software updates for all other service tiers. The Client must have an appropriate Vendor Service Contract and must comply with all other vendor software terms and conditions, usage policies or similar.

Node4 will provide 2 weeks notice to the Client prior to routine software updates, unless a shorter notice period is mutually agreed between Node4 and the Client. For emergency updates, such as to address “High” and “Critical” vulnerabilities, Node4 will aim to provide as much notice as is reasonably possible. This will vary depending on the notice received from vendors, level of criticality and Client exposure.

As standard, Node4 will perform software updates after UK standard business operating hours, we will issue notice of scheduled maintenance and perform the updates at that date/time. In exceptional circumstances, the Client may request an alternative maintenance window option from Node4, which we will accommodate where possible.

Where Node4 complete software updates, we will plan for rollback, perform pre and post checks, store configuration backups and operational baselines

wherever possible. These backups and baselines will be stored at least until completion of the software updates.

Software updates are subject to a maximum of two updates per appliance within a rolling annual period additional software updates will be chargeable.

### 6.4 Network Appliances

The manufacturer, model and supported features of any supplied appliances will be specified on the Order Form.

### 6.5 Appliance Rental

Where appliances are rented, this will be detailed on the Order Form. Rented appliances remain the property of Node4 and must be returned to Node4 on termination of the Agreement or at the end of the Initial Term.

Rented appliances will not be refreshed or replaced with a newer equivalent as they become end of life. New appliances can be provided on a new contract term when requested or as necessary.

### 6.6 Supported Versions

Node4 will support versions of appliance software in line with the relevant vendor product lifecycle policy. Where the vendor announces end of support for a product version, Node4 will be unable to engage the vendor for any support or maintenance.

In all cases, appliances and any associated software or licensing must be current, and within the vendors supported lifecycle stages.

Where the “Managed” service tier is taken for an appliance, Node4 will ensure that software is supportable. For the “Maintained” and “Monitored” service tier, the Client must complete any software updates necessary to ensure compliance with the vendor lifecycle policy.

### 6.7 Licensing

Client must have any required Licenses to use all enabled functionality of the network appliances in line with any vendor terms and conditions.

Node4 may not support all the features and capabilities of all network appliances or software versions.



## 6.8 Vendor Service Contracts

A valid Vendor Service Contract is required for Node4 to provide the full capabilities of the Network Support Framework service. Where the appropriate Vendor Service Contract's are not in place or have expired, Node4 will provide a best effort service within the terms and conditions of any vendor agreements. No discounts, refunds, rebates or service credits will be available in this instance.

Vendor Service Contract's may be started earlier than when the hardware is deployed to its intended installation location, in order to register equipment and gain access to firmware and vendor technical support for pre-configuration or other reasonable activities. This may result in a co-term extension being required to ensure the Vendor Service Contract aligns with the term of the Network Support Framework service.

## 6.9 Installation

Node4 will configure or provision the appropriate systems, such as configuration backup systems, syslog systems or monitoring systems, onboarding to the Node4 Service Desk, in order to deliver the service. The Client may have some pre-requisite responsibilities to these activities, which are detailed in the Client Responsibilities section of this schedule.

Unless otherwise stated on the Order Form, provisioning, configuration, or installation of the associated network appliances are not covered as part of this service.

## 6.10 Appliance Failure

In the event of a suspected appliance failure, Node4 will attempt to remotely gather the required information in order to confirm this.

Where an appliance is confirmed by Node4 and the vendor to have failed, Node4 will arrange for the repair or replacement of the failed appliance where this is covered by an active and associated Vendor Service Contract. Node4 will specify the course of action, whether this is a repair or replacement.

If the associated Vendor Service Contract was purchased from Node4, the named level of this is typically defined on the Order Form and further details of the contract terms can be provided on request. These may be subject to change from time to time in line with the relevant vendor terms.

Replacement appliances may be new or reconditioned units of equivalent specification.

Where advanced hardware replacement is not part of the associated Vendor Service Contract, the Client will be required to return the failed appliance to Node4 in order to obtain a replacement. This will result in a period of time without an appliance, for which no discounts, refunds, rebates or service credits will be available for this service.

Must meet the vendors maintenance terms and conditions which can be provided on request.

## 6.11 On-Site Support and Maintenance

On-site support services or on-site appliance maintenance services are not included .

Node4 will ship any appliances to the Client and remotely guide and support the Client to install or replace as required.

On-site support and maintenance services can be provided subject to additional professional services fees.

### 6.11.1 Management Access

Node4 will require management access to all network appliances, including administrative access user accounts, whitelisting through access control lists or firewalls, and IP routing to management interfaces. Where cabling, IPsec VPN or access circuits are required, it is the responsibility of the Client to supply, configure and maintain these.

Node4 may allow upon request Client access to administrative or management interfaces of appliances, this is subject to Node4 authorisation and required a defined responsibilities (RACI) matrix. Any such request must come from a Client authorised requestor to the Node4 Service Desk.

Node4 recommend individual user accounts for administrative or management access and the enforcement of 2-factor/multi-factor authentication where possible.

Under no circumstances should the Client create or share management access mechanisms to or for any 3<sup>rd</sup> parties.

We reserve the right to log, monitor and audit all administrative and management access and withdraw this at any time without prior notice.

Node4 will consider requests for network appliance configurations to be shared with the Client, however this will be at Node4's sole discretion and configuration will be sanitised to remove sensitive and specific information and configurations.

### 6.11.2 Service Upgrades / Downgrades

Clients can upgrade from a lower service tier to a higher service tier within a contracted period.

If at the end of a contracted period, the Client downgrades from a higher service tier to a lower service tier, Node4 will adjust the service and systems provisioned and configured to align appropriately with the new service tier.

### 6.11.3 Cyber Incidents and Notices

The Client must provide full notice and visibility of cyber attacks, threat, incidents or advanced notice thereof. Also sharing details of related information such as ransom emails or telephone calls.

### 6.11.4 Penetration and Stress Testing

Penetration tests or stress tests must be notified in advance and authorised by Node4 before commencement. Security services may need to be disabled for the duration of penetration or stress tests. Requests for authorisation of penetration tests or stress tests should be made with a minimum of 8 working days notice and will be categorised as a Level 5 Service Request.

### 6.11.5 Off-boarding

Where the Client ceases the Network Support Framework service, Node4 will de-activate and remove the associated network appliances from its management and monitoring systems.

We also reserve the right to erase any sensitive information from appliance configurations before providing administrative or management access to the Client to the relevant appliances. The Client must remove any remaining administrative access of Node4 following off-boarding.

Node4 will aim to complete this in a reasonable timeframe, working with the Client to agree

appropriate milestones where possible to ensure a smooth transition.

Where a Client requires support from Node4 to migrate or transition away from Node4 services, such as to engage with a 3<sup>rd</sup> party, additional Professional Service Fees may apply.

## 6.12 Service Exclusions

Node4's Network Support Framework service neither offers nor provides:

- Log monitoring, analysis, or reporting.
- Security monitoring, analysis, or reporting.
- Security engineering or consulting.
- Support for services that are not contracted through Node4 or are delivered by third parties.
- No named or allocated engineers, all support queries, or moves, add and changes, will be handled by a pool of relevant Node4 or contracted 3<sup>rd</sup> party engineers.
- Vendor equipment, models or software not supported by Node4, or in the vendors current lifecycle policies, including any end-of-life software or appliances.
- Network appliances that are not covered by an associated Vendor Service Contract.
- Professional services for device configuration, implementation, and migration - this must be scoped and ordered as professional services/engineer time, including any out of hours and on-site work that may be required, which is not included as standard.
- Large or complex changes not covered under Node4 standard MAC definitions are excluded and must be scoped separately as a professional services engagement.
- Customised or bespoke monitoring metrics, dashboards and reports are not included.
- Problems and incidents resulting from connectivity or other services not covered by this service offering, such as underlying connectivity carriers or virtualisation platforms not managed by Node4.
- Problems caused by improper operation of Equipment, lack of reasonable care or installation in an environment outside of the vendor specifications and tolerances.
- Wireless surveys, installation of access points or ongoing adjustment of access point positioning.

- External factors such as wireless radio or electromagnetic interference.
- Problems pre-existing before service initiation.
- Service changes that are not Standard MAC's.
- Project-related request activity.
- Any asset insurances.

Where any of the above are part of services that Node4 separately provide, they are provided as additional services and are subject to the relevant service schedule for those services.

### 6.13 Maintenance Windows

Where Node4 plans to perform essential works to underlying tools and systems, we will endeavour to perform such works during low traffic periods and provide the Client with at least five (5) days prior notice. In the event of emergency works or a Service Affecting Incident, Node4 will aim to provide as much notice as is reasonably possible. In some cases, we may need to perform emergency works without prior notice.

Node4 will provide 2 weeks notice to the Client prior to routine software or configuration updates being applied to network appliances covered by this service, unless a shorter notice period is mutually agreed between Node4 and the Client. For emergency updates, such as to address "High" and "Critical" vulnerabilities, Node4 will aim to provide as much notice as is reasonably possible. This will vary depending on the notice received from vendors, level of criticality and Client exposure.

As standard, Node4 will perform software or configuration updates to network appliances after UK standard business operating hours, we will issue a notice of scheduled maintenance and perform the updates at that date/time. In exceptional circumstances, the Client may request an alternative maintenance window option from Node4, which we will accommodate where possible.

This notice may be provided on N4Status ([www.n4status.co.uk](http://www.n4status.co.uk)) rather than a direct notification. Clients can subscribe to status updates on the N4Status website to receive automated direct notifications.

## 7 Incident management

### 7.1 Incident handling

Incidents are handled as outlined in Incident Management Schedule Document.

### 7.2 Fault duration

All Incidents recorded by the Node4 monitoring system will be reconciled against the corresponding Service Ticket raised by the Service Desk. The exact Incident duration will be calculated as the elapsed time between the Service Ticket being opened and the time when Service is restored.

### 7.3 Hours of support

Node4 Network Support Framework service includes Gold level support, as detailed in the table below.

Support Hours	
Gold	Priority 1 and 2 - Support hours 24/7  Priority 3,4 and Service Request - Support hours between 7am and 7pm weekdays, excluding bank and national holidays.

### 7.4 Incident priority

Each new Incident will be assigned a priority level by the Service Desk based on the following definitions. These levels allow us to prioritise resources and escalate where appropriate.

Priority	Description
1 – Critical	A major Incident resulting in total loss of service.
2 – High	A major Incident resulting in a severe service degradation or loss of service to a significant percentage of users.
3 – Medium	A minor Incident resulting in a limited or degraded service or a single end user unable to work.
4 – Low	General, single user with degraded service, non-service affecting support.

5 – Service Request	Request for a change to an existing service or system, a request for information or simple questionnaire to be completed.
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## 7.5 Time to repair

Node4 aims to respond, update and resolve Incidents in relation to the Node4 Network Support Framework service within the following times:

Priority (Number are in hours)	P1	P2	P3	P4	Service Request
Response / Acknowledgement	0.5 Hours	1 Hour	2 Hours	4 Hours	12 Hours
Commencement	1 Hour	2 Hours	4 Hours	N/A	N/A
Frequency of Updates	1 Hour	2 Hours	12 hours if Resolve / Target to Fix exceeded		
Resolve / Target to Fix	4 Hours	8 Hours	12 Hours	36 Hours	60 Hours

Resolution times in the table above do not apply where there is a Client Responsible Incident, a Third Party Attributable Incidents or events outside Node4's reasonable control, any incidents including these aspects will be excluded from reporting provided.

All priority 1 & 2 Incidents should be raised via the Service Desk by a phone call. Should a priority 1 or 2 incident be raised via the portal or e-mail, the Client is required to follow this up with a corresponding phone call to enable work to commence immediately on the issue.

Acknowledgement refers to an automated service which generates a response and alerts engineers of a service failure; or where there is dialogue between the client and the engineer.

Service Requests outside of the support contract, or Service Requests implemented outside normal business hours will be dealt with as chargeable projects

The Service Desk Service Ticket clock will be paused under the following, but not limited to, conditions:

- the End User is uncontactable and cannot confirm the Service Ticket can be closed;
- the Service Ticket is raised outside of contracted Service Hours;
- outside of contracted Service Hours;
- where an End User requests that the work needed to resolve a Service Ticket can or should be delayed to an agreed time and date;
- where resolution needs a Change to be implemented within an agreed change window;
- where access to a site or End User equipment cannot be facilitated, this may be due to site opening hours, performances, or other reasons;
- where Tickets are escalated to vendors or third parties.

## 8 Service credits

### 8.1 Incident resolution

Calculated as the total number of closed Service Tickets during a month which were resolved within the time to resolve divided by the closed Service Tickets that month with the result expressed as a percentage. (A minimum of 10 Closed Incidents are required during the month for service credits to be applicable).

Successful Incident Resolution during Monthly Review Period	Service Credit as a Percentage of the monthly fees for the Network Support Framework service for a specific appliance
80% or above	N/A
<80% - 70%	5%
Less than 70%	10%

### 8.2 Calculation of Service Credits

Service Credits are calculated as a Percentage of the monthly Fees for the Network Support Framework service as defined on the Order Form.

Total Service Credits for the Network Support Framework service shall not exceed 30% of the associated total monthly Fees for the Network Support Framework service.

Where a Monthly Review Period incorporates part of a month, any service credit will apply to a pro-rated monthly Rental Charge.

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, otherwise no service credits shall be payable.

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**

Without prejudice to or limitation of the definition of Service Availability, service credits will not be payable by Node4 to the Client in relation to the Service Availability for Incidents or disruptions to the Services caused by any of the following:

- The Incident, action or negligence of the Client, its employees, agents or contractors.
- The Client failing to comply with the provisions of the Agreement.
- Any event described in Clause 10 (Force Majeure) of Node4's Terms and Conditions.
- If the ticket volume exceeds the agreed level by 20% or greater for 3 consecutive months.

Service credits are not applicable for more than one breach of any targets outlined in this document arising from the same occurrence.