NODE4

Empowering business to do more

Schedule Document

Data Support Services:

**for Data Analytics Support Services,
Database (DBA) Support Services,
and Data Platform Support Services at**

Maintained, Monitored and Managed support levels.

Node4 Limited
19/11/2024

Schedule Document

Data Support Services

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

1. Overview

Node4's Data Support Services provides the Client with technical support for Data Analytics Environments, Database Environments and Data Platforms.

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

- Maintained
- Monitored
- Managed

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

2. Definitions

"Client Responsible Incident" means if a 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.

"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

"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 on Ready For Service Notification.

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

"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.

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

"Data Analytics Environment" means a single recorded architecture incorporating its hosting platform, pipeline, source DB connections, data gateways, and ETL processes.

"Server Log-on Account" means a domain account with administrative level access for Node4; "Priority Level" shall have the meaning prescribed in clause 8.3 of this Schedule;

"Support Level" means the level of support purchased by the Client as set out in a Order Form, this would be either Maintained, Monitored or Managed support;

"Supported Software" means the database or data analytics environment, or Data Platform software component of the Client System directly under the support by Node4 as set out in a Order Form;

"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 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 Request" means a request for a change for information.

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

"Third Party Attributable Incident" means if a Service Affecting Incident is identified as being attributable to a third party. 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 Data Support 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 Licencing
Any licenses installed / activated or implemented by Node4 as part of Data Support 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.

3.3 Pre-existing faults
Pre-existing faults or failures may be covered by the Data Support Services Framework, both in the case of new and transferred service incidents. However, these can be addressed at the point of service onboarding, subject to upfront disclosure and may incur additional Professional Services Fees.

3.4 Node4 Third Parties
Node4 may use third parties to deliver all or part of the Data Support Services framework. Third parties may be added, removed and changed within the Term in agreement with the client.

3.5 Service Upgrades / Downgrades
Clients can upgrade from a lower support level to a higher support level within a contracted period.

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

3.6 Off-boarding
Where the Client ceases their use of the Data Support Service, Node4 will de-activate and remove the associated environment from its management and monitoring systems.

We also reserve the right to erase any sensitive information, configurations, backups and archives. The Client must remove any remaining administrative access granted to 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 3rd party, additional Professional Service Fees may apply.

3.7 On 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.

4. Fees

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

Fees will commence on the date for commencement of Service date for either the whole service or any individual components that form part of the service.

Fees apply based on the agreed inventory and support entitlement.

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 Data Support Services 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 Data Support Services are associated with a specific Data Analytics environment, Database environment or Data

Platform, the specifics of which will be agreed in an inventory as part of the Order Form.

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 to be undertaken by Node4 at the request of the Client or activities undertaken by the Client which require the remote support of Node4 personnel will be charged at the hourly rates, typically agreed in advance between the parties.

5. Client responsibilities

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

General
- Hardware availability and support
- Operating system availability and support
- Connectivity availability and support;
- Have in place appropriate software maintenance and support agreements with Vendors or via Node4.
- 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.
- Liaison with Node4 data team, 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.

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. Service provision

Node4's Data Support Services provide Clients with specialist support services for approved data environments.

6.1 Hours of support

The hours of support vary according to the environment:

Data Analytics Support

During onboarding and in on-going service support the hours of support across all support levels (Maintained, Monitored & Managed) are Monday to Friday 09:00-17:00 excluding UK bank holidays.

Database Support

The hours of support differ according to the support level taken up:
- Maintained support level – Onboarding, Break Fix Support, and Request Fulfilment is supported Monday to Friday 09:00-17:00 excluding UK bank holidays.
- Monitored support level – Extends the supported hours to 24x7
- Managed support level – Extends the supported hours to 24x7

Data Platforms Support

During onboarding and in on-going service support the hours of support across all support levels (Maintained, Monitored & Managed) are Monday to Friday 09:00-17:00 excluding UK bank holidays.

6.2 Support Levels

Node4's Data Support Services offers support of applicable data environments, under the following named support levels:
- Maintained
- Monitored
- Managed

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

The features and their specifications included in the different offering are defined in the "Service Features" section of this schedule.

6.3 Maintained

Maintained support level will provide reactive assistance, responding to events and incidents raised to the Node4 Service Desk with the aim to resolve issues and restore the operation of the Database, Data Analytics or Data Platform.

Node4 will work with partner vendors as required to ensure the client is updated and advised on issues that may impact the supported environment.

Included Features
- Environment On-Boarding
- Incident and Event Management as per agreed hours of SLA
- Support for Data Analytics Environments
- Support for request fulfilment
- Backup and recovery advice and support

For Power BI reporting environment only:
- Business Hours Break Fix Support
- Licence advice
- Minor modifications in Power Bi reports

6.4 Monitored

Monitored support level will provide a view of Clients data services environment and alert response handling by Node4s operational teams.

Included Features
- Environment On-Boarding
- Incident and Event Management as per agreed hours of SLA
- Support for Data Analytics Environments
- Support for request fulfilment
- Backup and recovery advice and support
- Back-up monitoring of success, performance, space, and integrity
- Performance troubleshooting and tuning advice
- Monitoring and Alert Response and Reports

For Power BI reporting environment only:
- Business Hours Break Fix Support
- Licence advice
- Minor modifications in Power Bi reports
- Monitoring with Dashboards, Reports and Alert Response
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6.5 Managed

Managed support level will provide expert management of the Clients data services environment. Node4 will take operational responsibility for defined aspects of their management and implementing industry best practices where appropriate.

Included Features
- Environment On-Boarding

- Incident and Event Management as per agreed hours of SLA
- Support for Data Analytics Environments
- Support for request fulfilment
- Backup and recovery management
- Back-up monitoring of success, performance, space, and integrity
- Performance troubleshooting and tuning
- Monitoring and Alert Response and Reports
- Patch management
- Vendor Technical Escalation where available
- Back-up monitoring and remediation of identified issues
- Performance troubleshooting and tuning: Identification and attempted remediation of non-optimised processes that impact performance where agreed with the client
- Monthly health-check reports for agreed systems

For Power BI reporting environment only:
- Business Hours Break Fix Support
- Licence advice
- Minor modifications in Power Bi reports
- Monitoring with Dashboards, Reports and Alert Response

6.6 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 tools and systems 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 tools and systems 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) rather than a direct notification. Clients can subscribe to status updates on the N4Status website to receive automated direct notifications.

7. Service Features

7.1 Environment On-boarding

Environment On-Boarding will be supplied to enable Node4 to gain an understanding of the data environment to be supported and shall include a documentation set that will be used as an initial review of the environment. The documents shall include the client inventory, health-check report and recommendations for identified remediation. Upon completion of the agreed remediation work, Node4 will agree a commencement date for the go-live of any monitoring services.

Unless specified otherwise in an Order Form, in order to provide Services Node4 shall require:
- Server Log-on Accounts
- Database Log-on accounts with administrative level access
- A Monitoring Host server;
- The opening of any firewalls ports, as agreed during On-Boarding
- 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.

7.2 Incident & Event Management

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 Incident and Event Management to align with the support level within the agreed SLA hours which is detailed in the Incident Management section of this schedule.

7.3 Support for Data Analytics Environments

At the client's request we will investigate issues within on-boarded, and supported environment, to resolve issues that might involve:
- data pipelines, within the recorded architecture
- refresh process review and recommendations
- checks to source DB connections
- checks to data gateway
- ETL process failures
- dataset refresh approach
- data modelling, within the recorded architecture

7.4 Request fulfilment

The Client is entitled to raise Service Requests as part of the services. Node4 will provide advice, planning and implementation relating to Standard Requests.

Changes are subject to a maximum of one hour of engineer effort per supported environment within a rolling monthly period.

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.

For Service requests change approval there are two types of Service Request as set out in the table below:

Priority Level	Description	Risk:	Change Approval Board (CAB) Approval
Standard Request	Non-service affecting change	Low	Not required
Major Change	Service affecting change	Medium/High	Approval required

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.

Where the Client has not taken up the Managed support levels, Service Change Request can be fulfilled on an ad-hoc basis subject to an agreed scope and additional Professional Services Fees.

7.5 Back-up and recovery management

Backup Management involves the deployment of monitoring checks to monitor Events created by native database backups.

When requested by the client, Node4 will advise on backup and recovery requirements as per best practice and criticality of the environment.

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

7.6 Performance troubleshooting and tuning

Performance troubleshooting and tuning may result from incidents identified by the Node4 monitoring services or from incidents raised by the client.

Within the Managed support level, in order to resolve the incident, this may involve the deployment of performance health checks and unless specified otherwise in an Order Form, in order to provide the

performance tuning, Node4 shall require access to install a monitoring agent into the environment. Depending on the specifics relating to the incident, Node4 may recommend a defined consultancy engagement for in-depth performance tuning.

7.7 Monitoring and Alert Response and Reports

Monitoring helps to provide Node4 with up-to-date event information on the supported data environment allowing the Node4 Service Desk to proactively open event tickets.

The monitoring Service will provide the Node4 Service Desk with event alerts based on some or all of the following parameters, as appropriate for the environment:
- 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.

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

7.8 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 agreed patches
- 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
- 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.

For Data Analytics Environments such as Power BI, which are SaaS based solutions, it is inherent that Microsoft shall have responsibility for the software vulnerability management. As part of the Node4 Data Support Services framework, Node4 shall handle queries from clients relating to their environment and may escalate to Microsoft if required.

7.9 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 deemed this to be necessary. This may be for further assistance with obscure and complex issues, or for software bugs and vulnerabilities.

7.10 Monthly health-check reports for agreed systems

Node4 shall deliver a scheduled report for agreed database systems as part of the Managed Support Level. The reports comprise of a monthly benchmark of key statistics including but not limited to database versioning, sizing, growth, uptime, memory usage and processor usage statistics.

The scheduled reports will be distributed to the client so that the findings may be reviewed and actioned accordingly.

7.11 Licence advice

The licensing of the reporting environment may be managed by the client or via Node4.

7.12 Modifications in Power Bi reports

Changes to the environment under support, through modifications to reports or minor additions to data pipelines which Node4 appraise can be implemented within an hour's effort, will be delivered under the agreed Support Services Agreement. Changes which require scoping, requirements gathering, a test and deployment plan, and in general additional effort, will be documented through our standard scope of work process and may be charged for separately.

7.13 Power Bi - Monitoring with Dashboards, Reports and Alert Response

A scheduled health-check report will be provided for agreed databases and/or Power BI reports within the client environment.

7.14 Service Exclusions

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

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

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.

8. Incident management

8.1 Incident handling

Incidents are handled as outlined in Incident Management Schedule Document.

8.2 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.

8.3 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.

Priority	Description
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.

Under the Monitored and Managed support levels:

- Priority 1 and 2 - Support hours 24/7 unless otherwise stated.
- Priority 3,4 and Service Request - Support hours between 9am and 5pm weekdays, excluding bank and national holidays.

8.4 Time to respond

Node4 aims to respond, update and resolve Incidents in relation to the Node4 Data Support Services 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		
Target Resolution Time	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.

9. Service credits

Service credits are not available for Data Support Services unless specifically agreed for the agreed Support Services.