



Schedule Document

Consulting Services

15/01/2025 Node 4 Limited

PUBLIC

This Schedule Document contains additional terms and conditions, service description & Service Levels, if any, applicable to the Consulting Services. This Schedule Document must always be read in conjunction with associated Order Form, Node4's General Terms and Conditions and the Acceptable Use Policy.

1. Overview

Node4 will provide the Consulting Services, the scope of which shall be detailed in the corresponding Order Form.

2. Definition

In addition to the definitions contained in the Node4's General Terms and Conditions, the following definitions shall apply to this Schedule Document:

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

"Intellectual Property Rights" means all patents, copyright and related rights, trade marks, business names, rights in get up and goodwill, the right to use for

passing off, rights in designs, database rights, rights to use and protect the confidentiality of Confidential Information (including know-how) and all other intellectual property rights, registered or unregistered, which subsist now or in the future in any part of the world;

"Deliverables" means the deliverables described in the PID, which are created pursuant to the Services under this Schedule Document;

"PID" means, where applicable, the project initiation document produced and shared by Node4, which outlines the specific details of the Services / Solution to be provided under this Schedule Document;

"Services" means the Consulting Services under this Schedule Document;

"Site" means the space occupied by Client and/or Node4 where the Client requires the Service;

"Solution" means the software applications in respect of which the Node4 Software and/or the Third Party

Software and/or Consulting Services (where applicable) are to be provided, as described in the corresponding Order Form;

“Third Party Software” means any third party software applications which Node4 supplies to the Client pursuant to this Schedule Document or in respect of which the Client already has an existing licence in place which will be used as part of the Solution, subject always to the Client agreeing to be bound by any third party licence terms applicable to such Third Party Software, which Node4 shall notify to the Client (where Node4 arranges the supply) or which the Client has already agreed to (where the Client has an existing licence in place);

“Node4 Software” means the software deliverables described in the PID and/or corresponding Order Form, which Node4 will provide to the Client for use with the Solution under this Schedule Document;

3. Specific terms

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

3.1. Intellectual property rights

The Client acknowledges and agrees that Node4 shall own all Intellectual Property Rights in the Deliverables and/or the Solution provided to the Client pursuant to this Schedule Document. If, as part of the Services, Node4 provides to the Client any generic code changes to Microsoft’s standard code, the Client shall be permitted to use such generic code changes on a perpetual basis provided the Client has a licence in place with

Microsoft to use the software (NAV / Business Central) to which the generic code change was applied. If the engagement under this Schedule Document expires or terminates, Node4 shall not require the Client to return such generic code changes to Node4 but the Client will only be permitted to use such generic code changes for as long as the Client has the correct licence in place with Microsoft to use the software (NAV / Business Central) to which the generic code change was applied.

3.2. 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.

3.3. Warranty

Notwithstanding anything to the contrary contained anywhere in the Node4’s General Terms and Conditions, Node4 acknowledges and agrees that:

- (1) for a period of three (3) months after acceptance by the Client, the Deliverables will continue to function as they did on the date of acceptance.
- (2) Where creation of the Deliverables relates to provision of the Solution by Node4 to the Client, for a period of three (3) months after acceptance of the final Deliverable, the Solution will continue to function as it did on the date of acceptance.
- (3) Where the Client has purchased third party software, such third party software will be warranted in accordance with the relevant vendor terms.

The provisions in Clause 3.3 of this Schedule Document shall not apply where the Deliverables and/or the Solution do not operate as they did on the date of acceptance due to:

- (1) The Client not using the Deliverables and/or Solution properly;
- (2) external causes outside of Node4's control, including modifications or changes not performed by Node4 or approved by Node4;
- (3) use of the Deliverables and/or the Solution in an operating environment which has not been designated or approved by Node4 for it; or
- (4) The Client using the Deliverables and/or Solution in a manner which is not permitted in the Schedule Document, PID and / or the Node4's General Terms and Conditions.

Node4 does not warrant that the operation of the Deliverables and/or

Solution will be uninterrupted or error free.

4. Fees and invoicing

4.1. Consulting service fees

The Client shall pay Node4 for those Consulting Services as specified in the corresponding Order Form.

The Consulting Service Fees shall be calculated on a time and materials basis based on the daily rate specified in the corresponding Order Form and for the actual time and effort spent.

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 Consulting 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 PID or the Order Form, the Client shall incur the following additional charges relating to travel, subsistence, accommodation and any other reasonable expenses:

- 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 corresponding Order Form, an additional charge of £250 per hour will be applied to the rate card for any work delivered by Node4 outside of Business Hours.

4.4. Invoicing and payment

Node4 shall invoice the Consulting Service Fees plus the Expenses incurred in delivering the Consulting Services no more frequently than weekly in arrears. The invoiced Consulting Service Fees and Expenses shall be payable in accordance with the Node4's General Terms and Conditions.

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:

- (1) 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;
- (2) Provide Node4 with wireless or Ethernet connected internet access;
- (3) 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. Consulting

The Consulting Services shall be provided in accordance with the PID.

Node4 will use reasonable endeavours to meet any timelines specified in the PID for provision of the Consultancy Services but does not guarantee that the Consultancy Services shall be provided in accordance with any such timelines for reason beyond the control of Node4.

Node4 reserves the right to alter the scope of the Consulting Services to be provided if that is necessary to comply with any Applicable Law or regulatory requirement. However, if such alteration constitutes a material change to the scope of the Consulting Services or the Consulting Service Fees and/or Expenses, Node4 shall notify the Client of such alteration in advance.

Before Node4 provides any Deliverables to the Client, Node4 may, at its discretion, carry out pre-installation tests on the Deliverables to ensure the Deliverables are in operable condition and meet the requirements of the PID (where applicable).

Consulting Service 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, Consulting days must be used within twelve (12) months from the date of Order Form.

Node4 will take every care to arrange and agree Consulting 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.

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) Business 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:

- (1) the likely time required to implement the change;

- (2) any variations to Node4's charges arising from the change;
- (3) the likely effect of the change on the Services or Order Form;
- (4) 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 Business 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 an Order Form any part of it for any reason less than ten (10) Business Days and no more than five (5) Business 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 Business 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. Acceptance

Where applicable, promptly after the Deliverables and/or the Solution have been provided to the Client, the Client shall carry out such acceptance tests as it considers appropriate to verify that the Deliverables and/or the Solution meet the specifications, if any, as set out in the PID and/or this Schedule Document (as applicable).

Within the Acceptance Review Period, the Client shall confirm to Node4 in writing once the Deliverables and/or the Solution have passed the acceptance tests, at which point the Client shall be deemed to have accepted the Deliverables and/or the Solution (as applicable). Notwithstanding this, the Client shall be deemed to have accepted the Deliverables and/or the Solution if:

- (1) The Client uses the applicable Deliverable and/or the Solution in its operational / productive environment;
- (2) the Deliverables and/or the Solution (as applicable) meet the acceptance criteria set out in the PID; or
- (3) the Client fails to carry out the acceptance tests promptly (being within 10 Business Days of Node4 making the Deliverables and/or the Solution (as applicable) available to the

Client, which shall be the Acceptance Review Period).

If any part of the Deliverables and/or the Solution fail to meet the acceptance criteria the Client shall notify Node4 promptly in writing, in any case within the Acceptance Review Period. Node4 shall promptly endeavour to remedy the failure and resubmit the Deliverables and/or the Solution to the Client for acceptance testing.

If the resubmitted Deliverables and/or the Solution fail to meet the acceptance criteria again, the Client may:

- (1) require Node4 to correct the Deliverables and/or the Solution again and resubmit the Deliverables and/or the Solution for acceptance testing again;
- (2) accept the Deliverables and/or the Solution subject to an adjustment in the Consulting Services Fees as is appropriate given the nature of the failure; or
- (3) reject the Deliverables and/or the Solution and terminate this Schedule Document.

8. Service levels

There are no Service Levels associated with the Consulting Services.

9. Service credits

There are no Service Credits associated with the Consulting Services.