Schedule Document

Licensing

15/01/2025   Node 4 Limited   PUBLIC

This Schedule Document contains additional terms and conditions and description applicable to the License provided to the Client. 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 Subscription and/or Perpetual License, 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:

"Enhancement" means the maintenance only service under which Node4 and/or a Third Party Software Vendor will grant the Client access to periodic upgrade versions of the Node4 Software and/or such Third Party Software, as applicable. For the avoidance of doubt, this does not include any services which the Client requires Node4 to provide to implement or install any such upgrade;

"Enhancement Fees" means, where the Client has purchased a Perpetual License and requires provision of any Enhancement, an additional charge payable by the Client for Node4 to provide such Enhancement;

"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;

"Microsoft SaaS Services" means, to the extent applicable (as indicated on the corresponding Order Form), the hosting services provided in respect of the Solution by Microsoft through their public cloud, subject to the Client complying with the relevant Microsoft Vendor Terms and pursuant to the terms

and conditions contained in this Schedule Document;

"Microsoft Vendor Terms" means the licence terms applicable to Microsoft SaaS Services available at https://www.microsoft.com/licensing/terms/product/ForOnlineServices/all;

"Perpetual License Fees" means the fees payable for the Perpetual Licence(s), as specified in the corresponding Order Form;

"Perpetual License(s)" means a perpetual licence purchased by the Client to use the Solution, or part of it, or a perpetual licence to use the software relevant to such licence, as detailed in the corresponding Order Form;

"PID" means, where applicable, the project initiation document produced and shared by Node4, which outlines the specific details of the Solution to be provided 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 (as applicable) are to be provided, as described in the corresponding Order Form;

"Subscription Fees" means the fees payable for the Subscription, as detailed in the corresponding Order Form, where the Client has purchased a subscription based License;

"Subscription" means where the Client has purchased a subscription based Licence, the subscription to use the software relevant to such subscription based License as detailed 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 Software Vendor 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);

"Third Party Software Vendor" means the vendor for the applicable Third Party Software;

"Third Party Software Vendor Terms" means the licence terms applicable to any Third Party Software;

"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. Subscription

This Clause 3 shall only apply where the Client has purchased a Subscription to use the Solution or a part of it.

In consideration of and upon the Client paying the Subscription Fees, Node4 will grant to the Client, subject to clause

5, a non-exclusive, non-transferable licence to use and configure the software referenced in the corresponding Order Form comprised in the Solution and develop such software, (except that Node4 cannot grant the Client access to any .net component thereof) solely for its own business purposes for the duration of the Subscription. For the avoidance of doubt, nothing in this clause shall operate to transfer any Intellectual Property Rights in the Node4 Software, the Third Party Software and/or the Solution to the Client. Where hosting is supplied in relation to the Solution through Microsoft SaaS Services (as indicated in the corresponding Order Form), such hosting shall be supplied subject to the relevant Microsoft Vendor Terms and the Client agrees to be bound by and comply with such Microsoft Vendor Terms.

Enhancements may be accessed as part of the Subscription and the Subscription Fees include the fees payable for accessing such Enhancement. However, as a condition precedent for accessing such Enhancement, the Client must engage with Node4 to implement or install such Enhancement, and such implementation and installation will be done by Node4 subject to an additional charge which shall be mutually agreed between the Parties and documented as separately executed Order Form.

The Subscription does not include Support Services in respect of the software for which the Client has purchased the Subscription unless the Client has expressly agreed with Node4 in writing to purchase Support Services as set out in the Schedule Document for Support Services and to pay the

additional fees associated with such Support Services. Where the Client has purchased Support Services, these will be provided subject to the terms of the Schedule Document for Support Services.

4.   Perpetual license

This Clause 4 shall only apply where the Client has purchased a Perpetual License to use the Solution or a part of it.

In consideration of and upon the Client paying the Perpetual Licence Fees, Node4 will grant to the Client, subject to Clause 5, a non-exclusive, non-transferable Perpetual Licence to use and configure the software referenced in the corresponding Order Form comprised in the Solution and develop such software (except that Node4 cannot grant the Client access to any .net component thereof) solely for its own business purposes. For the avoidance of doubt, nothing in this paragraph shall operate to transfer any Intellectual Property Rights in the Node4 Software, the Third Party Software and/or the Solution to You.

Enhancements are made available to the Client subject to payment of an additional Enhancement Fees. In order to implement or install an Enhancement However, as a condition precedent for accessing such Enhancement, the Client must engage with Node4 to implement or install such Enhancement, and such implementation and installation will be done by Node4 subject to an additional charge which shall be mutually agreed between the Parties and documented as separately executed Order Form.

The Perpetual Licence does not include Support Services in respect of the software for which the Client has purchased the Perpetual License unless the Client has expressly agreed with Node4 in writing to purchase Support Services as set out in the Schedule Document for Support Services and to pay the additional fees associated with such Support Services. Where the Client has purchased Support Services, these will be provided subject to the terms of the Schedule Document for Support Services.

5.   Specific conditions

The following conditions shall apply to both Subscription or Perpetual Licence:

The Client acknowledges and agrees that the Client:

(1)   will not sell assign, lease, rent, loan, transmit, network or otherwise distribute or make available the Node4 Software, the Third Party Software and/or Solution in any manner to third parties without the prior written consent of Node4;

(2)   will use the Node4 Software, the Third Party Software and/or Solution, solely for its own business purposes;

(3)   will take steps to keep the Node4 Software, the Third Party Software and/or Solution secure and safeguard it from theft or from access by unauthorised persons;

(4)   shall not (and shall not permit any third party to) reverse engineer, decompile or disassemble, the Node4 Software, the Third Party Software and/or Solution in order to compete with Node4 or to re-sell or offer the Node4 Software,

the Third Party Software and/or Solution or any versions of these for commercial gain. Subject to the foregoing, the Client may (and may permit any third party to) maintain, update and use the Node4 Software, the Third Party Software and/or Solution solely for the Client's own business purposes and for the purpose of integrating the operation of the Node4 Software, the Third Party Software and/or Solution with other software or systems used by the Client; and

(5)   shall indemnify Node4 against any actual or threatened loss or damage that Node4 may suffer or likely to suffer as a result of breach of this Clause 5 by the Client or permitted users.

Where Node4 has arranged a licence for Third Party Software on behalf of the Client, the Client will be granted a licence to use such Third Party Software subject to the relevant Third Party Vendor Terms, which shall be made available to the Client upon request. The licence for such Third Party Software shall continue for as long as the licence for such Third Party Software remains in place.

The Client shall permit Node4 to have access to those records and computer systems and to use software audit tools on the systems of the Client that may reasonably be required by Node4 to audit the Client's use of the Solution and/or Third Party Software in order for Node4 to check that the Client is complying with the terms of the licence, the Schedule Document, Node4's General Terms and Conditions and the Third Party Vendor Terms. Such access shall be subject to any conditions or

restrictions which the Client may reasonably place on it and shall occur during hours in which the relevant Site are normally available for such access.

6. Fees and invoicing

6.1. Subscription Fees

The Client shall pay Node4 the Subscription Fees in advance at the frequency as set out in the corresponding Order Form.

Where:
(1) the Client has taken a monthly Subscription (as specified in the corresponding Order Form), the Subscription Fees shall be invoiced monthly in advance.
(2) the Client has taken an annual Subscription (as specified in the corresponding Order Form), the entire annual Subscription Fees shall be invoiced in advance by Node4 and the Client shall pay in order for the Subscription to start.

6.2. Subscription Fees Adjustment

Where:
(1) The monthly Subscription Fees may be increased from time to time by Node4 upon thirty (30) days' prior notice in writing to the Client and such increase shall be applied to the monthly invoice immediately following expiry of such notice period.
(2) The annual Subscription Fee may be increased from time to time by Node4 upon thirty (30) days' prior notice in writing to the Client, and such increase shall not take effect until the next renewal of the annual Subscription.

(3) Any such increases shall be limited to the cumulative percentage increase in the Consumer Prices Index (CPI) since the date of the last increase. The foregoing CPI reference index limit shall not apply to any increases notified to Node4 by the Third Party Software Vendor comprised in the Solution. Node4 shall give thirty (30) days' notice of any increases imposed on Node4 by the Third Party Software Vendor, and these shall either be applied to the next invoice of the Subscription Fees or invoiced following implementation of the price increase by the Third Party Software Vendor, at the sole discretion of Node4.

6.3. Perpetual License Fees

The Client shall pay Node4 the Perpetual License Fees as set out in the corresponding Order Form in advance.

Node4 shall invoice for the entire Perpetual License Fees in advance.

7. Cancellation of subscription

7.1. Subscription

Where:
(3) The Subscription is a monthly subscription, the Subscription shall continue on a monthly rolling basis, until either of parties give the other thirty (30) days' notice in writing to end the Subscription and such notice shall take effect on the next monthly renewal date. There shall be no refund of monthly Subscription Fees already paid by the Client.
(4) The Subscription is an annual subscription, the Subscription shall

continue on an annual rolling basis, until either of the parties give the other no less than ninety (90) days' notice in writing to end the Subscription and such notice shall take effect on the next annual renewal date. There shall be no refund of annual Subscription Fees already paid by the Client.

Where the Subscription ends pursuant to the above, the Client shall not be permitted to use any software in respect of which the Client had a Subscription with Node4 following expiry of the cancellation notice period. To avoid any doubt, this shall not apply to any software in respect of which the Client has purchased a Perpetual Licence.

7.2. Perpetual License

Upon termination of this Schedule Document for any reason, the Client will be permitted to continue using any Node4 Software and/or Third Party Software in respect of which the Client has purchased a Perpetual Licence. Where the Client has a Subscription to use Third Party Software, the Client shall only be permitted to continue to use the Third Party Software to the extent that the relevant Third Party Software Vendor permits this under the terms of the Licence with them, subject to the applicable Third Party Software Vendor Terms.