



Schedule Document

Digital support 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 Digital Support 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 Support Services, the scope of which shall be detailed in the corresponding Order Form.

2. Definition

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

“Client Solution” means the software which the Digital Support Services apply to as defined on the Order Form;

“Client Service Desk” the service desk to be provided by the Client for all users of the Client Solution (as approved by Node4) to log issues in respect of the

Client Solution, which will triage and carry out first line support of issues and then log Incidents with Node4 Service Desk;

“Consultant Response” means that an initial response has been provided from a knowledgeable Node4 support consultant;

“Enhancement” means, where procured under a separate agreement by Node4 (from the Client or a third party) the maintenance only service providing the Client with periodic upgrade versions of software, as applicable, and excluding any services required from Node4 by the Client, in order to implement or install any such upgrade;

“Go-live Date” means the date stated within the Order Form;

“Incident” any failure of the Client Solution to perform the facilities or functions as defined on the Order Form, which is caused by Node4 coding or configuration of the Client Solution;

“**Support Services**” the services provided by Node4 as set out within this Schedule Document;

“**Permanent Fix**” a fix implemented by Node4 which permanently Resolves an Incident;

“**Priority Level**” means the priority levels described in paragraph 5.12 of this Schedule, and which apply to the Incidents, and references to **Priority** shall be read accordingly

“**Resolution**” or “**Resolve**” the Client Solution is returned to a successful operational state through a Permanent Fix or Workaround, or the Incident has been closed as it has been returned to Node4 or a third party, or cancelled; and Resolved shall be construed accordingly;

“**Response**” means that Node4 has completed the following activities in respect of an Incident:

- responding to an Incident on the portal, answering a call, retrieving a voice-mail message, or accessing an email message;
- information being logged or recorded and the request for support being assigned to an appropriate representative to start diagnosis;
- Incident updated through updating the corresponding Incident ticket or contacting the Client and starting diagnosis within the agreed operating hours

“**Node4 Service Desk**” means the service desk provided by Node4, in order for Node4 Service Desk to manage Incidents;

“**Workaround**” means a temporary solution to an Incident, and for which a problem record has been created

(unless this is accepted as a known issue), and service support timeframes will not apply to a Workaround;

3. Fees and invoicing

3.1. Support service fees

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

3.2. Expenses

If the Support Services require Node4 to attend a Client Site, unless otherwise agreed in the PID or the Order Form, the Client shall incur additional charges relating to travel, subsistence, accommodation and any other reasonable expense. Unless otherwise stated in the Order Form or PID the following additional charges will apply in addition to the Consulting Fees:

- 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.

3.3. Invoicing and payment

Node4 shall invoice the Support Service Fees plus the Expenses incurred in delivering the Support Services quarterly in advance. The invoiced Support Service Fees and Expenses shall be payable in accordance with Node4’s General Terms and Conditions.

4. Client responsibilities

The Client shall Co-operate with Node4 in all matters relating to the Support Services and appoint a client manager,

who shall have the authority on matters relating to the Support 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 Support Services require Node4 to attend a Client Site, the Client shall:

- (1) Protect the health and safety of 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 Support Services and if insufficient access to the Client System is provided, Node4 shall not be obliged to perform the Support 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 Support 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.

5. Provision of support services

5.1. General

Node4 shall provide the Support Service during Business Hours from the Go-live Date, in respect of the supported volumes of events as detailed on the Order Form. Node4 shall be responsible for the Resolution of all Incidents, in accordance with this Schedule Document.

The Client shall be responsible for initial triage and first line support in respect of all issues and Incidents relating to the Client Solution, and Node4 shall be responsible for second and third line support of all Incidents.

The Client shall raise all Incidents through Node4 Service Desk, and shall be required to provide as a minimum, user name and email address; company name and contact ID; application name, module and version number, full description of the Incident including error codes in order for an Incident to be logged with Node4 Service Desk.

Node4 shall provide the Support Services on a remote basis, unless Node4 determines that a Client site visit is required. Where the Client requires Node4 to attend site, then such requirement may be subject to an additional charge (which shall be agreed in advance in writing, between the parties). The Client shall provide secure network connectivity in order for Node4 to provide the Support Service.

Where an Incident is due to software provided by a third party (each a “Vendor”) and Node4 is unable to Resolve the Incident, then Node4 shall liaise with the Vendor to obtain a fix or workaround for such Incident and implement such fix or workaround in the Client Solution. The Client shall co-operate with, and provide, Node4 with the information reasonably required in order to provide the Support Services, including (without limitation) providing a reasonably detailed description of any Incident requiring Support Services and granting the correct approvals, permissions and access to the Client.

5.2. Supported environments

Where Node4 is required to implement a change within the Environment, in order to support the Resolution of an Incident, then where the Client agrees to such change, Node4 shall ensure:

- (1) such change is successfully implemented across all Environments;
- (2) the Client has been given the opportunity to test such change, and any reasonable defects identified during testing has been fixed and re-tested by the Client;
- (3) the Client has approved such change as fit-for-purpose;
- (4) the parties agree in writing that the change can be deployed, prior to the deployment of the change into the production environment.

Where the Client does not agree to such change, then the Incident will be closed and deemed to be Resolved.

Node4 shall only be responsible for providing the Support Services within the Environments.

5.3. Node4 service desk

The Client shall be responsible for the initial triage of all Incidents, and all users of the Client Solution shall contact the Client Service Desk to report an Incident or other issue. The Client shall then attempt to Resolve such Incidents or issues using initial triage, and tools made available to the Client by Node4 in respect of the Digital Support Service. Where the Client is unable to Resolve an Incident and this requires second or third-line support, then the Client shall log such Incident with Node4 Service Desk.

All Incidents shall be logged by Node4 Service Desk .

Where requested by Node4 in writing, and to enable Node4 to provide the Support Service, Node4 requires the Client to accept the Granular Delegated Administration Permissions (GDAP) with Node4.

5.4. Support levels

All Incidents shall be allocated a priority level by Node4 Service Desk as follows:

Priority	Affected Users	Definition
P1	All users of each module	A confirmed security incident directly relating to the supported solution. Functionality of the supported solution has failed in full and/ or is unusable. Potential damage to The Buyer’s reputation is likely to be severe. Is having a major material and detrimental impact to The Buyer’s business.
P2	Multiple teams / users of each module	Functionality of the supported solution is severely degraded (likely to be) affecting several modules/ functional areas.

		Potential damage to The Buyer's reputation is likely to be high/ moderate. Is having a high/ moderate material and detrimental impact to The Buyer's business.
P3	Single / Multiple users of each module	Functionality of the supported solution is moderately degraded (likely to be) affecting a single module/ functional area. Users able to use the supported system with limited agreed functionality, but these limitations are not critical to the users' overall use of the supported solution Potential damage to The Buyer's reputation is likely to be minor/ none. Is having minor/ no material and detrimental impact to The Buyer's business.
P4	Single / few users	Functionality of the supported solution has a minor error. Users able to continue using the supported solution in its current state. Potential damage to The Buyer's reputation is likely to be none. Is having zero material and detrimental impact to The Buyer's business.

Node4 shall use reasonable endeavours to achieve each the service support timeframes in the table below:

Priority	First Response	Resolution	Frequency of Updates
P1	2 hours	8 hours	1 hour intervals
P2	8 hours	16 hours	2 hour intervals
P3	16 hours	40 hours	Daily intervals
P4	40 hours	80 hours	Every other day

In order to diagnose an Incident, Node4 may need to recreate such Incident on a test system. Node4 shall maintain a test system for the most recent 2 releases of the Client Solution.

Resolution of Incidents on older versions will be on a limited information basis, and support timeframes which not be applicable.

The First Response time shall commence when the Client Service Desk logs an Incident with Node4 Service Desk, and end when Node4 Service Desk status for the Incident is 'In Progress - with Node4'

The Resolution time shall commence when the Client Service Desk logs an Incident with Node4 Service Desk, and end when the Incident is Resolved. The Resolution time shall only be calculated during the Business Hours and shall exclude all time where Node4 Service Desk status shows an Incident on 'hold', awaiting another party.

Where Node4 has to refer back to the Client (or a third party) for further information in order to Resolve an Incident, then the Resolution time shall exclude the time from which such request for further information is made by Node4, until such information is received by Node4.

Where Node4, on three separate occasions (on different Business Days), is unable to contact the Client in respect of an Incident, then Node4 shall be entitled to close the Incident and it shall be deemed to be Resolved. Where Node4 receives an automated response from Node4 (such as email out of office notification) in respect of an Incident, then the Incident shall be put on hold accordingly and such 'hold' time shall be excluded from the calculation of the First Response time and/or Resolution time.

Where a Workaround is in place, and changes applied at a later date to the Client Solution make such Workaround inoperable, then a new Incident will be raised at the relevant Priority.

Where the Resolution of an Incident requires development work by Node4, then in order to deliver such development in accordance with the Client release management and other related processes, the Resolution Time shall not apply and the parties shall reasonably agree an alternative resolution time based on the development support activity required in order to Resolve the Incident. For the avoidance of doubt, in such circumstances the service support timeframes shall not apply.

Where the same Incident is logged repeatedly, then Node4 may request that the Client users undertake relevant training, and the service support timeframes shall not apply. In addition, where Node4 (acting reasonably) advises the Client of such repeated Incidents in writing then Node4 may charge the Client, as agreed in writing between the parties, for the support only in respect of such Incidents

5.5. Application development changes

Where the Client undertakes any application development change in the Client Solution, then the Client shall notify Node4 in advance and Node4 shall approve such development change.

In the event the Client makes development changes to the Client Solution and such changes are implemented by the Client (either

themselves or through a third party) which subsequently causes:

- (1) Unplanned interruption to service;
- (2) Misalignment of environments;
- (3) Or such change is incomplete or has not been implemented correctly within the Client Solution.

then Node4 reserves the right to charge the Client for any additional costs incurred by Node4 in assisting/remediating such change, and roll back such change. In addition, Node4 shall no longer be responsible for achieving the service support timeframes .

Where the Client requires Node4 to deploy an application change into a production environment (“Handover To Support (“HOTS”)), then such request shall be agreed in writing between the parties, and the parties shall agree the impact assessment, any ongoing impact to the Charges, and additional charges in respect of the HOTS.

5.6. Client Dependencies

Client shall, or shall procure that its third parties shall, be responsible for all Client responsibilities set out within the Client Solution, or otherwise within this Contract. Where the Client fails to discharge such obligations, then Node4 may not be responsible for achieving the service support timeframes .

Where the Client requires Node4 to access the Environments and/or software, then the Client will notify Node4 in writing in a timely manner, and in addition shall provide Node4 with the required access and resources and all relevant contact details and process documentation.

5.7. Changes

If the Client wishes to change the scope of the Support 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 Support 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 Support Services;
- (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 Support Services, the Client shall not unreasonably withhold or delay consent to it.

5.8. Exclusions

The Support Services shall not apply where:

- (4) the Client has modified or customised the Client Solution without notifying Node4 in advance and providing a reasonable level of documentation explaining the modification or customisation;
- (5) for any software other than the Client Solution or any programs

used in conjunction with the Client Solution;

- (6) in respect of any Incident which would be rectified by the Client taking an upgrade of the Client Solution or third party software (as applicable). In order to access an upgrade, the Client will need an active Enhancement plan in place;
- (7) unauthorised use of the Client Solution or operator error
- (8) in respect of any data (including Client data) held within the database which has become lost or corrupted either as a result of a process not working correctly (where such process was previously working correctly and the failure of such process is not due to a fault of Node4) and/or a third party who is not operating under Node4 control has caused (directly or indirectly) such loss or corruption of data
- (9) faults or capacity issues which are due to the equipment on which the Client Solution is operates; and/or
- (10) use of the Client Solution with an operating environment which Node4 have not approved and/or not recommended by Microsoft Corporation (more details of which can be found at <https://docs.microsoft.com/en-us/dynamics365/business-central/>)

6. Service levels

Node4 shall use reasonable endeavours to achieve each the Service support timeframes, for the avoidance of doubt there are no service levels associated with the Digital Support Service, Node4 shall have no further liability in respect of failing to meet the support levels.

7. Service credits

There are no Service Credits associated with the Digital Support Service.