



Schedule Document

Cloud Support Services - Cloud Tenancies, Virtual Machines, PaaS Services & Applications

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PUBLIC

Schedule Document

Cloud Support Services

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

1. Overview

The Cloud Support Services portfolio provides the Client with information and insights to ensure their IT staff are equipped to manage their cloud tenancies and services.

Cloud Support Services offers a common approach for the support of all appropriate cloud services, whereby the level of support is described as:

- Maintained;
- Monitored;
- Managed.

The service is available for the following Supported Systems as detailed in the Supported Technologies Guide:

- Cloud tenancies;
- Virtual Machines;
- Platform as a Service;
- Applications.

2. Definitions

"Application" means a program executing within a Cloud Support Service supported environment where the application is also included within the Node4 Cloud Support Service supported technology list.

"Client Responsible Incident" means if a Service Affecting is identified as being attributable to 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 Services is not operating pursuant to its standard functionality, as identified by a Monitoring Agent and indicated by alert(s) on Node4's Monitoring Host.

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

"Monitoring Agent" means software deployed on a customer target server to support advanced monitoring.

"Monitoring Host" means software deployed on a dedicated Customer server within the Customer cloud environment to allow the installation of Node4 tools.

“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.

“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.

“Platform as a Service” or “PaaS” means any service identified as such in the Supported Technologies Guide, typically known as a service that supports an application provided by a cloud provider whereby the user is abstracted away from managing the infrastructure components.

“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;

“Request Fulfilment” means a change that is considered routine and that is on the Node4 Cloud Support Service supported technology list or that can be completed within 30 minutes by a Node4 Cloud Support Engineer.

“Service Affecting Incident” means any failure of Node4 service, which, in our 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 request for a change for information.

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

“Support Level” means the level of support purchased by the Customer as set out on the Order Form.

“Supported Technologies” means the published list of services supported by this Service in the Supported Technologies Guide which shall include, but will not be limited to, Cloud tenancies, Virtual Machines, Operating Systems, PaaS Services and Applications.

“Supported Service Instance” means each individual deployed instance of a service such as a VM, a PaaS service or Cloud Tenant.

“Tenancy” means one of the base cloud environments included in the Cloud Support Service within which virtual machines, virtual networks and cloud services execute.

“Virtual Machine” means instances of operating systems or virtual appliances executing within one of the supported environments.

3. Specific terms

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

3.1 Ordering

Node4 reserves the right to reject or amend details for any one or more Services in an 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 Customer and

provide Customer with a new order form for the affected Service only.

Customer shall have fifteen (15) Business Days to accept the changes or to cancel the affected Service. If the Customer does not accept the revised order form within fifteen (15) Business Days of notification, Node4 reserves the right to cancel the affected Service in the Order Form without any Liability to the Customer by notice in writing to the Customer. If there are any other Services on the Order Form, these shall remain unaffected.

If the Customer does not accept the changes, the Customer shall have the right to give 90 days' notice of Termination of any or all Services.

3.2 Termination

Following Termination, at the expiry of the contract term Node4 shall stop monitoring or collecting data on objects covered by the "Monitored" or "Managed" service level and not accept or action new incident tickets.

3.3 Service misuse

Under no circumstances will Node4 be responsible for data that has been damaged, lost or corrupted by misuse or configuration by or on behalf of the Client.

3.4 Node4 Third Parties

Node4 may use 3rd parties to deliver all or part of the Cloud Support Service. 3rd parties may be added, removed and changed within the Cloud Support Service.

3.5 Client Third parties

The Client commits to fully manage all their own Clients and suppliers directly. Node4 will not interface directly with any third parties working with the Client unless by prior arrangement.

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 Cloud Support 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.

4 Fees

Fees will commence when the implementation of such Service is completed by Node4 and such Service is available for use by the Client either the whole service or any individual components that form part of the service..

Fees apply on a per component (Tenancy, VM, PaaS, Application, service, or professional services) level.

Fees may comprise any or all the following.

4.1 Service On-boarding fees

Any applicable or agreed design, configuration, and service transition fees for the implementation of the Cloud Support 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 Cloud Support Service are associated with the chosen options the specifics of which cloud entities are covered by the service will be detailed on the Order Form.

4.3 Professional Services fees

Any initial consulting 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.

Some levels of the Cloud Support Service do not include Request Fulfilment, these are subject to additional service fees. This is detailed further in the service provision section of this document where the service levels are defined.

5 Client responsibilities

To deliver and support the Cloud Support Service, we expect the Client to be responsible for:

- User Permissions & Role Management within the Supported System(s);
- application availability and support;
- Network availability and support
- Information Security Controls including encryption, vulnerability management, data classification and the use of complex passwords;
- Any other part of the Customer System not detailed on the Order Form.

6 Provision of Services

The following aspects can be supplied within the Cloud Support Service, what is included will be defined on the Order Form.

Service Options

Node4's Cloud Support Service offers a common approach to the support of applicable cloud platforms and cloud services, under the following named service levels:

- Maintained
- Monitored
- Managed
- Additional Services (Add Ons)

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.

Where multiple tenancies, VMs or applications are deployed in a high-availability configuration, each instance needs an associated instance of the same Cloud Support Service option. The level of support for the tenancy must match the highest level of support (e.g. Managed) of any supported system within it.

6.1.1 Maintained

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

Key Features

- 24x7x365 Break Fix support
- Vendor technical escalation

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

6.1.2 Monitored

Our Monitored service level brings the additional benefits of a monitoring and alert response by our operational teams.

Key Features

- 24x7x365 Break Fix support
- Vendor technical escalation
- Service health monitoring

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

6.1.3 Managed

Our Managed service level provides expert management of supported cloud tenancies, VMs, application and platform services, taking operational responsibility for defined aspects of their management and implementing industry best practices where appropriate.

Key Features

- 24x7x365 Break Fix support
- Vendor technical escalation
- Service health monitoring
- Request fulfilment
- Patch Management (VMs only)
- Backup Management (VMs only)

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

6.1.4 Additional Services

The following services are available in addition to the standard service levels:

- Disaster Recovery Management
- Cloud Cost Optimisation

6.2 Service Features

6.2.1 24x7x365 Break Fix Support

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.

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

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 Node4 deem this to be necessary and at our sole discretion. This applies to cloud platforms, operating systems, applications, and PaaS platforms supported by the Cloud Support Service. Technical escalation may be for further assistance with obscure and complex issues, or for software bugs and vulnerabilities.

6.2.3 Service Health Monitoring

Proactive Monitoring provides Node4 with up-to-date Event information on the Customer Supported Services allowing the Node4 Service Desk to proactively open Event Tickets

Event alerts shall include metrics applying to monitored objects including but not limited to:

- Service response time/device availability, statistics (utilisation & errors).
- Service Resource Usage
- Operating System Health Metrics
- Cloud Platform Metrics

Customisations to the standard monitoring & metrics are not available with this service.

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. In this instance, we would aim to deliver comparable features and functionality to the Client.

6.2.4 Request Fulfilment

The Client is entitled to raise Service Requests as part of the services. Node4 will provide advice and support with configuration changes of the Supported System for standard requests.

A standard Request is a routine change that can be completed within 30 minutes by a Node4 Cloud Support Engineer.

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

For service levels that do not include Request Fulfilment, such as Maintained and Monitored, this can be provided on a per requirement basis subject to an agreed scope and additional Professional Services Fees.

Changes are subject to a fair usage policy of no more than 3 service request per month, per supported instance.

6.2.5 Patch Management

Patch Management is provided only for Virtual Machines as part of the 'Managed' Level of service.

At an agreed frequency and during the Maintenance Window, Node4 will install critical patches using automated tools into the operating system. Patches may require a reboot of the operating system which may result in downtime of the Customer Virtual Machines. This shall not be considered as downtime for the calculation of service levels or service credits.

Where multiple servers are used for redundancy (for example a pair of web servers), the VM's shall be rebooted separately.

Node4 shall be responsible for:

- providing suitable engineering resources to meet the agreed Patching Schedule,
- implementing any requested patches and seeking the prior consent of the Customer before implementing any new patches.

The Customer 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 Customer (including, without limitation, to meet Service Level obligations) if the Customer fails to agree to Planned Outage windows or provide a suitable test environment in accordance with the agreed Patching Schedule.

Patch Management does not include version or feature upgrades.

6.3 Backup Management

Backup Management is an extension of the Monitoring Service, which involves the deployment of monitoring checks to monitor events created by the VM, data volume or service backup service whether self-selected as an option or integral to the ordered cloud service. ²

Clients can request assistance with a restore or changes to retention or schedule policies via a Service Request Ticket.

Unless specified otherwise in an Order Form, Node4 will not provide a Backup Management Service for any third-party backup software that

is not stated as Supported Services on the Order Form.

6.4 Disaster Recovery Management

Disaster Recovery Management provides 24x7x365 Break fix support, Monitoring and Request Fulfilment specifically to support the Disaster Recovery replication jobs per Virtual Machine.

This service does not provide any support or engineering time for the creation of Disaster Recovery plans, run books or testing. These elements must be stated on the Order Form with an agreed Statement of Works (SoW) and additional Professional Services fees.

Node4 shall be responsible for:

- Supporting the Disaster Recovery replications jobs;
- providing suitable engineering resources in the event of a Disaster scenario to assist with a recovery of the protected Virtual Machine,
- implementing any requested configuration changes to the Disaster Recovery replication service.

The Customer shall be responsible for:

- Ensuring they are compliant with software licensing terms for replicated software.
- agreeing with Node4 to purchase additional Professional services to provide for the following tasks:
 - Creating a Disaster Recovery plan and full run book of recovery tasks;
 - Testing the Disaster Recovery Plan

Clients can request assistance with or changes to Disaster Recovery replication policies via a Service Request Ticket.

Unless specified otherwise in an Order Form, Node4 will not provide a Disaster Recovery Management Service for any third-party backup software that is not stated as Supported Services on the Order Form

6.5 Cloud Cost Optimisation (Azure only)

Node4 will provide access to our Cloud Optimisation Platform (COP), which shall

include metrics applying to the monitored Azure tenants and subscriptions including but not limited to:

- Monthly Billing detailed breakdown
- Cost Saving Opportunities
- Billing Forecasting
- Tagging Governance

6.6 Out of Scope

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

- Information security controls;
- application support;
- training
- Services not listed on the Order Form;
- Database Management*
- Cloud Billing*
- Anti Virus management *
- major system upgrades.
- Licensing

* see alternative Schedules Documents.

Service Notes

6.6.1 Supported Versions

Node4 will support versions of Systems 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, including software patches unless the client purchases an extended support service from Node4 and this is referenced on the Order Form.

6.6.2 Management Access

Node4 will require management access to all the Supported Systems, with the level of privilege to deliver the support services. This may include:

- Azure Contributor Access
- Server Log on accounts
- Named accounts for engineers on Supported Systems
- Service accounts for management tools

6.6.3 Service Upgrades / Downgrades

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

Downgrades from a higher service level to a lower service level within a contracted period can be requested but commercial adjustment to align with the lower service level pricing is solely at Node4's discretion.

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

6.6.4 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.

6.6.5 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.

6.6.6 Off-boarding

Where the Client ceases the Cloud Support Service, Node4 will remove the associated Supported Systems from its management and monitoring systems.

The Client must remove any remaining administrative access to managed or monitored systems or services from Node4 following off-boarding.

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.

6.7 Essential Maintenance

Where Node4 plans to perform essential maintenance Node4 will endeavour to perform such works during periods of lower usage and will endeavour to give the Customer ten (10) days prior notice. In the event of an emergency Change or Service Affecting Incident such notice

may be less than 24 hours. This is without prejudice to or limitation of the definition of Planned Outage.

This notice may be provided on N4Status (www.n4status.co.uk) rather than a direct notification. Customers 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 Cloud Support 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 9am and 5.30pm 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.

7.5 Time to respond

Node4 aims to respond, update and resolve Incidents in relation to the Node4 Cloud Support 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 may refer 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 Request implemented outside normal business hours these will be dealt with as chargeable projects.

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 Cloud Support Service for a specific Supported Service Instance.
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 Cloud Support Service as defined on the Order Form.

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