



Schedule Document

Consulting Services

PUBLIC
NODE4 LIMITED
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Schedule document

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This schedule contains additional terms and conditions, service description & Service Levels applicable to the Consulting Services and should be viewed with associated Order Form, Node4's General Terms and Conditions and the Acceptable Use Policy.

1. Overview

Node4 provides Consulting Services to address a range of requirements, the scope of this service shall be detailed in the Order Form.

2. Definitions

"Consulting Acceptance Form" means the form provided by Node4 to the Customer indicating completion of the Consulting Services;

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

"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;

"Site" means the space occupied by Customer and/or Node4 where the Customer requires the Service.

3. Specific terms

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

3.1 Intellectual property

All Intellectual Property Rights in and to any deliverables, papers and documents (in any format) ("Deliverables") produced by Node4 under this agreement will be the property of Node4. In return for payment for all the Charges relating this Service Node4 grants to the Customer an irrevocable, perpetual, royalty free, non-transferable, non-exclusive licence to use the Deliverables to the extent necessary for the Customer to use for their internal business case.

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 Customer will extend this provision to its own customers, where Node4 is undertaking work on behalf of the Customer 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.

4. Fees

4.1 Consultancy service fees

The Customer shall pay Node4 for those Consultancy Services specified in the Order Form in accordance with the Order Form;

4.2 Expenses

If the Consulting Services require Node4 to attend a Customer Site, unless otherwise agreed in the Service Statement or the Service Order, the Customer shall incur Additional Charges relating to travel, subsistence, accommodation and any other reasonable expense. Unless otherwise stated in the Service Order the following Charges will apply in addition to the Consulting Day Charges:

- 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 Service Order, an additional Charge of £250 per hour will be applied for any work delivered outside of Business Hours.

5. Customer responsibilities

The following provisions shall apply to Consulting Services:

- The Customer 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, the Customer shall sign a Consulting Acceptance Form, failing which, unless Node4 receives written notification stating otherwise from the Customer within two (2) Business Days of such completion, the Customer shall be deemed to have accepted that all work has been carried out satisfactorily in accordance with the Service Statement.

If the Consulting Services require Node4 to attend a Customer Site, the Customer shall:

- Protect the health and safety of the Node4 personnel whilst on the Customer Site, including, without limitation, ensuring the presence or availability of an appropriate Customer representative during such visits;
- Provide Node4 with wireless or Ethernet connected internet access; and
- provide Node4 with access to the Customer System (including, without limitation, its computers) as Node4 requires for the provision of the Consulting Services and if insufficient access to the Customer System is provided, Node4 shall not be obliged to perform the Consulting Services and may, in Node4's sole discretion, charge the Customer for any costs and expenses reasonably incurred by Node4 as a result of trying to provide the Consulting Service.

6. Provision of services

6.1 Entitlement

Unless otherwise agreed in writing between the Parties, a Consulting Day is comprised of seven man hours within any given Business Day and the Customer shall not be entitled to receive any deduction, refund or compensation for Consulting Services which are completed in less than an entire Business Day.

6.2 Service hours

Unless otherwise agreed in Service Statement, the Consulting Services shall be performed during Business Days only.

For Consulting Services performed outside of **Business Hours** (including any part thereof), an Additional Charge shall be applied pursuant to clause 4.3.

6.3 Timetable

The timetable may be amended at any time by written agreement between the Parties provided that if the Customer cancels an appointment with less than seventy-two (72) hours' notice, the Customer shall not be entitled to have such appointment rearranged and Node4 shall not be required to reimburse the Customer for such cancelled appointment. The Customer accepts that this is a reasonable pre-estimate of Node4's loss and this does not constitute a penalty.

7. Service measures

There are no service Credits available relating to Consultancy Services.

8. Service credits

There are no service Credits available relating to Consultancy Services.