



SCHEDULE DOCUMENT
AZURE SYSOPS AND ANCILLARY
SERVICES

CONFIDENTIAL
NODE4 LIMITED
01/02/2020

SCHEDULE DOCUMENT

AZURE SYSOPS AND ANCILLARY SERVICES

This schedule contains additional terms and conditions, service description and service levels applicable to the Azure SysOps and Ancillary services and should be viewed with associated Order Form, Node4's General Terms and Conditions and the Acceptable Use Policy.

1. OVERVIEW

Node4 Azure SysOps and Ancillary Services provide the Customer with access to an operational support service. There are various components to the Managed Service and the customer solution as stated in the Service Order will be formed from a number of these:

- On-Boarding Service;
- Incident & Event Management;
- Customer Request Fulfilment;
- Proactive Monitoring;
- Patch Management;
- Back Up Management;
- Disaster Recovery Test Support and
- Consulting Service,

(each a **"Service"** and together the **"Services"**).

It should be noted that the Consulting Services may form part of an Azure SysOps and Ancillary Service solution, details of the Consulting Service are covered in the Consulting Services Schedule Document and is not covered by this Schedule Document.

2. DEFINITIONS

"Consulting Service(s)" means the consulting Service provided by Node4 as described in Consulting Services Schedule Document;

"Azure Account Administrator" means a user account with Owner or Contributor access to all supported Subscriptions;

"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 alerts on Node4's Monitoring Host;

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

"Initial Response" means the period of time beginning when the Service Ticket is opened by the Service Desk and ending when Node4 provides an email or telephone response to the designated Customer contact;

"Microsoft Azure Services" or "Azure VM" means any Microsoft service and features identified at <https://docs.microsoft.com/en-us/partner-center/csp-documents-and-learning-resources> except where identified as licensed separately.

"Monitoring Agent" means software deployed on a Customer target server to support advanced monitoring;

"Monitoring Host" means software deployed on a dedicated Customer server at the Customer Site to allow the installation of Node4 tools;

"Patch Management" means the patch management Service provided by Node4 pursuant to the Patching Schedule and this Schedule;

"Patching Schedule" means an agreed and documented plan detailing the policy and procedure for implementing software patches;

"Server Log-on Account" means an authenticated account with administrative level access for Node4;

"Priority Level" shall have the meaning prescribed in clause 7.2 of this Schedule;

"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 Service Ticket opened by the Customer for the purposes of request fulfilment and investigated by the Node4 Service Desk

"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 Service” means the Azure Service or software component of the Customer System directly under the support by Node4 as set out in a Order Form;

“Target Remedial Action Time” means in relation to Service Levels for a Service Ticket raised under this Schedule Document, the length of time, commencing immediately following the initial response, by which Node4 shall make reasonable endeavours to commence remedial action;

3. SPECIFIC TERMS

The following terms and conditions shall apply when Node4 provides Azure SysOps and Ancillary Services to the Customer.

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 delete any collected monitoring or incident ticket data relating to the Agreement within 60 days of the expiry date.

4. FEES

Fees for one-off Charges will apply upon the signature of the order form and reoccurring fees will commence when Ready For Service Notification is provided by Node4, this will follow the agreed date for commencement of Service.

4.1 CONSULTANCY SERVICES FEES

The Customer shall pay Node4 for those Azure SysOps and Ancillary Services specified in the Order Form;

5. CUSTOMER RESPONSIBILITIES

In order to deliver the Service, the following areas are the responsibility of the Customer:

- application availability and support;
- Network availability and support
- Information Security Controls including 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 Azure SysOps and Ancillary services, what is included with be defined on the Order Form.

6.1 ON-BOARDING SERVICE

The On-Boarding Service will be supplied along with any other Services the Customer elects to purchase under this Schedule Document. Node4 shall provide the On-Boarding Services through its Consulting Service, as defined in the Consulting Services Schedule Document.

Unless specified otherwise in an Order Form, in order to provide Services Node4 shall require:

- Server Log-on Accounts;
- Azure AD Tenant Access;
- the opening of any firewalls ports, as agreed during On Boarding; and
- VPN access into the Customer Site and Supported Services.

Node4 will not be responsible for any Service failures caused by Customer network or server related issues impacting the ability to access the Supported Services or the Monitoring Host.

Following On-Boarding, if Node4 has identified current issues with the Customer Supported Services Node4 will provide the Customer with written notice of any identified problems; and a list of recommendations and reasonable timeframe for rectifying such problems and the accompanying quote(s) outlining what Charges apply for carrying out such rectification(s).

If the recommendations defined have not been implemented within the specified timeframe, Node4 reserves the right to either:

- amend the scope of the Services and/or amend the Charges; or
- terminate the Order Form (or part thereof) relating to the Services for which such recommendations apply.

6.2 PROACTIVE MONITORING

Proactive Monitoring helps to provide to Node4 with up to date Event information on the Customer Supported Services allowing the Node4 Service Desk to proactively open Event Tickets. Unless specified otherwise in the Order Form the proactive monitoring Service will provide the Node4 Service Desk with event alerts based on some or all of the following parameters:

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

Node4 reserves the right to amend these parameters and alter any associated thresholds alerts during the term of the contract.

6.3 PATCH MANAGEMENT

At an agreed frequency and during the Maintenance Window, Node4 will install critical patches into the operating system. Patches may require a reboot of the operating system which may result in downtime of the Customer Azure 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 Azure 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; and
- 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.

6.4 BACKUP MANAGEMENT

Backup Management is an extension of the Proactive Monitoring Service, which involves the deployment of monitoring checks to monitor Events created by the Azure Backup service.

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

6.5 DISASTER RECOVERY TEST SUPPORT

Node4 shall provide up to two Consulting Days per annum to support a customer disaster recovery test.

The scope of the work shall be governed by Consulting Services Schedule Document.

6.6 OUT OF SCOPE

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

- Customer security policy;
- application support;
- training
- Azure Services not listed on the Order Form;
- Database Management*
- Azure Billing* and
- major system upgrades.

* see alternative Schedules Documents.

7. SERVICE SUPPORT

For Supported Services as part of the Services, the Customer can choose from two level of support:

- Foundation and
- Managed

The Customer can then add the following additional Service options

- Back Up Management;
- Patch Management;
- Disaster Recovery Test Support and
- Consulting Services.

The Service Options chosen by the Customer shall be stated in the Order Form.

7.1 SERVICE HOURS

The following table details the different Support Hours relating to the Support Level defined on the Order Form

Support Level	Support Hours
Business Hours	Standard business hours support 9am to 5.30pm week days, excluding bank and national holidays
24 x7	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

7.2 INCIDENT & EVENT MANAGEMENT

Incident & Event Management helps provide solutions to Service Tickets. Depending on the impact an Event or Incident has on the Service, each Event or Incident will be categorised by Node4 into one of the severity levels as set out in the table below:

Priority	Description
Level 1 - Critical	A major Incident resulting in total loss of service.
Level 2 - High	A major Incident resulting in a severe service degradation or loss of service to a significant percentage of users.
Level 3* - Medium	A minor Incident resulting in a limited or degraded service or a single end user fault.
Level 4* - Low	General, non-service affecting support. This includes installation support.
Level 5* - Change Request	Level 5 should be used for requesting a change to an existing service or system.

If the customer has a Level 1 or Level 2 issue which requires Patch Management as a remedial action, this will be covered under the Incident & Event management Service. Customers with a Level 3 issue will require the Patch Management or Consulting Service.

7.3 SERVICE REQUEST FULFILMENT

Customer is entitled to raise Service Request for Customer request fulfilment as part of the Services. There are two types of Service Requests as set out in the table below:

Priority Level	Description
Standard Request	Non service affecting change Risk: Low This request does not require customer change board approval.
Major Change	Service affecting change Risk: Medium/ High This request requires customer change board approval.

The Customer is entitled for up to three Service Requests per supported Azure VM or service instance per calendar month, unless otherwise specified in the Order Form.

The Customer will be liable to pay Additional Charges for any Service Requests which are raised that are not on the Customer request fulfilment list or if the monthly entitlement is exceeded, unless specified otherwise in Order Form.

7.4 TIME TO RESPOND

Node4 shall prioritise all Service Tickets based on its reasonable assessment of the Priority level; and respond to all Service Tickets in accordance with the initial response times specified in the table set out below:

Priority	P1	P2	P3	P4	Service Request
Response / Acknowledgement	30 Mins	1 Hour	2 Hours	4 Hours	12 Hours
Commencement	1 Hour	2 Hours	4 Hours	N/A	N/A
Frequency of Updates	30 Mins	2 Hours	12 hours if Resolve / Target to Fix exceeded		
Resolve / Target to Fix	4 Hours	8 Hours	12 Hours	36 Hours	60 Hours

Where further information is requested from the Customer by Node4 or the Service Ticket is forwarded to a third party in order to obtain any further information or clarification relating to the Service Ticket, the measurement of the Service Level shall be suspended until Node4 receives sufficient information to investigate the Service Ticket.

7.5 SERVICE REQUEST

Node4 shall respond to all Service Requests within the length of time, commencing immediately following the Initial Response, by which Node4 shall make reasonable endeavours to complete the

Service Request as specified in the table set out below:

Request Type	Target Fulfilment Time
Standard Request	Next Business Day
Major Change	Agree Maintenance Window

8. SERVICE CREDITS

Service credits are not available for Azure SysOps Services.

The N4Foundation for Azure Service is required to escalate Service Credit requests to Microsoft under the Microsoft Customer Agreement.