



Schedule Document
**Data management and ancillary
services**

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Node4 Limited
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Schedule document

Data management and ancillary services

This schedule contains additional terms and conditions, service description and service levels applicable to the Data Management 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 Data Management 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 Order Form will be formed from a number of these:

- On-Boarding Service;
- Incident & Event Management;
- Customer Request Fulfilment;
- Proactive Monitoring;
- Performance Tuning;
- Enhanced 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 a Data Management and Ancillary Service solution, details of the Consulting Service are covered in the Consulting Services Service Schedule and is not covered by this document.

2. Definitions

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

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

"Database Log-on Account" means a database account with administrative level access;

"Event" means when any monitored component of the Supported Software 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 Service Ticket is opened by the Service Desk and ending when Node4 provides an email or telephone response to the designated Customer contact;

"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 a domain 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 in a Order Form;

"Supported Software" means the database 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, 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 Data Management and Ancillary Services to the Customer.

3.1 Ordering

Node4 reserves the right to reject or, subject to, amend details for any one or more Services in a 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 five (5) Business Days to accept the changes or to cancel the affected Service. If the Customer does not accept the revised order form within five (5) 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.

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.

3.3 Licencing

Any licenses installed / activated or implemented by Node4 as part of the Data Management and Ancillary Services is completed in line with the Customer approved statement of work, it is the Customers responsibility to ensure it has sufficient licencing in place during and following the agreed work and any software is used in accordance with the vendor terms and conditions of usage.

4. Fees

Fees for one-off Charges, Charges for the sale of Products and any other one-off Charges, 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 service fees

The Customer shall pay Node4 for those Data Management and Ancillary Services specified in the Order Form in accordance with the Order Form;

5. Customer responsibilities

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

- Hardware availability and support;
- Operating system availability and support;
- Network availability and support; and
- Information security controls including the use of complex passwords.
- Any other part of the Customer System not detailed in the Order Form.

Customer shall notify the Node4 immediately if it is subject to a security breach which has or could impact the services being provided.

6. Provision of services

The following aspects can be supplied within the Data Management 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 Service Schedule. Node4 shall provide the On-Boarding Services through its Consulting

Service, as defined in the Consultancy Service Schedule.

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

- Server Log-on Accounts;
- Database Log-on Accounts;
- A Monitoring Host server;
- The opening of any firewalls ports, as agreed during On Boarding; and
- VPN access into the Customer Site and Supported Software.

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

Following On-Boarding, if Node4 has identified current issues with the Customer Supported Software Node4 will provide the Customer with written notice of any identified problems; and a list of recommendations and a 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 Software allowing the Node4 Service Desk to proactively open Event Tickets. Unless specified otherwise in the Service Statement or Order Form the proactive monitoring Service will provide the Node4 Service Desk with event alerts based on some or all of the following parameters:

- Database service status
- Free disk space
- Database state
- Database errors
- Database failed jobs
- Database replication status

- Database mirroring status
- Database log shipping status

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

6.3 Performance tuning

Performance Tuning is an extension of the Proactive Monitoring Service, which involves the deployment of performance health management checks.

Unless specified otherwise in an Order Form, in order to provide the Performance Tuning service Node4 shall require access to install a Monitoring Agent on the Customer Supported Software and associated application servers.

6.4 Enhanced patch management

The Enhanced Patch Management Service provides a quarterly service to implement non critical software patches.

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.

6.5 Back-up management

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

Unless specified otherwise in an Order Form, Node4 will not provide a Backup Management Service for any backup software that is stated as Supported Software on the Order Form and isn't included by the database software vendor as a native backup technology.

6.6 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 Consultancy Services Service schedule.

6.7 Out of scope

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

- Security policy;
- Application support;
- Training; and
- Major system upgrades.

7. Service support

For Supported Software as part of the Services, the Customer can choose from two levels of support, namely:

- Access Knowledge and
- Managed.

The Customer can then add the following additional Service options:

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

The Support Level chosen by the Customer shall be stated in the Order Form.

7.1 Service hours

For Supported Software as part of the Services, the Customer can choose from two levels of service hours, namely:

- Business Day; means 9.00 am to 5.00 pm on any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or other statutory or national holiday in the United Kingdom
- 24x7; means Business Day plus the ability to raise Priority Level 1 Incident outside of Business Hours.

7.2 Incident and 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 priority levels as set out in the table below:

Priority Level	Description
Level 1 (Critical)	Supported Software inaccessible. There is a critical need and a total inability to deliver or use a required business function of a Service.
Level 2 (Major)	Supported Software component degraded. A database, system, component or application is not available but a temporary fix may be available. Where there is not a critical need to resolve but there is an impact to the delivery or use of the Service.
Level 3 (Standard)	Where there is not a critical need and no impact to the delivery or use of the Service.

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 Enhanced Patch Management or Consulting Service.

7.3 Service Request fulfilment

Customer is entitled to raise Service Requests for Customer request fulfilment as part of the Services. There are two types of Service Request 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 database 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 Support level

For Supported Software as part of the Services, the Customer can choose from two levels of support, namely:

- Access Knowledge and
- Managed.

The Customer can then add the following additional Service options:

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

The Support Level chosen by the Customer shall be stated in the Order Form.

7.5 Measurement

The support levels are measured over a three (3) month rolling period.

Where:

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

For Tickets where support is only provided during Business Hours, the measurement of the Service

Level response times shall be suspended during the time periods outside of Business Hours.

7.6 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 times specified in the table set out below:

Priority Level		Support Levels	
		Access Knowledge	Managed
Level 1 (Critical)	Initial Response	4 Hours *	30 Mins
Level 1 (Critical)	Target Remedial Action Time	99% Within 8 Hours *	99% Within 1 Hour
Level 2 (Major)	Initial Response	4 Hours *	2 Hours *
Level 2 (Major)	Target Remedial Action Time	99% Within 8 Hours *	99% Within 4 Hours
Level 3 (Standard)	Initial Response	4 Hours *	4 Hours *
Level 3 (Standard)	Target Remedial Action Time	99% Within Next Working Day *	99% Within 8 Hours *

* These times are only measured during Business Hours, Node4 has no obligation to provide support outside of Business Hours.

7.7 Service Requests

Node4 shall respond to all Service Request within the length of time, commencing immediately following the Initial Response, by which Node4 shall make reasonable endeavours to complete the Service Requests as specified in the table set out below:

Priority Level		Support Levels	
		Access Knowledge	Managed
Standard Request	Target Fulfilment Time	2 Business Days	Next Business Day

Major Request	Target Fulfilment Time	Next Customer Change Window	Next Customer Change Window
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8. Service credits

Node4 will provide the Customer with Service Credits, as set out below, for the failure to meet the following targets:

8.1 Availability outcome

If an availability outcome is stated in the Order Form and unless specified otherwise the Service Outcome will be based on the below targets set out in the below table:

Deployment Architecture	Availability
Single Active Database	99%
Active / Passive Cluster	99.9%
Active / Passive DR (Second Site)	99.95%

The Service is “Unavailable” when all users, including any test system used by the Node4 Customer Service Desk cannot access the Supported Software due to a fault with the Supported Software. The time for which the Supported Software is Unavailable is measured from when such an issue has been reported and a Ticket ID has been registered with Node4, until Node4 has corrected the problem and closed the related Ticket. Node4 is responsible for reporting to the Customer when the problem has been corrected.

Unless otherwise stated in the Order Form, Service Outcome targets are measured over a One (1) month period.

8.2 Calculation of service credits

Where a Monthly Review Period incorporates part of a month, any Service credit will apply to a pro-rated Monthly Fee.

Service credits will be calculated monthly, aggregated and credited to the Customer 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 Customer 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 Customer could reasonably be expected to become aware of such failure. The Customer 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 Customer, the Customer 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

Service Credits will not be payable by Node4 to the Customer and Service Bonuses will not be waived by Node4 where the failure to meet a Service Level or Service Outcome is caused by any of the following:

- The fault or negligence of the Customer, its employees, agents or contractors;
- The Customer failing to comply with the terms of this Agreement;
- Any Event of Force Majeure described in Clause 15;
- A failure by the Customer to give Node4 necessary access to any Customer System after being requested to do so by Node4;
- Maintenance during any Planned Outage;
- Any outages or degradation to existing Service that may be the result of Customer requested Service changes or upgrades;

9. Service bonus

If agreed as part of the Agreement, Node4 will reserve a percentage of the recurring Charge stated in the Order Form to be paid by the customer as Service Bonus. The actual Service Outcome and the Service Bonus percentage will be stated in the in Order Form.

If Node4 is in breach of the agreed Service Level which is defined by the Service Outcome. The non-payment of the Service Bonus is the customer's sole remedy.