



## Schedule document

### Onsite support

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# Schedule document

## Onsite support

This schedule contains Additional Terms and conditions, service description and service levels applicable to the onsite support service and should be viewed with associated Order Form, Node4's General Terms and Conditions and the Acceptable Use Policy.

### 1. Overview

Onsite support service provides a on premise contact for End Users and Service Recipients at a Client site.

### 2. Definitions

**“Additional Terms”** means this Schedule forming part of the Agreement, which describes the Products and/ or Services to be provided and the relevant service levels;

**“Desktop Device”** means a Client Owned Personal Computer such as a Laptop or Desktop running the Microsoft Windows 10 Enterprise Operating System or later Node4 approved version.

**“End Users”** means an authorised employee, contractor or agent of the Client who has access to support of their Client owned Desktop Device or Devices.

**“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 when the implementation of such Product or Service is completed by Node4 and such Product or Service is available for use by the Client;

**“Service Request”** means a request for a change or for information.

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

**“Support Hours”** mean the support level included on the Order Form.

### 3. Specific terms

#### 3.1 Client data

The Client acknowledges that it is the owner of all data, text, sound, video, images, and software (excluding that provided by Node4 and included on the Order Form) on the Desktop Devices, and any backup or storage of it.

Node4 accept no liability for any loss of data caused during the support, management, or resolution of a Service Ticket. It is a Client responsibility to ensure that End User data is backed-up as required.

#### 3.2 Third parties

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 Service, Node4 shall provide the Client with reasonable information and assistance to the extent that such assistance is not adverse to Node4's interests and may be chargeable at the Client's expense in the resolution of such a dispute.

### 4. Fees

Fees will commence when the implementation of such Product or Service is completed by Node4 and such Product or Service is available for use by the Client. This will follow notification from Node4 that onsite support is activated. Fees may comprise any or all of the following aspects.

#### 4.1 Recurring fees

Recurring Fees are paid monthly in advance based on the levels detailed on the Order Form.

#### 4.2 Additional support

Additional tasks undertaken at the request of the Client by Node4 personnel, will be charged at rates agreed between the parties in advance.

### 5. Provision of services

In order to provide Onsite Support Service, the Client agrees to provide at no cost the Node4 on site resource with appropriate access, equipment and space.

The following aspects are included in the Onsite Support Service.

## 5.1 Onsite Support

Onsite Support Service provides Client with face to face end-user support via Node4 resource being on premise at a specified Client site(s).

This includes support for

- Support of Desktop Device, End Users / changes provided to the Client as required
- New End User setup procedure.
- Desk moves
- Desktop Device Hardware Support
- Fault diagnosis
- Call logging with Warranty provider
- Arrange for repair or replacement
- Setup of temporary End User machine (if available)
- Cabling patch RFC
- Administer and respond to day to day support requests
- Support for site based escalation
- Additional services agreed between Node4 and the Client included on the Order Form

## 5.2 Support Hours

Onsite support is provided during Standard business hours only (9am to 5.30pm weekdays, excluding bank and national holidays).

## 5.3 VIP Support

If defined on the Order Form Onsite VIP support will provide a heightened level of support and technical services to nominated Client End Users.

VIP Support includes

- Node 4 will provide an enhanced level of service with response and resolution times for each VIP
- Critical Outcome is to return the ability to work to the VIP

## 6. Exclusions

The following aspects are excluded from the Onsite Support Service

- Services that are not contracted through Node4
- Services required outside of the contracted hours

- Management of services delivered by Third Parties
- Project-related request activity
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## 7. Service Credits

The following service measures and credit will be applicable to End User Support and Service Management.

For measurement purposes the exact Incident duration will be calculated as the elapsed time between the Service Ticket being opened and the time when Service is restored.

### 7.1 Onsite incident resolution

Calculated as the total number of closed onsite Service Tickets during a month which were resolved within the time to resolve divided by the closed onsite 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 End User Service
80% or above	N/A
<80% - 70%	5%
Less than 70%	10%

### 7.2 Calculation of Service Credits

Service Credits are calculated as a Percentage of the monthly Fees for End User Support and Service Management as defined on the Order Form.

Total Service Credits for the End User Support and Service Management shall not exceed 30% of the associated total monthly Fees for End User Support and Service Management 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.

### **7.3 Exclusions to Payment of Service Credits**

Service credits will not be payable by Node4 to the Client in relation 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

Service credits are not applicable for more than one breach of any targets outlined in this document arising from the same occurrence.