**Statement of Work Or Terms of Supply**

**Supplier:** CyberIAM Holdings Limited ('the Supplier')

**Client:** [clientName] ('the Client')

**Project Name:** [projectName] ('the Project')

**Software Environment:** [softwareEnvironment] ('the Software Environment')

1. **Terms:**

    1.1. This Statement of Work ('**the Statement of Work**'), dated [effectiveDate] ('the Effective Date'), is entered into between the following parties:

        1.1.1. **[cyberIAMCompany]** a company incorporated and registered in [cyberIAMCountryOfIncorporation_2uqt4bs] with company number **[cyberIAMRegistrationNumber]** whose registered office is at **[cyberIAMAddress]** ('**the Supplier**'); and

        1.1.2. **[client/authorityName]** incorporated and registered in England and Wales with company number **[clientRegistrationNumber]** whose registered office is at **[clientAddress]** ('**the authority/Client**').

        (individually a '**Party**' and collectively the '**Parties**')

    1.2. This Statement of Work is entered into pursuant to the **[masterAgreementName]** entered into between the parties on **[masterAgreementDate]** ('the Agreement'), the terms and conditions of which are hereby adopted and incorporated by reference and shall accordingly apply to this Statement of Work.

    1.3. In the event of any conflict or inconsistency between the **Statement of Work** and the Agreement, then this **Statement of Work** shall prevail to the extent of the conflict or inconsistency.

    1.4. The signing of this Statement of Work by authorised representatives will signify acceptance by the parties of the scope, approach and deliverables of the Project as contained hereunder.

2. **Start date and duration:**

    2.1. This Project and Services will commence on: [expertSupportStartDate]. ('the Service Commencement Date')

    2.2. This Project and Services shall continue until: [expertSupportEndDate]or until all pre-allocated Service Hours have been exhausted, which ever occurs first. ('the Services End Date')

    2.3. The **Statement of Work** shall terminate on the Services End Date unless the parties agree in writing and/or according to a change order process prior to the Services End Date that the terms of the **Statement of Work** shall be extended by any reasonably necessary period but which extension shall not exceed a period of 3 Months.

    2.4. The Statement of Work may be terminated sooner in accordance with the Agreement, whereupon any remaining Service Hours shall be forfeit and any associated Fee's will remain non-refundable.

3. **Services**

    3.1. The Supplier shall provide **[serviceHoursPackage] Service Hours** ('**the Hours**') to the **Client** which may be used to provide a variety of services relating to 'on-premises' or 'cloud-based' Identity Access Management ('IAM') or Privileged Access Management ('PAM') software utilized by the Client including any maintenance release acquired during subsistence of this agreement specifically including the **Software Environment/s**.

3.2. The **Supplier's** utilisation of available pre-allocated Hours are calculated on the basis of hours worked and which Hours shall be utilised in one-hour increments, and rounded up to the nearest hour.

3.3. This Statement of Work is limited to the provision of **Services** ('**the Services'**) as described in detail more fully below. The total pre-determined hours may be allocated as per the Client's instructions and needs.

3.4. The Parties acknowledge that the **Supplier** may elect to render **Services** from branch offices located in England, South Africa, Australia or other remote working locations.

3.5. **Services** will be provided during the working hours of the office providing the Services. These are referred to as '**Working Hours**' and are 9:00 am — 5:00 pm on weekdays (excluding any Public or Bank Holidays) as per each branch office respective time zone.

3.6. The **Parties** may agree in writing to provide **Services** outside of the **Working Hours**. In that instance all hours utilised outside of **Suppliers Working Hours** will be utilised at a rate of 200%.

3.7. The **Supplier** shall perform the **Services** remotely from **Supplier's** premises and/or offices. Any visits to the **Client's** premises or to any other sites must be pre-authorised by the **Client** in writing and will be charged separately.[endif]

4. **Expert Services**

4.1. **Expert Service Hours** may only be used to assist with the **Client's** existing **Software Environment/s** by providing access to resources to assist with tasks, activities and services that are associated with the respective skill levels of Developers, Subject Matter Experts or Business Analysts ('Resource/s'). Each request will be assigned to the appropriate Resource by the **Supplier**.

4.2. **Order Process:**

4.2.1. Upon receipt of a written order for Expert Service resources the Supplier shall acknowledge the request in writing and determine whether the services requested are within scope;

4.2.2. If the services requested are within scope, the Supplier shall provide the Client with written confirmation of the estimated effort required to complete the services;

4.2.3. The Resources shall thereafter commence and continue to work, exercising reasonable efforts until the work has been completed.

4.3. The following activities, services and tasks are example of work which will be deemed in-scope:

4.3.1. Assisting Client with Application configuration, role clean-up within Software Environment and onboarding;

4.3.2. Implementation of Environment enhancements and configuration;

4.3.3. Assisting with user acceptance testing for applications and platforms;

4.3.4. Patching of the Software Environment;

4.3.5. Software Environment configuration for analysis and discovery work; workflow customisations; and environment enhancements;

4.3.6. Connector Implementation or Configuration for custom connectors; repair of existing connectors; webservices connectors; new application on-boarding.

4.4. Expert Service Hours may not be used or allocated as follows, which are automatically deemed out of scope unless otherwise agreed in writing between the parties:

4.4.1. Large-scale upgrades of the Software Environment;

4.4.2. Replacement of existing Software Environments;

4.4.3. Deployment of new Software Environments;

4.4.4. Activities, services and tasks which necessitate the use of Solution Architects, Principal Consultants and/or Project Managers.

5. **Fees**

5.1. The Fees for the Expert Service Hours will be billed at a rate of [serviceHoursFee250] OR [serviceHoursFee500] OR [serviceHoursFee750] OR [serviceHoursFee1000]**,** excluding VAT.

5.2. The Supplier shall invoice Client for all fees. Payment must be made in advance to the bank account nominated in writing by the supplier. Notwithstanding the terms of any Invoice, the Supplier will not commence work until payment has been received in full

6. **Support Services**

6.1. Support services will be provided in accordance with the Service Level Agreement attached, which schedule forms a part of this Statement of work

6.2. Support Service Hours may be used to support the Client's Environments as follows:

6.2.1. First line support assisting Client with raising issues;

6.2.2. Acknowledging, investigating, and resolving tickets raised in Supplier's ticketing system;

6.2.3. Supporting the resolution of source system and Environment issues (problems with end-user access to environment, configuration, connectivity, standard functionality, environment outage);

6.2.4. Updating any source system configurations within Supplier's environments;

6.2.5. Back-end changes within the environment where appropriate and in accordance with Environment guidelines;

6.2.6. Configuring changes as required within each environment;

6.2.7. Any additional support tasks deemed in-scope by the Supplier.

6.3. The following requests and work shall be considered Out-of-Scope:

6.3.1. Architecture related support;

6.3.2. Infrastructure related connectivity issues;

6.3.3. Discovery and on-boarding new accounts, environment and/or platforms;

6.3.4. Account mapping and setting up of Smart Rules;

6.3.5. Delivery of new or additional new Environment capability or functionality;

6.3.6. Product release, upgrade, and patching.

6.4. The Client shall request Support Services by way of a Support Request raised:

6.4.1. By accessing a dedicated client portal; or

6.4.2. by emailing the Supplier using a dedicated support email; or

6.4.3. by calling a pre-designated telephone number;

the details of which will be provided in writing by Supplier to the Clients Point of Contact at kick-off.

7. **Escalation Matrix**

7.1. The Client shall escalate all unresolved Faults using the following Escalation Matrix:

| Supplier | | |
|---|---|---|
| **Reporting Level** | **Name** | **Email** |
| BAU Point of Contact: | [bAUPocSupplier] | [bAUEmailSupplier] |

| First Level Escalation | [firstLevelContactSupplier] | [firstLevelEmailSupplier] |
|---|---|---|
| Final Level Escalation | [finalLevelContactSupplier] | [finalLevelEmailSupplier] |
| **Client:** | | |
| **Reporting Level** | **Name** | **Email** |
| Technical Lead/Project Manager | [bAUContactClient] | [bAUEmailClient] |
| First Level Escalation | [firstLevelClient] | [firstLevelEmailClient] |
| Final Level Escalation | [finalLevelContactClient] | [finalLevelEmailClient] |

8. **Fees**

   8.1.    The Fees for the Expert Service Hours will be billed at a rate of [serviceHoursFee250] OR [serviceHoursFee500] OR [serviceHoursFee750] OR [serviceHoursFee1000]**,** excluding VAT.

   8.2.    The Supplier shall invoice Client for all fees. Payment of the Fees must be made in advance to the bank account nominated in writing by the supplier. Notwithstanding the terms of any Invoice, the Supplier will not commence work until payment has been received in full.

The parties, who each warrant the authority of each authorised signatory, accordingly, enter into this **Statement of Work** on the Effective Date:

| |
|---|
| Signed for and on behalf of **[clientName]**<br><br>Signatory name:<br><br>Signatory position:<br><br>Date:                                                            *Signature* |

| |
|---|
| Signed for and on behalf of **[cyberIAMCompany]**<br><br>Signatory name:<br><br>Signatory position:                                         *Signature*<br><br>Date: |

## Schedule A - Service level agreement for Support Services

1. **Definitions:**
   All initial capitalised terms in this schedule shall have the meaning given to them in the Statement of Work, unless otherwise defined herein.

   **Reasonable Efforts**: the same level of effort and degree of priority and diligence with which the Supplier meets the support needs of its other similar customers.

   **Contact List**: a current list of Supplier contacts and telephone numbers uploaded to the Clients dedicated portal to enable the Client to escalate its Support Requests, including the first person to contact; and the persons in successively more qualified or experienced positions to provide the support sought.

   **Client Cause**: any of the following causes: any improper use, misuse, or unauthorised alteration of the Software by the Client; any use of the Software by the Client in a manner inconsistent with the then-current Documents; the use by the Client of any hardware or Software not provided by the Supplier; or the use of a non-current version or release of the Software.

   **Software: the on premises or cloud-based Identity Access Management ('IAM') or Privileged Access Management ('PAM') software utilized by the Client including any maintenance release acquired during subsistence of this agreement.**

   **Software Vendor: any third-party Software supplier and the related additional third-party terms and conditions.**

   **Higher-level Support**: any support which includes the provisioning of services from a senior technical resource.

   **Statement of Work**: the agreement to which this schedule relates.

   **Fault or Operational Fault:** failure of the Software to operate in all material respects in accordance with the Software Vendor Specification and Documents, including any operational failure or error referred to in the Service Level Table.

   **Out-of-scope Services**:
   a. Services listed as such in the Statement of Work;
   b. any services provided by the Supplier in connection with any apparent problem regarding the Software reasonably determined by the Supplier not to have been caused by a Fault, but rather by a Client Cause or a cause outside the Supplier's control (including any investigational work resulting in such a determination);
   c. Any services or issues which the Supplier determines can only be directly resolved by the Software Vendor due to additional restriction or limitation imposed by the Software Vendor which prevent the Supplier from work on the Software for reasons over which the Supplier has no control;
   d. If the Software has been altered or modified other than as approved by the Software Vendor or the Supplier, or where any portion of the Software is incorporated with or into other software not approved by the Supplier or the Software Vendor;
   e. If the Software has been subject to misuse or any misapplication of the Software and Environment;
   f. If the Software is installed on any computer hardware or software configuration not supported by the Supplier and the Supplier is accordingly prevented from being able to access the Software owing too invalid or incorrect hardware and/or software configurations.

   **Service Levels**: the service level responses and response times referred to in the Service Level Table.

   **Service Level Table**: the table set out in paragraph 4.1.

   **Solution**: either of the following outcomes: correction of an Operational Fault or; a Workaround in relation to an Operational Fault (including a reversal of any changes to the Software if deemed appropriate by the **Software Vendor**) that is reasonably acceptable to the Client and/or the Supplier.

   **Support Fees**: the Fee's billed to the Client as defined in the Statement of Work.

   **Support Hours**: The hours between 9:00 am — 5:00 pm on weekdays (excluding English Bank Holidays).

   **Support Request**: request made by the Client in accordance with this schedule for support in relation to the Software, including correction of an Operational Fault.

   **Support Services**: Any support provided by Supplier Resources sufficiently qualified and experienced to identify and resolve most support issues relating to the Software and excluding any Out-of-scope Services.

   **Workaround: a change in the procedures followed or date supplied by the Supplier or a Software Vendor to avoid a problem or fault without a substantial impairment of the Clients use of the Software or Services.**

## 2. Support Services

2.1.   During the Support Period the Supplier shall perform the Support Services during the Support Hours in accordance with the Service Levels.

2.2.   As part of the Support Services, the Supplier shall:

   2.2.1.   use Reasonable Efforts to correct all Operational Faults notified under paragraph 3.3.1.;

   2.2.2.   provide technical support for the Software in accordance with the Service Levels;

   2.2.3.   refer the Fault to the Software Vendor where the Fault is deemed Out-of-Scope;

   2.2.4.   commit appropriate resources to the provision of Higher-Level Support.

2.3.   The Supplier may reasonably determine that any services are Out-of-scope Services. If the Supplier makes any such determination, it shall promptly notify the Client of that determination.

2.4.   The Client acknowledges that the Supplier is not obliged to provide Out-of-scope Services. Any work associated with an Out-of-Scope Service will not be subject to the Service Levels.

## 3. Submitting Support Requests and access

3.1.   The Client shall request Support Services by way of a Support Request raised according to process detailed in the Statement of Work.

3.2.   As per the Software Vendor requirements, each Support Request must include the following detailed information:

   3.2.1.   Company name and contact details of relevant employee;

   3.2.2.   any unique case number if a continuation of existing fault/case/issue;

   3.2.3.   a detailed problem statement and description of the Operational Fault;

   3.2.4.   where relevant, the duration and/or start time of the incident;

   3.2.5.   steps taken to reproduce the problem;

   3.2.6.   documented evidence of the problem (screenshots, system reports, etc.);

   3.2.7.   description of any troubleshooting conducted;

   3.2.8.   copies of all relevant logs or supports packages;

   3.2.9.   Versions and roles of any operating systems associated with or used by the Clients Environment;

   which the Supplier will assist in compiling where possible and necessary.

3.3.   The Client shall provide the Supplier with:

   3.3.1.   prompt notice of any Faults which it becomes aware of; and

   3.3.2.   such output and other data, documents, information, assistance and (subject to compliance with all Client's security and encryption requirements notified to the Supplier in writing) remote access to the Client System, as are reasonably necessary to assist the Supplier to reproduce operating conditions similar to those present when the Client detected the relevant Operational Fault and to respond to the relevant Support Request; and

   3.3.3.   Access to any necessary information, documents, systems as well as the assistance of any necessary internal employee or representative.

3.4.   Upon receipt of the Support Request, the Supplier will attempt to find a Solution to the Fault and will work with the Software Vendor in circumstances where the Supplier deems this necessary.

3.5.   Except for where the Supplier reasonably determines that it requires access to the Client Site to provide the relevant Support Service, all Support Services shall be provided on an off-site basis (such as over the telephone or by e-mail) from the Supplier's office.

3.6.   The Client acknowledges that, to properly assess and resolve Support Requests, it may be necessary to permit the Supplier direct access at the Client Site, to the Client System and the Client's files, equipment, and personnel. The Client shall provide such access.

## 4. Service Levels

4.1.   The Supplier shall:

   4.1.1.   Prioritise and classify all Support Requests based on its reasonable assessment of the severity level of the Fault reported as per the definitions specified in the table set out below; and thereafter

   4.1.2.   respond to all Support Requests, in accordance with the responses and response times specified in the table set out below:

| Priority | Definition | Service Level response times |
|---|---|---|
| P1 | **Business Critical Failures: Very High**<br>An error in, or failure of, the Software that:<br>a) is underway and cannot be stopped or changed and requires immediate action to resolve the issue;<br>b) materially impacts the operations of the Client's core business or marketability of its service or product;<br>c) prevents necessary work from being done;<br>d) disables major functions of the Software from being performed. | **Response: 8 Hours**<br>Acknowledgment of receipt of a Support Request within 8 Hours.<br>**Resolution: 2 Business Days**<br>The Supplier shall, within 2 Business Days after the P1 Response time has elapsed either:<br>a) Implement a solution; or<br>b) implement a Workaround which will reduce the priority to P2 or lower; and continue to exercise Reasonable Efforts until a Solution has been Implemented.<br>In the Alternative, the Supplier shall exercise Reasonable Efforts until a Solution has been Implemented. |
| P2 | **Major/Significant Failure: High**<br>A major system defect that:<br>a) Effects and disrupts business operations, causing a malfunction that inhibits action, preventing progress;<br>b) Work is slowed or stopped;<br>c) Effect on critical business functions. | **Response: 8 Hours**<br>Acknowledgment of receipt of a Support Request within 8 Hours.<br>**Resolution: 7 Business Days**<br>The Supplier shall provide a solution and/or workaround as soon as practicable and no later than 7 Business Days after the Supplier's receipt of the Support Request.<br>In the alternative, the Supplier shall exercise Reasonable Efforts until a Solution and/or workaround has been Implemented. |
| P3 | **Minor Error: Medium**<br>An isolated or minor non-critical error in the Software that:<br>a) does not significantly affect Software functionality;<br>b) may disable only certain non-essential functions; or<br>c) does not materially impact the Client's business performance and will not result in any data loss or system failure;<br>d) Daily operations are not affected. | **Response: 16 Hours**<br>Acknowledgment of receipt of a Support Request within 16 Hours.<br>**Resolution: 10 Business Days**<br>The Supplier shall provide a solution and/or workaround as soon as practicable and no later than 10 Business Days (excluding weekends and UK bank holidays) after the Supplier's receipt of the Support Request.<br>In the alternative, the Supplier shall exercise Reasonable Efforts until a Solution and/or workaround has been Implemented. |
| P4 | **Non-Critical Issue: Low**<br>a) Problem effects productivity but is a minor inconvenience;<br>b) General Technical queries;<br>c) Undocumented functionality;<br>d) All functions are still available. | **Response: 24 Hours**<br>Acknowledgment of receipt of a Support Request within **24 hours**.<br>**Resolution: 30 Business Days**<br>The Supplier shall provide a solution and/or workaround as soon as practicable and no later than 30 Business days (excluding weekends and UK bank holidays) after the Supplier's receipt of the Support Request.<br>In the alternative, the Supplier shall exercise Reasonable Efforts until a Solution and/or workaround has been Implemented. |

4.2. The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.

4.3. The Client further acknowledges that Supplier response times shall automatically exclude waiting time for access to any environment or system, or time spent waiting for a decision, information, input, or assistance is required for Solution or Workaround from either the Client or the Software Vendor.

4.4. The Supplier shall give the Client regular updates of the nature and status of its efforts to correct any Fault and Monthly reports as to achievement of Service Levels.

4.5. If a Solution is not provided within the relevant Service Level response time, the Client may escalate the Support Request to the party's respective relationship managers as identified in the Statement of Work.

*End of Document*