

Statement of Work

[Client] and CyberIAM

Project: Managed Services for [SoftwareEnvironment]

1. This **Statement of Work** is dated [startDate] ('**the Effective Date**') and is entered into between the following parties:
 - 1.1. **CYBERIAM HOLDINGS LIMITED** incorporated and registered in England and Wales with company number **10771700** whose registered office is at 7-8 Rossmore Business Village, Ellesmere Port, Cheshire CH65 3EY ('**Supplier**'); and
 - 1.2. **[Client]**, a company registered in England and Wales with registered number **[number]** whose registered office is at **[Address]** ('**Client**'),
(each a 'Party' and together the 'Parties')
2. **Client** and the **Supplier** have entered into a [masterAgreement] dated [[masterAgreementDate] (the "**Agreement**"), allowing **Client** or any of its Affiliates to request services from the **Supplier**.
3. In connection with the **Agreement**, **Client** requests certain Services to be provided by the **Supplier**, and the **Supplier** agrees to provide such Services to the **Client** in accordance with this **Statement of Work** and the Service Level Agreement attached hereto as a schedule.
4. Unless otherwise defined in this **Statement of Work** or any attached schedules, terms used in this **Statement of Work** shall have the meaning given to them in the **Agreement**. If there is any conflict as between the terms of the Agreement and this Statement of Work, then this Statement of Work shall prevail.
5. **Term**
 - 5.1. This **Statement of Work** shall commence on [startDate] ('Services Start Date').
 - 5.2. This **Statement of Work** shall continue until [endDate] ('Services End Date').
6. **Services**
 - 6.1. The **Supplier** shall, from the Services Start Date until the Services End Date, provide a quantity of pre-allocated units of **Managed Services** as detailed in **Schedule 1 ('the Services')** to the **Client** to be used for the **Client's Software Environment** ('the Environment'), the detail of the Services are described fully in this Statement of Work and the attached schedules.
 - 6.2. The Supplier's utilisation of the Services are governed as per **Schedule 1**. Client will only be entitled to use the Services on condition there are sufficient available **Services**, as provided in **Schedule 1**. The utilisation of Services under **Schedule 1** will be treated as an overall capacity of the Service, not based on status of individual **Software Environment** products.
 - 6.3. The **Supplier** may elect to refuse to provide any Services when any pre-allocated quantity of Service/s has been entirely expended and no other pre-allocated services can be used. The parties agree that For minor work and Services, this Statement of Work can be amended by formal written Change Request signed by both parties.
 - 6.4. The Services may be provided from any Supplier premises or branch office located in England, South Africa, or Australia.
 - 6.5. Support Services will be provided 24x7x365, other Services will be provided during the hours between 9:00 am — 5:00 pm on weekdays (excluding English Bank Holidays) ('Business Hours'). The parties confirm that Support Service Hours shall be governed by the corresponding Schedule 3 – Service Levels.
 - 6.6. The **Supplier** shall perform the Services remotely from **Suppliers** premises or branch office. Any visits to the **Clients** premises or to any other sites will be agreed to in writing and charged separately on a time and material basis.
 - 6.7. The **Client** shall request Services by way of a Request raised in the following methods:

6.7.1. By accessing a dedicated client portal; or

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

6.7.3. by calling a pre-designated telephone number.

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

Escalation level:	Project Roles	CyberIAM Resource	Project Roles	Client Resource
Point of Contact	Services Manager	[insert name]	[insert]	[insert name]
1st Level Escalation	Chief Operations Officer	Chris Loder	[insert]	[insert name]
2nd Level Escalation	CEO	Michael Ribaudo		

7. Charges

7.1. In consideration for the provision of the Services, the Client shall pay the Supplier the Charges in accordance with Schedule 2.

8. Additional Terms:

8.1. Please see the following additional terms and schedules attached hereto:

8.1.1. Schedule 1 – Services.

8.1.2. Schedule 2 – Charges for the Services.

8.1.3. Schedule 3 – Service Levels.

The parties, who each warrant the authority of each signatory, accordingly enter into this Statement of Work and all attached schedules, effective as from the Effective Date.

Signed for and on behalf of [Client]

Signatory name:

Signatory position:

Date:

Signature

Signed for and on behalf of **CyberIAM Holdings Limited**

Signatory name:

Signatory position:

Date:

Signature

Schedule 1 Managed Services

1. Default services include:

1.1. System Management:

- 1.1.1. The CyberIAM support team will complete systematic health checks on all the implemented **Software Environment** products that your platform is comprised of to ensure that they are all optimized and functionally sound. Our team ensures that all functionality of your applications (operational checklist) are working and that the applications are working in sync with the predefined parameters.
- 1.1.2. The health checks, conducted by our team, are performed at predetermined and regular intervals to ensure a consistent performance baseline can be established. The platform review function allows this information to be proactively used ensuring adequate provisioning of capacity and licensing.

1.2. Upgrades

- 1.2.1. The CyberIAM support team receive security advisories and product update notifications directly from **Software Environment Vendor**. This allows the CyberIAM to proactively advise their customers of critical security patches, product updates or upcoming functional upgrades that can improve the health of the systems, add to the customers security posture or simply be of strategic business value.
- 1.2.2. The CyberIAM support team are therefore in the most suitable position to plan, test and implement these updates and upgrades, as necessary.

1.3. Service Desk

- 1.3.1. CyberIAM utilise a service desk and ticketing system to log any issues or escalations experienced by our clients. The system is monitored by our support team as per Service Level Agreement.
- 1.3.2. The nature of the issue raised is assessed by our support team, and a strategy is put together to resolve the escalated issue.

1.4. Reporting

- 1.4.1. The CyberIAM support team reports on items such as Environment Health, Monitoring and Service Desk statistics. Major incident reports are utilised for priority 1 issues which includes an audit trail of what the problem was and how our support team fixed the problem.
- 1.4.2. The service reports include the performance of your system's management to the service level agreements and what the CyberIAM team have done to ensure the safety of your key applications. These reports are not product specific and will include all implemented **Software Environment** modules.

1.5. Service Operations

- 1.5.1. Onboarding of new applications, or simply organizational change, frequently results in additional changes being required to your larger **Software Environment** solution to support the new or changing requirements. The CyberIAM support team is alerted through our ticketing system that the modification of one of the **Software Environment** systems is required in line with the defined service model.
- 1.5.2. As CyberIAM is a channel partner with **Software Environment**, CyberIAM can liaise with the vendor on behalf of the client, and even create and manage tickets on the customer portal account to support technical issues and queries that have been raised.

1.6. Application Onboarding

- 1.6.1. As the application landscape changes and grows, new applications will need to be added to the platform and be secured with policy, Single Sign On ("SSO") and Multi Factor Authentication ("MFA").
- 1.6.2. This may be providing secure access a custom web application or API down to the URL level using **Software Environment**, or it could be integrating into a new SaaS application using a standards-based federation protocol, like SAML, WS-Federation, OAuth 2.0 or OIDC. It could be a mobile application or SPA that needs to connect securely to an API.
- 1.6.3. All these application types can readily be onboarded by the CyberIAM Support Team.

2. Client Selected Service Thresholds and Standards:

2.1. **Software Environment:** The following table details the maximum services Supplier may deliver:

Functions	Delivered Services	Allowance
System Management	<i>Health Status Checks (per year)</i>	25 Status Health Checks conducted per year
	<i>Operational Checklist and key task to ensure system health monitoring (per month)</i>	12 Operational Checklists, conducted monthly
	<i>Platform Review; Capacity and licensing (per year)</i>	1 Platform Review conducted per year
Upgrades	<i>Product version upgrade (per year)</i>	1 version upgrade conducted per year
	<i>Product patching and security updates (per year)</i>	1
Service Desk	<i>3rd Line Support and Troubleshooting (Average Tickets per month)</i>	Maximum of 16 third Line Support and Troubleshooting tickets per month
	<i>Monitoring (SLA determined hours)</i>	P1 and P2 response time of 15 minutes (see SLA for Resolution times)
Reporting	<i>Reports per year (Environment Health, open defects)</i>	12 reports, provided monthly
	<i>Service Report per year (Service and Performance related to service levels)</i>	12 reports, provided monthly
	<i>Major Incident Report per year (Reports on P1 incidents)</i>	0
Service Operations	<i>Create or Modify of config object (i.e., Adapter Data source PCV) (per year)</i>	4 creation/modification requests per year
	<i>Modify of existing application configuration (i.e., Additional attribute mapping change) (per year)</i>	8 modification requests per year
	<i>Modify of existing application authorization groups (per year)</i>	8 modification requests per year
	<i>Modify of "Policy Tree" logic (per year)</i>	1 modification request per year
	<i>Customize Branding on existing configuration object (per year)</i>	1 per year
	<i>Certificate rotations (per year)</i>	24 rotations per year
24/7 Support	<i>24/7 Adhering to the number of tickets per month</i>	16, to be provided in accordance with the 16 third line Support and Troubleshooting tickets per month

2.2. **Software Environment**: The following table details the maximum services Supplier may deliver:

Functions	Delivered Services	Allowance
System Management	<i>Health Status Checks (per year)</i>	25 Status Health Checks conducted per year
	<i>Operational Checklist and key task to ensure system health monitoring (per month)</i>	12 Operational Checklist, conducted monthly
	<i>Platform Review; Capacity and licensing (per year)</i>	1 Platform Review conducted per year
Service Desk	<i>3rd Line Support and Troubleshooting (Max Tickets per month)</i>	Maximum of 16 third Line Support and Troubleshooting tickets per month
	<i>Monitoring (SLA determined hours)</i>	P1 and P2 response time of 15 minutes (see SLA for Resolution times)
Reporting	<i>Reports per year (Environment Health, open defects)</i>	12 reports, provided monthly
	<i>Service Report per year (Service and Performance related to service levels)</i>	12 reports, provided monthly
	<i>Major Incident Report per year (Reports on P1 incidents)</i>	0
Service Operations		
	<i>Modify of existing application authorization groups (per year)</i>	16 modification requests per year
	Software Environment - MFA Device Unpairing/Repairing (per year)	12 unpairing/ repairing of devices per year
	<i>Update/modify Identity Repository (per year)</i>	
24/7 Support	<i>24/7 Adhering to the number of tickets per month</i>	16, to be provided in accordance with the 16 third line Support and Troubleshooting tickets per month

3. General Service Assumptions:

- 3.1. Client will provide Supplier with access to their personnel and facilities, sufficient for Supplier to fulfil its obligations under this proposal.
- 3.2. Supplier will be granted sufficient access to the relevant platform teams along with any relevant documentation which outlines the current processes and platform configuration.
- 3.3. Supplier will be granted sufficient access to the **Software Environment** infrastructure to perform the tasks outlined in this Contract.
- 3.4. Relevant firewall rules must be configured on the network to allow connectivity between the relevant Software components and the platforms specified in this Contract.
- 3.5. Supplier will facilitate any required testing, but the necessary platform teams will need to be available and conduct testing in a timely manner.
- 3.6. Client will dedicate the necessary time and effort to discover, analyse and present data to support the requirements outlined in this Contract.
- 3.7. Any additional software requests required for the purposes of this Contract will be fulfilled by Client.
- 3.8. Any services not specifically provided for in the Contract are out of scope and will not be performed without being confirmed in writing and, where necessary, engaging in further services agreement or Statement of Work.

4. Technical Definitions Glossary

Term	Definition
API	means Application Programming Interface, a type of software interface that communicates with other pieces of software

OAuth 2.0	OAuth 2.0 is the industry-standard protocol for authorization
OIDC	OpenID Connect (OIDC) 1.0 is a simple identity layer on top of the OAuth 2.0 protocol
SAML	Security Assertion Markup Language
SPA	Secure password authentication

SAMPLE

Schedule 2 Charges and Pricing for the Services

1. Fee's:

Software Environment Managed Service Fee:	Total fee per month -	[per software Environment]
	Total:	[per software Environment]
	Annual amount payable:	[per software Environment]
	Year 1 total amount:	[per software Environment]
	Year 2 total amount:	[per software Environment]

2. Invoicing arrangements

- 2.1. Invoices will be raised, as detailed in the above table, on an annual basis, upfront and must be paid in advance.
- 2.2. All amounts payable by the Client exclude amounts in respect of value added tax (VAT), which the Client shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 2.3. The Supplier shall submit invoices for the Charges plus VAT if applicable to the Client at the intervals specified in the table above. Each invoice shall include all reasonable supporting information required by the Client.
- 2.4. The Client shall pay each invoice due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier.
- 2.5. If the Client fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under any prevailing termination clause in the Agreement:
 - 2.5.1. the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
 - 2.5.2. the Supplier may suspend all Services until payment has been made in full.
- 2.6. All amounts due under the Contract from the Client to the Supplier shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

Schedule 3 Service Levels

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.

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') 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 to 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 Hours: Seven days a week, 24 hours a day including Public Holidays and 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 An error in, or failure of, the Software that: a) is underway and cannot be stopped or changed and requires immediate action to resolve the issue; b) materially impacts the operations of the Client's core business or marketability of its service or product; c) prevents necessary work from being done; d) disables major functions of the Software from being performed.	Response: 15 Minutes Acknowledgment of receipt of a Support Request within 15 Minutes. Resolution: 4 Hours The Supplier shall, within 4 Hours after the P1 Response time has elapsed either: a) Implement a solution; or 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. In the Alternative, the Supplier shall exercise Reasonable Efforts until a Solution has been Implemented.
P2	Major/Significant Failure: High A major system defect that: a) Effects and disrupts business operations, causing a malfunction that inhibits action, preventing progress; b) Work is slowed or stopped; c) Effect on critical business functions.	Response: 15 Minutes Acknowledgment of receipt of a Support Request within 15 Minutes. Resolution: 12 Hours The Supplier shall provide a solution and/or workaround as soon as practicable and no later than 12 Hours after the Supplier's receipt of the Support Request. In the alternative, the Supplier shall exercise Reasonable Efforts until a Solution and/or workaround has been Implemented.
P3	Minor Error: Medium An isolated or minor non-critical error in the Software that: a) does not significantly affect Software functionality; b) may disable only certain non-essential functions; or c) does not materially impact the Client's business performance and will not result in any data loss or system failure; d) Daily operations are not affected.	Response: 30 Minutes Acknowledgment of receipt of a Support Request within 30 Minutes. Resolution: 3 Business Days The Supplier shall provide a solution and/or workaround as soon as practicable and no later than 3 Business Days (excluding weekends and UK bank holidays) after the Supplier's receipt of the Support Request. In the alternative, the Supplier shall exercise Reasonable Efforts until a Solution and/or workaround has been Implemented.
P4	Non-Critical Issue: Low a) Problem effects productivity but is a minor inconvenience; b) General Technical queries; c) Undocumented functionality; d) All functions are still available.	Response: 24 Hours Acknowledgment of receipt of a Support Request within 24 hours . Resolution: 5 Business Days The Supplier shall provide a solution and/or workaround as soon as practicable and no later than 5 Business Days (excluding weekends and UK bank holidays) after the Supplier's receipt of the Support Request. 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. The Client may escalate the Support Request to the party's respective relationship managers as identified in the Statement of Work.

5. Service Credits

- 5.1. If the Supplier fails to provide a Solution within the relevant Service Level response time, the Client shall become entitled to the Service Credit specified in the table set out below corresponding to the relevant severity level of Fault on submitting a written claim for such Service Credit, provided that the relevant Fault or other problem relating to the Software:

- 5.1.1. Is not out of scope or exclude in any other manner; and
- 5.1.2. did not result from a Client Cause or a cause outside the Supplier's control; and
- 5.1.3. was promptly notified to the Supplier under paragraph 3.3.1.

Severity Level of Fault	Service Credit
P1	Credit-Hours equal to 25% of the duration of the Suppliers failure to provide a solution;
P2	Credit-Hours equal to 12.5% of the duration of the Suppliers failure to provide a solution.

- 5.2. The parties acknowledge that each Service Credit is proportionate when considering the Client's legitimate interest to address and resolve all Faults as quickly as possible.
- 5.3. The provision of a Service Credit shall be an exclusive remedy for a particular Service Level failure.
- 5.4. The Supplier shall not in any circumstances be obliged to pay any money or make any refund to the Client.
- 5.5. Service Credits shall be shown as additional hours available for use in the associated Statement of Work.
- 5.6. Client retains the right to terminate this Statement of Work for repeated breaches by Supplier of its duties or obligations (Critical Service Failure), namely failure to adhere to Service Levels under paragraph 4.1 of this Statement of Work.
 - 5.6.1. Repeated breaches considered as:
 - 5.6.1.1. Four (4) consecutive months of a Service Level Failure
 - 5.6.1.2. Seven (7) months of Service Level Failure in a rolling twelve (12) month period.

6. Other remedies

- 6.1. 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.

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