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Description automatically generated

{Title}

{Organisation}

Statement of Work (SoW)

Agreement ID: {AgreementID}

Prepared by:

Circle T Industries Pty Ltd

ABN: 22 136 426 992

February 25

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# Executive Summary

This document describes the usage of the Circle T for Modern Managed Service to provide support and/or application management for the Microsoft 365 platform and auxiliary applications as specified within this agreement.

The works will be continuously monitored and reported upon with constant interaction with both the existing support teams and wider technology group.

This agreement provides a holistic approach from strategic advice and recommendations, governance and engineering through to support based on requirements, request and agreement.

This will both reduce risk and provide flexibility in regards to the support, monitoring and maintenance of your Microsoft platforms. Appropriate highly skilled specialists will engage as required. This will drive continuous improvement and ensure issues are resolved efficiently.

Support requirements for Microsoft 365 incidents vastly differ from traditional infrastructure and service support as the entirety of the infrastructure is managed by Microsoft and the Microsoft support staff will also attempt to remediate some issues. Circle T can provide the triage between you and Microsoft to minimise resolution overhead.

Circle T provides clear SLAs and best efforts are provided outside the defined hours. Our goal is to keep you running, no matter the circumstances. As Microsoft run the infrastructure, high severity, business critical issues are most commonly a Microsoft responsibility, minimising the need for a traditional Infrastructure support requirement.

Clear processes for triage and resolution of issues will be provided to ensure the most efficient remediation path possible. Circle T will provide 3 tiers of escalation to Circle T staff, through to director level to provide an avenue to support in the most critical of issues.

Auxiliary services that are supported such as SharePoint on premise that are showing signs of instability/additions works should be prioritised for migration to Microsoft 365 to minimise business impact on a needs basis and by documented agreement.

# Agreement

## Support Hours

8am – 6pm Monday to Friday AEST.

## Service Request details

Service requests can be raised by the following channels.

|  |  |  |
| --- | --- | --- |
| Channel | Details | Notes |
| Email | [service@circlet.com.au](mailto:service@circlet.com.au) | Centralised email address automatically creating tickets |
| Phone | +61488849935 | Centralised Circle T phone number, choose the support option |
| Portal | https://dev.azure.com/circlet/ | A direct link to the service tickets will be provided on acceptance of agreement |

## Delivery Focal Point

The Delivery Focal point will be the primary contact responsible for the day-to-day service being provided. Circle T will advise if there are any changes to the primary contact person.

* Francis Sakala
  + Email: Francis.Sakala@circlet.com.au
  + Phone: +61488849935

## Account Executive

The nominated Account Executive will provide account management and manage the relationship.

* Hamish Toll
  + Email: Hamish.toll@circlet.com.au
  + Phone: +61430003374

## Assessment

Performance and this agreement will be assessed monthly. Should the agreement be terminated during the agreement period, 2 weeks’ notice will be provided by either party.

## Engagement Pack

An Engagement Pack consists of a pre-arranged number of 8-hour days, which is drawn down upon in 15-minute increments.

An engagement pack may include bespoke development or changes to components, design, architectural advice, content creation support and tailored change management. This allows you to utilise our services as required. Engagement packs are invoiced prior to commencement of works.

### Rates

[INSERT ENGAGEMENT PACK RATE CARD ]

\*Rates quoted AUD (ex GST)

### Renewals/top up

Each Engagement Pack is valid for 12 months at which time 50% of the remaining value rolls over, unless expended earlier. Additional engagement packs can be purchased as time is expended and required.

## Software Assurance

As part of the agreement you may wish to be provided with updates to your purchased software. Those updates include both feature enhancements and bug fix. Circle T proactively improves products and also remediates any issues that develop.

Software Assurance will see those updates made available and the Engagement Pack utilised to implement.

## Specific Inclusions

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Title | Description | Comments | Support Level | Estimated Hour per month |
| Intranet |  |  |  |  |
| Kasama for MS Teams |  | End to End for Kasama for MS Teams that has been service activated/accepted by Circle T. |  |  |
| Proactive monitoring |  |  |  |  |
| General admin advice and support |  |  |  |  |
| Circle T User Management Automation | Service for the provisioning (including support transition) and management of User Accounts | Full service support as auxiliary service for Microsoft 365 |  |  |
| Microsoft 365 |  | End to End Microsoft 365 for applications that have been service activated/accepted by Circle T. |  |  |
| Power Platform |  |  |  |  |
| Viva Engage |  |  |  |  |
| Policy Manager |  |  |  |  |
| Digital Asset Manager |  |  |  |  |
| Power Platform |  |  |  |  |
| Document Automation |  |  |  |  |
| AI |  |  |  |  |
| Microsoft Purview |  |  |  |  |

# 

# Milestones, Deliverables and Schedule

Start Date = {StartDate}, End Date = {EndDate}

Sprint duration= Entirety of the support duration

| Milestone | Sprint | Title | Description | Deliverable(s) | Acceptance Criteria | Effort (days) |
| --- | --- | --- | --- | --- | --- | --- |
|  | 0 | Support | Support service | Establish support processes  Validate support processes  Provide Support  Provide Reporting |  | 60 |
|  |  |  |  |  | Total | 60 |

## 

## Investment

All investment quoted in AUD.

|  |  |  |  |
| --- | --- | --- | --- |
| Title | Units | Rate | Cost Ex GST |
| Engagement Pack (days) | 60 | $0,000.00 | $0.00 |
| Software Assurance | 0 | $0,000.00 | $0.00 |
|  |  |  |  |
|  |  | **Sub Total** | **$0.00** |
|  |  | **GST** | **$0.00** |
|  |  | **Total** | **$0.00** |

## Terms

### Fee structure

All rates shall be quoted exclusive of GST.

Fees will be charged at acceptance of this agreement.

All claims shall be payable 14 days from date of invoice.

## Authorisation

|  |  |
| --- | --- |
| **SIGNED** for and on behalf of **Circle T Industries** by a duly authorised officer  Name of authorised representative signing:  Signature:  (Authorised Officer)  Date: | **SIGNED** for and on behalf of {Organisation}by a duly authorised officer  Name of authorised representative signing:  Signature:  (Authorised Officer)  Date: |

## 

# Agreement detail

### Service Levels

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Severity level | Description | Response time | Restoration Time | Notes |
| **1 - Critical** | * Whole organisation or Microsoft 365 application/service is affected – processing has stopped and cannot work. | 98% within 30 minutes | 98% within 4 hours | Resolution time agreed within 2 hours. If resolution time forecast for greater than 4 hours escalation is required.  Resolution activities progress without approval.  Expectation is a formal incident response would be executed following clients incident response processes.  Minimal 4 hours engagement pack expenditure |
| **2 - High** | * System-wide errors but business critical functions can continue but hindered. | 98% within1 hour | 98% within 1 day | Resolution time agreed within 1 hour. If resolution time forecast for greater than 8 hours escalation is required.  Resolution activities progress up to 4 hours without approval.  Minimal 3 hours engagement pack expenditure |
| **3 - Normal** | * Errors but business critical functions can continue but hindered. | 98% within 4 hours | 90% within 3 days | Resolution time agreed within 8 hours. If resolution time forecast for greater than 8 hours escalation is required.  Effort exceeding 1 hour to be agreed  Minimum 1 hour engagement pack expenditure |
| **4 - Low** | * Non-urgent work stoppages or error messages. | 8 hours | 100% within 5 days | Resolution time agreed within 1 day. If resolution time forecast for greater than 3 days then escalation is required.  Minimum 30 mins engagement pack expenditure |

* Duration units are SLA support period as per below section
* Duration are measured based on active support hours/business days
* SLA timer halts whilst waiting for approval/feedback

### Support Period

Circle T provide SLA specified support for the dark green periods below, general non SLA backed for the light green and best efforts with call tree escalation within Circle T for the pink time period.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| GMT/BST (UK) | 0:00 | 1:00 | 2:00 | 3:00 | 4:00 | 5:00 | 6:00 | 7:00 | 8:00 | 9:00 | 10:00 | 11:00 | 12:00 | 13:00 | 14:00 | 15:00 | 16:00 | 17:00 | 18:00 | 19:00 | 20:00 | 21:00 | 22:00 | 23:00 | 0:00 |
| AEST | 9:00 | 10:00 | 11:00 | 12:00 | 13:00 | 14:00 | 15:00 | 16:00 | 17:00 | 18:00 | 19:00 | 20:00 | 21:00 | 22:00 | 23:00 | 0 | 1:00 | 2:00 | 3:00 | 4:00 | 5:00 | 6:00 | 7:00 | 8:00 | 9:00 |
| PST (USA) | 16:00 | 17:00 | 18:00 | 19:00 | 20:00 | 21:00 | 22:00 | 23:00 | 0:00 | 1:00 | 2:00 | 3:00 | 4:00 | 5:00 | 6:00 | 7:00 | 8:00 | 9:00 | 10:00 | 11:00 | 12:00 | 13:00 | 14:00 | 15:00 | 16:00 |
| Support availability |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Support is provided based on the above on Victorian (Australia) business days.

### Tools

### Preparation of Change Requests (CAB Process)

The Supplier will prepare Change Requests and associated preparation and documentation for any changes to be moved to Production and provide representation at CAB. Follow the Change Management process.

# Microsoft Collaboration platforms support services

Your business is embarking on a transition to utilising Microsoft 365 at scale, you have capable technology staff, but they are occupied and will require significant training to learn the new skillsets to support your adoption of the tools and these tools are a moving target changing every week.

Your strategy is clear and the decision has been made to adopt Microsoft 365, but you are finding it difficult to fit into your operational model. Staffing and skills are unique, you don’t need a full time subject matter expert but when you do need operational support you need it to be capable, quick and agile like the Microsoft 365 product itself.

What Circle T are offering, outlined in this document is a proposal to provide “Administrator as a Service” a virtual staff member, who is, in fact a collection of specialists in Microsoft 365 Operations, automation, configuration and software engineering. Well versed in the idiosyncrasies of Microsoft 365’s product suite and its interactions and familiar with your business.

We are a seamless extension of your environment, driving efficiencies and ensuring Microsoft 365 is a commodity without concerns. We bring our combined decades of experience in enterprise systems and couple that with deep understanding of the Software as a Service model and evergreen environment to ensure value is maximised from your environment.

## Our Support Services

We are a professional unit able to respond in a timely fashion to application support requests. Our specialist support encompasses Microsoft 365 and the entire suite of associated packages. We are available to augment existing support teams by providing expert Microsoft 365, SharePoint Online, Microsoft Teams, Microsoft Groups, Yammer, Project Online, Power BI, Azure AD on site resources, processes and tooling. We support business services developed upon these services. In this way, we alleviate the need for in house specialists. We augment existing teams to provide the application specialist support for Microsoft collaboration environments. We evaluate, remediate, automate, roadmap and knowledge transfer to existing teams to minimise ongoing maintenance costs.

## Our Values & Differentiators

We are niche operation driven by simplicity and quality outcomes. We understand and offer an end to end Modern Digital Workplace right from the digital front door, through to data governance and Microsoft 365 as a service

We prize automation and intelligent support.

In good faith, we agree to responsibly manage, on your behalf, your Microsoft 365 administration and operations. Inclusive of all applications in scope.

## Support service

### Service Description

The following service tranches apply:

#### Monitoring and Triage

A fixed monthly retainer, inclusive of monitoring and proactive planning and communications for triage calls.

#### The Engagement Pack

A pool of hours. All work undertaken for you, both support and development is drawn down from this common pool of hours.

#### Minor Project

Typically tasks up to 5 days in length or that don’t fit logically the scope of your agreement but represent real value to your business. These tasks can be separately quoted or performed under an engagement pack.

#### Project

These are tasks that represent bodies of work significant enough to require a separate Statement of Work will be required to fully cost, plan and implement them. Usually over 5 days of development/engineering effort.

### Service Breakdown

|  |  |  |
| --- | --- | --- |
| **Service** | | **Service Description** |
| **Core Services** | Strategic Advice | Roadmap curation, executive/management presentations and points of view, gathering the Voice of the Customer. |
| Operations | Preventative maintenance, SharePoint security, site collection and site maintenance, term store Maintenance etc. |
| Application Support | Incident resolution, data fix, queue support |
| Training | Classroom sessions, online documents, videos and Webinars. |
| Business Analysis | Process and workflow design, data modelling, user interface design. |
| Minor Development | Web front end, automation scripting, user interface, Power BI, .NET. |
| Add-on Implementation | Analysis and development to implement existing add-ons. |
| **Minor Project** | | Work outside of Core Service per week quota. Prior approval required if forecast to exceed 5 days in a month or no project packs remain. Can draw down on engagement packs |
| **Project** | | Services in addition to the core. Typically for works greater than 3 weeks. |

### Interactions

#### We provide a unified approach to our channels to ensure an efficient and streamlined approach. All communications arrive at our support engine where we drive to the most efficient method for resolution and best answer.

\*CT – Circle T Front door

#### Level of support Matrix

In a traditional support function Circle T takes the place of the second level support function, accepting escalations from the customer’s own level two onsite staff or level one service desk personnel.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Support Level | L0 | L1 | L2 | L3 | L4 |
| Parties | End user | Internal help desk | Internal engineers  Circle T | Circle T | Microsoft |
| Detail | Best practice online help | Humans | Humans | Humans | Humans |
| Help.office.com |  | Q and A | Q and A | Knowledge base |
| Q and A |  | Knowledge base | Knowledge base |  |
| Help Centre |  |  |  |  |
| Chat Bot |  |  |  |  |
| Corporate Training Material |  |  |  |  |

As part of fulfilling this role it is intended that the client has no conflicting admins, this is not intended to disempower the client but ensure that all privileged accounts are following best practice procedures and rigor.

Clients will be able to elevate their login credentials to administrator as required utilising Privileged Identity Manager.

Integration into internal procedures will be provided.

### Run

Monitor, Support and improve.

## Onboarding you and your people

During our on-boarding process you will be requested to nominate approved persons who will be able to log cases. We will send each approved person a series of emails how to contact us, our service levels and other critical information about our services.

# 365 services

* Microsoft 365 applications break-fix and incident management
* Microsoft 365 applications system administration support (e.g. configuration for sites, lists, workflows)
* Microsoft 365 application problem management

## Scope

1. Digital Workplace Microsoft 365/SharePoint Online, Project Online, Power BI

Package is designed to ensure maximum return on investment from the Microsoft 365/collaboration platform.

* 1. Triage
  2. Onboarding/Offboarding support/automation
  3. Health monitoring and reporting
  4. Feature and technical change management
  5. User change management
  6. Automation
  7. Small initiative developments
  8. Device/SOE design and build support
  9. Workplace/AV/meeting room design and best practice support
  10. Governance and guidance
  11. Service evangelism
  12. Continuous improvement

1. Admin and Level 2 & L3 support
   1. Respond and support admin queries
   2. Admin & Development support
   3. Governance and Guidance
2. Level 4 support

a. Engage with Microsoft on your behalf to track and manage issues till resolution.

1. End user support
   1. Governance and Guidance
   2. Roadmap
2. Ad-hoc support

### Detailed support matrix

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Category | Support Level | Title | Description | In Scope |
| Microsoft 365 | 1, 2 | Break-fix | Resolve 1st and 2nd level incidents relating to M365.  Sign on Issues, sync issues, share link issues |  |
| Microsoft 365 | 1,2 | General service functions | Installing M365 apps on PC. (Sync client, Teams etc) |  |
| Microsoft 365 | 3 | Platform continuous improvement  Govern and enhance | Monitor and report on M365 roadmap changes.  Proactively report and advise on risks  Attend stakeholder Meetings  Drive continuous improvement |  |
| Microsoft 365 | 3 | Organisational wide collaborative service enhancements | Desktop application upgrades  Organisational wide M365 changes |  |
| Platform admin | 3 | Operational functions and 3rd level support | 3rd level support  Change security according to recommendations  Design and execute automation scripts  Administrative content functions  (OneDrive restore, yammer deletions etc) |  |
| SharePoint | 3 | Governance and Strategic initiatives | Design, implement and improve processes for; user access, site usage, content management, licensing and metrics |  |
| SharePoint | 2, 3 | Service management and administration | Create new sites  Configure and support existing sites  Migration  Respond to tickets  Monitor alerts and dashboards  Ownership of SharePoint service documents |  |
| SharePoint | 2,3 | Consulting and Minor work activities | Liaise with users to design and manage SharePoint solutions  End user training  Site template creation, branding and site creation automation |  |
| Microsoft 365 | 2,3 | Consulting | Liaison with Microsoft re L4 platform activities  Technical and product subject matter expertise to design and manage governance to enable supportability with new projects |  |
| Power BI | 2,3 | Consulting and work activities | Develop, create and publishing of Power BI reports |  |
| SharePoint | 3 | Intranet content support | Supporting the Intranet Manager and intranet publishers |  |
| Microsoft 365 | 3 | Consulting | Solution architecture |  |

# Support levels

## Incident urgency and priority matrix

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Impact** | | |
| **Urgency** | Low | Medium | High |
| Low | Normal | Normal | Normal |
| Medium | Normal | Low | High |
| High | Normal | High | Critical |

1. **Impact**: The degree of disruption to the service often measured by the number of people or systems affected. The hierarchical position of the user is also included in this variable except when a major incident is involved.

* **High**: whole organisation, site or multiple sites, business critical system or multiple groups of users affected
* **Medium**: Executive (when appropriate) and/or group of users affected
* **Low**: One user affected (no executive involved).

1. **Urgency***:* The extent to which resolution tolerates delay – how soon the incident needs to be resolved.

* **High**: Process stopped, user(s) cannot work, or time critical incident
* **Medium**: Process affected; user(s) cannot use certain functions
* **Low**: Process not affected; there is an easily implemented workaround.

## Explicit Exclusions

### Areas which are Microsoft’s responsibility to support – L4 support

* We will interface with Microsoft on your behalf to log support calls for all engineering tasks that require their intervention. However:
  + We accept no responsibility, nor suffer any penalty for the resolution of these calls

### Level One or End User Support

* The service does not support end users or attend to “Level One” requests.
  + Clients will be charged for the triage back of level one support requests at.
  + In good faith, our responsibility is intended to begin at the application level, or admin console. If an issue can be solved without the utilisation of a privileged account, then it is considered a Level One support request.
  + We will feedback to our client’s primary contact metrics showing any L1 calls being triaged back so that internal training can be undertaken to ensure a smooth escalation procedure is undertaken.

# Communications and reporting

## Hours of support

* As defined in Agreement
* Support/assistance outside business hours (e.g. evenings, weekends, and public holidays) is available upon request and negotiation
* Out of hours support requests are processed the next business day unless a pre-arranged agreement is in place.
* Public Holidays are determined based on Victoria, Australia

## Incident resolution investment

All effort to resolve incidents are drawn down on the Engagement Pack in increments of 30 minutes.

## Escalation and responsibility

* L0 – User self help
* L1 - Internal management and handling
* L2 - Circle T augmenting internal staff may be assisting Client staff to diagnose and support these issues. As authorised by the technical contact.
* L 3 – Default position. Application support whereby queue items are delegated to Circle T via the Circle T support channels or incidents via triage
* L 4 - Circle T escalate to Microsoft support where appropriate and own the resolution process.

## Transparency and reports

The following is provided:

* Hours being logged each month
* Resolution times
* Commentary on activities and resolution details
* Achievements
* Number and severity/nature of logged incidents/requests
* Categories of logged jobs, and response and resolution times;
* Used and remaining support for specific period (e.g. x days of ad hoc support remaining for the year).

We also provide;

* Quarterly support meetings between stakeholders and support key contact/account manager.

## Method of communications

Communication channels;

* Phone
  + Centralised support number
  + Direct to on call engineers
* Email
  + Centralised support email
  + Task initiated and routed to relevant engineer

## Service requests

To raise a Request for Service, use the Circle T service email address, phone number or portal. All service requests are logged, triaged, managed and resolved within Microsoft DevOps.

**Logging Support Calls**

Unless otherwise agreed and specified, Circle T will provide remote support to the Customer as per the Service Level Agreement of the Customer placing a Request for Support. Any request for support that does not have sufficient information to determine a higher priority will be considered to be ‘Minor’. Please note that public holidays are classified as being outside of working hours.

# Additional Engagement Packs

## Additional days to an existing engagement

Additional days can be purchased and added to an existing Engagement Pack.

Please note that additional days are invoiced up front and that upon renewal of the Engagement Pack only the original Engagement Pack contracted number of days will be renewed, the ad-hoc days added afterwards for the previous contract will not be included within the 12-month renewal.

## Renewals

Engagement Packs are automatically renewed unless the customer provides Circle T Industries notice to terminate. Renewal invoices are generated 1 month prior to the expiry of the Engagement Pack Term for the renewal of the Engagement Pack under the same terms.

### Renewal Benefits

Should you renew their ‘Engagement Pack’ for an additional year you will be able to carry over 50% of time they have remaining at the end of the previous term of support.

# Schedule 1 – General Terms and conditions

### Recitals

The following terms and conditions (**Terms**) apply to the supply of Services and Deliverables under this Statement of Work.

### Definitions

**Acceptance** means the written acceptance of a Service or Deliverable by Customer which, at the discretion of Customer or Circle T, may have been subject to Acceptance Testing. In the case of Services being delivered on a time and materials basis, such written acceptance may be in the form of time sheet approval.

**Acceptance Testing** means any tests undertaken by the Customer or by Circle T at the request of the Customer to demonstrate to Customer’s reasonable satisfaction whether a Service or Deliverable is complete.

**Applicable Laws** means all federal, state and local laws and regulations and all codes of conduct and industry standards relevant to the Services and Deliverables.

**Circle T Intellectual Property** means Intellectual Property that is owned by, or licensed to, Circle T prior to the commencement of these Terms, or developed by Circle T independently of these Terms.

**Commencement Date** means the date of execution of this SoW.

**Confidential Information** in relation to a Discloser means all information relating to the products, services, business or affairs of the Discloser which is disclosed to the Recipient and includes but is not limited to the existence and Terms of this SoW, Intellectual Property, plans, inventions, discoveries, formulae, processes, designs, specifications, software, object code, drawings, prototypes, products, samples, improvements, developments, medical methodologies, applications, engineering and manufacturing and marketing data, customer names, trademarks, trade names and trade secrets, whether or not the same are or may be patents, registered or otherwise publicly protected, as well as any commercial, financial or technical information. Confidential Information does not however include information or material which**:**

1. is now or becomes generally available to the public other than through a breach of this SoW; or
2. was known to the Recipient on a non-confidential basis prior to the disclosure pursuant to this SoW; or
3. becomes available to the Recipient on a non-confidential basis from a Person other than the other party to this SoW; or
4. the Recipient is required by law to disclose; or
5. the Discloser agrees in writing that it can be disclosed to a third party without restriction.

**Customer Intellectual Property** means Intellectual Property that is owned by, or licensed to, Customer prior to the commencement of these Terms.

**Customer** means the company stated on the first page of this SoW, to whom the Services are being Delivered.

**Defect** means during any specified hypercare period any fault, failure, degradation, deficiency or error in a Deliverable or any non-conformance of a Deliverable with any acceptance criteria described within this SoW, or that provision of Service does not comply with or fulfil the requirements of its description within this SoW.

**Deliverable**: means a task to be completed or item, Service or deliverable to be provided to Customer by Customer under this SoW.

**Developed Intellectual Property** means any Intellectual Property created in all Services and Deliverables provided by Circle T in connection with or as a result of the Services described in this SoW.

**Discloser** means a party whose business or affairs are the subject matter of the Confidential Information.

**Intellectual Property** means any intellectual and industrial property rights, including trade marks, copyright (including future copyright), inventions, patents, designs, circuits and other eligible layouts, database rights, and other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation dated 14 July 1967.

**Person** includes any natural person, corporation or body of persons whether or corporate or not.

**Personal Information** means information or an opinion, whether true or not, about an identified or reasonably identifiable individual, contact details of any Person, and the tax file number (as defined in Part VA of the *Income Tax Assessment Act 1936* (Cth)) of any Person, in each case, which is collected, accessed or generated by Circle T, any of its subcontractors, or any of their respective officers, employees or agents as a consequence of or in the performance of the Services and Deliverables.

**Privacy Law** means the *Privacy Act 1988 (Cth)*, including the Australian Privacy Principles set out in the Privacy Act; and any other privacy related statute, regulation, standard, by-law, ordinance, subordinate legislation, industry code of conduct or government order, decree or other instrument which Circle T is required to comply with, or which Customer or any of its related companies are required to comply with as notified by Customer to Circle T from time to time.

**Recipient** means the party which receives, possesses or is given access to Confidential Information from the Discloser.

**Services** means the services performed or to be performed by Circle T for Customer under or in connection with this SoW.

**Source Code**means source code and object code versions of the software and associated material reasonably required for a programmer to understand how the software operates.

**Statement of Work** or **SoW** means this statement of work in its entirety including all its schedules, annexures, appendices, and these Terms.

### Term and termination

1. This SoW and these Terms commence upon execution of this SoW and, subject to provisions of these Terms that, by their nature, survive termination and will continue to apply beyond the expiry or termination of this SoW, continue until the earlier of completion of Services or Deliverables, or termination in accordance with this clause.
2. Customer or Circle T may terminate this SoW for convenience at any time with 30 calendar days written notice.
3. Expiry or termination of these Terms does not affect any rights of Customer or Circle T which arose prior to the time of such expiry or termination.

### Circle T general responsibilities

Circle T must:

1. comply with, and must ensure the Services and Deliverables comply with, all Applicable Laws, Customer’s reasonable directions, and the other requirements of these Terms notwithstanding any input, approval, Acceptance, consultation or direction by Customer or its representatives;
2. not cause Customer to breach any Applicable Laws;
3. immediately notify Customer on becoming aware of any actual or impending deficiency in or delay in the provision of the Services and Deliverables (including where caused by Customer or any third party) and use its best efforts to minimise the effect of any delay;
4. possess (and, on request, provide reasonable evidence of) all relevant approvals, authorisations, permits and licences required to perform its obligations under these Terms;
5. ensure that the Services, the Deliverables and the performance of the Circle T’s obligations under these Terms do not adversely impact Customer or Customer’s computer systems and do not result in any loss, corruption or reduction in the accessibility or useability of any Customer data; and
6. ensure that Circle T’s personnel and all third parties engaged by Circle T in connection with the Services and Deliverables comply with Circle T’s obligations under these Terms.

### Representations and warranties

Circle T represents and warrants, at the time of entering in these Terms and on an ongoing basis, that:

1. all Services will be performed in a professional manner by duly qualified and experienced personnel;
2. the Services and Deliverables will be fit for the purposes for which the Services and Deliverables are to be used by Customer; and
3. the provision of the Services and Deliverables by Circle T and receipt of the Services and Deliverables by Customer (including use of the Services and Deliverables) will not infringe the Intellectual Property of any third party.

### Indemnity

Circle T will indemnify Customer, and Customer will indemnify Circle T, from and against all losses, liabilities, judgments, amounts agreed upon in settlement, costs, expenses (including legal fees) and damages that Customer or Circle T may suffer or incur that arise out of, are in connection with or result from:

1. a breach of these Terms;
2. negligent acts or omissions or wilful misconduct of either parties’ employees, officers, agents, authorised representatives or subcontractors; and
3. bodily injury (including death) or damage to property caused by, arising out of, connected with or resulting from the Services and Deliverables or the acts, or omissions of either parties’ employees, officers, agents, authorised representatives, subcontractors, whether such act or omission to act be negligent or not, and whether or not such act or omission to act be within or without the scope of employment.

### Insurance

Circle T will maintain the following insurance cover:

1. for the provision of all Services and Deliverables, public liability insurance;
2. for the provision of all goods, product liability insurance; and
3. for the provision of all Services, professional indemnity insurance.

Upon the request of Customer, Circle T will provide evidence of such insurance.

### Confidentiality, privacy and Intellectual Property

1. All Confidential Information disclosed by either party must be held in confidence by the Recipient who will not directly or indirectly disclose nor permit the disclosure of any such Confidential Information whether verbally or in writing to any Person other than in accordance with the Terms of this SoW or as required at law and all such Confidential Information will at all times remain the exclusive property of the Discloser. The Recipient agrees to return all Confidential Information to the Discloser immediately following termination or expiration of this SoW.
2. Circle T and Customer shall comply with: the Privacy Act 1988 (Cth) as amended from time to time (Privacy Act); the Australian Privacy Principles (as current) in the Privacy Act; the Do Not Call Register Act 2006 (Cth); the Spam Act 2003 (Cth); and any other requirement (to the extent applicable to either party) under law or industry code relating to privacy, data protection, surveillance, security, direct marketing or the handling of Personal Information.
3. Circle T must use any Personal Information obtained in the course of this engagement only for the proper performance of this SoW and must promptly comply with all reasonable directions of Customer (including any direction to cease using, destroy or de-identify any and all Personal Information or to do anything reasonably required by Customer to assist Customer or any of its related companies to comply with their obligations under the Privacy Laws). Circle T must notify Customer if it receives a privacy related complaint or any breach or alleged breach of the Privacy Law of which it becomes aware, in connection with the Deliverables provided under this engagement. In the event of a data breach, or suspected data breach, then to the extent permitted by law the Customer may on written notice to Circle T: (a) assume control of any assessment, remedial action, preparation of a statement and/or notification processes required under the Privacy Law in respect of that eligible data breach; and require Circle T not to undertake such assessment, remedial action, preparation of a statement and/or notification and to instead rely on the steps taken by Customer in connection with those actions in accordance with the relevant provisions in the Privacy Law.
4. The unencumbered ownership of all Developed Intellectual Property vests in Customer on creation. Circle T assigns the unencumbered legal and beneficial ownership of all Developed Intellectual Property to Customer, and grants to Customer a perpetual, irrevocable, transferable, fully paid up, royalty free world‑wide licence to exercise and sub‑license the Developed Intellectual Property.
5. In the event Accepted Services or Deliverables contain Circle T Intellectual Property, the Circle T grants Customer a non-exclusive, assignable, royalty free, perpetual and irrevocable licence to use the Circle T's Intellectual Property.

The confidentiality, privacy and Intellectual Property obligations of this SoW will survive any termination or expiry of this SoW and continue in perpetuity.

### Source Code

Customer acknowledges that no Source Code will be provided during or as a result of this SoW.

### Non-exclusivity

Circle T agrees that nothing in these Terms prevents Customer from entering into any arrangement with a third party supplier for the provision of any services or deliverables whether similar in nature to the Services and Deliverables or otherwise.

### Variation

Either party may request a change to this SoW or its Terms, which will be reviewed by the other party. Where both parties agree the change will be implemented and this SoW or its Terms amended accordingly.

### Governing law

The Terms will be governed by, interpreted and enforced in accordance with, the laws of the State of Victoria in Australia.