BRADDON IT

# MASTER SERVICES AGREEMENT

Technical ownership. Accountable delivery.

| | |
|---|---|
| **PROVIDER** | Braddon Pty Ltd (ABN 77 645 898 264) trading as Braddon IT |
| **VERSION** | 1.4 |
| **EFFECTIVE DATE** | 30 October 2026 |
| **STATUS** | Commercial framework for scoped projects and authorised Ad Hoc Services |

**This Agreement can govern Services supplied under a Statement of Work, accepted Quote or authorised Ad Hoc Service Request.**

# Agreement overview

This Agreement establishes the legal and commercial framework for professional technology services delivered by Braddon IT. Services may be delivered as a defined project or recurring engagement under a Statement of Work or accepted Quote, or as authorised Ad Hoc Services billed on a time-and-materials basis.

It is designed for infrastructure engineering, Microsoft cloud, networking, automation, integration and related project or advisory work. No obligation to supply a particular Service arises until an Engagement is formed in accordance with clause 1 and the applicable Engagement Terms are accepted or authorised.

# Document map

| Clauses | Subject |
|---|---|
| 1-3 | Parties, definitions and how scoped or ad hoc Services are engaged |
| 4-8 | Delivery standard, responsibilities, governance, changes and acceptance |
| 9-14 | Fees, third-party services, security, privacy and intellectual property |
| 15-21 | Warranties, liability, termination, exit and dispute resolution |
| 22-29 | Tax, scheduling, sites, equipment, licensing, recovery and production change |
| 30-35 | Integrations, handover, recurring services, records, compliance and general terms |

**Important**

This is a commercial contract form. The Engagement Terms should be checked for project-specific security, data residency, regulated-sector, service-level, software escrow, insurance, liability or other requirements before work is accepted or authorised.

# 1 Parties and agreement

**1.1** This Master Services Agreement is between Braddon Pty Ltd (ABN 77 645 898 264), trading as Braddon IT (Braddon IT), and the person or organisation that accepts this Agreement or requests or authorises Services after being provided with a copy of or link to it (Customer).

**1.2** This Agreement begins on the earliest of: the Customer accepting it in writing or by an agreed electronic method; the Customer accepting a Statement of Work or Quote that incorporates it; or, after being provided with a copy of or link to it, the Customer requesting or authorising Services that Braddon IT accepts or begins to perform.

**1.3** Services may be supplied under a Statement of Work or accepted Quote, or in response to an Ad Hoc Service Request. A Statement of Work is not required for Ad Hoc Services.

**1.4** Each Engagement is separate under this Agreement. The parties are independent contractors. Nothing creates a partnership, joint venture, agency, fiduciary relationship or employment relationship.

# 2 Definitions and interpretation

**2.1** Ad Hoc Service Request means a written or electronically recorded request or authorisation for Services that are not governed by an accepted Statement of Work. Agreement means this Master Services Agreement together with the Engagement Terms for each Engagement. Authorised Representative means a person the Customer nominates or permits to request, approve or direct Services on its behalf. Business Day means a day other than a Saturday, Sunday or public holiday in Victoria. Change Order means a written change to scope, assumptions, timing, fees or responsibilities accepted by both parties. Deliverables means work product expressly identified as a deliverable in the Engagement Terms. Engagement means the supply of Services under a Statement of Work, accepted Quote or Ad Hoc Service Request. Engagement Terms means the applicable Statement of Work, accepted Quote, Ad Hoc Service Request, Change Order and agreed rate schedule. Services means the professional, project, advisory, integration, infrastructure, cloud, security or related services described in the Engagement Terms or otherwise requested or authorised by the Customer under this Agreement. Statement of Work or SOW means an accepted document that defines a project or recurring service in more detail.

**2.2** If documents conflict, the following order applies: an accepted Change Order; the relevant Statement of Work or accepted Quote; an Ad Hoc Service Request; an agreed rate schedule; and this Agreement. A more specific document prevails only for the affected Engagement and only to the extent of the inconsistency.

**2.3** Headings assist navigation and do not affect interpretation. Includes and including are not limiting. A reference to law includes amendments and replacements.

# 3 How Services are engaged

**3.1** A project or recurring service may be documented in a Statement of Work or accepted Quote. That document should identify the objectives, scope, Deliverables, exclusions, assumptions, dependencies, Customer responsibilities, timing, acceptance criteria, fees, expenses and any service-specific terms.

**3.2** An Authorised Representative may request Ad Hoc Services by email, service ticket, purchase order or another recorded electronic instruction. Braddon IT may accept the request by confirming it or by beginning the requested work.

**3.3** An Ad Hoc Service Request does not require a Statement of Work. The request, this Agreement and any agreed rate schedule form the Engagement Terms. Scope is limited to the requested task and work reasonably necessary to perform it, together with any additional work the Customer approves.

**3.4** For urgent work, Braddon IT may act on a verbal request from a person it reasonably believes is an Authorised Representative. Braddon IT will record or confirm the request electronically as soon as reasonably practicable and will limit work before confirmation to what is reasonably necessary in the circumstances.

**3.5** Ad Hoc Services are charged on a time-and-materials basis at the rates stated in the request, an agreed rate schedule, or rates notified to the Customer before the work begins. An estimate is not a fixed price or fee cap unless Braddon IT expressly confirms that in writing.

**3.6** Braddon IT will maintain reasonable records of time and chargeable materials for Ad Hoc Services and will invoice them in arrears after the work or at the invoicing frequency notified to the Customer.

**3.7** A purchase order is administrative only. Additional or inconsistent purchase-order terms do not amend this Agreement unless Braddon IT accepts them in a signed Change Order.

# 4 Service standard and personnel

**4.1** Braddon IT will perform the Services with due care and skill, using appropriately experienced personnel, and in material accordance with the applicable Engagement Terms and law.

**4.2** Braddon IT remains responsible for the Services performed by approved subcontractors. It may use subcontractors where reasonably required, provided this does not materially reduce the agreed service standard and applicable confidentiality, privacy and security obligations are flowed down.

**4.3** Named personnel are subject to availability. If a substitution is necessary, Braddon IT will use a person with reasonably comparable capability and will notify the Customer where the substitution is material.

# 5 Customer responsibilities

**5.1** The Customer will provide timely access to authorised personnel, systems, sites, information, decisions, credentials, facilities and third-party suppliers reasonably required for the Services. The Customer warrants that it is authorised to provide that access and information.

**5.2** The Customer will nominate at least one Authorised Representative, maintain current backups unless backup activity is expressly in scope, obtain required licences and consents, and provide safe site access and suitable change windows.

**5.3** Braddon IT may rely on information supplied by the Customer or its advisers unless it is clearly incomplete or incorrect. If a Customer dependency is delayed or inaccurate, milestones and fees may be adjusted through the change-control process to reflect the demonstrated impact.

# 6 Delivery governance and dependencies

**6.1** Each party will identify decisions, risks and dependencies relevant to delivery. Braddon IT will notify the Customer of material delivery risks it identifies and will propose a practical response where the risk is within the engagement scope.

**6.2** Dates are estimates unless the Engagement Terms state that a date is fixed. A party is not responsible for delay caused by the other party, an unavailability of a third-party service, or an event outside its reasonable control, but must take reasonable steps to minimise the impact.

**6.3** Where production changes are involved, the parties will agree reasonable prerequisites, validation steps, communications, change windows and recovery arrangements proportionate to the work.

# 7 Changes to scope

**7.1** Either party may request a change. Braddon IT will describe any material impact on scope, timing, assumptions, fees, risk or Customer responsibilities before the change is implemented.

**7.2** A change is effective only when accepted by authorised representatives of both parties. Braddon IT is not required to begin changed work before acceptance.

**7.3** Urgent work required to protect systems, data or service continuity may proceed on written Customer authority, with the commercial impact documented as soon as reasonably practicable.

# 8 Acceptance

**8.1** Where the Engagement Terms contain acceptance criteria, the Customer will assess the Deliverable against those criteria within five Business Days after notice that it is ready for acceptance, or within another stated period.

**8.2** If a Deliverable does not materially meet the criteria, the Customer must identify the unmet criterion and provide reasonable supporting detail. Braddon IT will correct the non-conformity and resubmit the Deliverable. This process repeats until the criteria are met or the parties agree another resolution.

**8.3** Silence alone does not constitute acceptance. Productive use of a Deliverable may be evidence of acceptance where that use is inconsistent with testing and the Deliverable materially meets the agreed criteria. Minor defects that do not prevent the agreed business use will be recorded and corrected within a reasonable period.

**8.4** Where Ad Hoc Services do not include a separately identified Deliverable or acceptance criteria, the Services are complete when the requested task has been performed or the authorised time or budget has been used. The Customer must notify Braddon IT of a material service issue within a reasonable time after discovery.

# 9 Fees, expenses and payment

**9.1** Fees and the charging basis are stated in the Engagement Terms, including clause 3 for Ad Hoc Services. Unless stated otherwise, fees exclude GST and approved out-of-pocket expenses. Braddon IT may invoice by milestone, monthly in arrears, after Ad Hoc Services are performed, or as otherwise agreed.

**9.2** Invoices are due 14 days from issue. The Customer must notify Braddon IT of a genuine invoice dispute within seven days, identify the disputed amount and reasons, and pay the undisputed amount when due. The parties will work promptly to resolve the dispute.

**9.3** Braddon IT may charge reasonable interest on overdue undisputed amounts at the Reserve Bank of Australia cash rate plus 4% per annum, calculated daily. After giving at least five Business Days written notice, Braddon IT may suspend affected Services while a material undisputed amount remains overdue. It will consider foreseeable security and continuity impacts before suspension.

**9.4** Deposits, prepaid time, hardware, software and non-cancellable third-party commitments may be invoiced in advance where stated in the Engagement Terms.

**9.5** Braddon IT may review its standard rates periodically. Any proposed change to a rate applying to an ongoing Engagement will be notified to the Customer in writing at least 30 days before the proposed effective date. A changed rate applies only if accepted by the Customer or if the applicable Engagement Terms expressly permit the adjustment. Rates for an existing fixed-price Engagement remain unchanged unless the parties otherwise agree in writing.

# 10 Third-party products and services

**10.1** Third-party hardware, software, cloud services, telecommunications and licences are supplied subject to the relevant vendor terms. Braddon IT will identify material third-party dependencies known when the Engagement is accepted or when they become relevant to Ad Hoc Services.

**10.2** Vendor pricing, availability, functionality and terms are outside Braddon IT's control. Braddon IT will not pass through a material price increase, substitute a material product or create a new commitment without Customer approval, except where the Engagement Terms contain an agreed adjustment mechanism.

**10.3** If the Customer does not approve a necessary third-party change, the parties will adjust the affected scope or may terminate the affected component without liability other than completed work and unavoidable third-party commitments already authorised.

**10.4** To the extent permitted by law, vendor warranties are the warranties applicable to third-party products. Braddon IT will reasonably assist the Customer to pursue a valid vendor warranty claim, with chargeable assistance agreed in advance.

# 11 Access, security and incidents

**11.1** Each party will maintain reasonable administrative, physical and technical safeguards for systems and information under its control, having regard to the nature of the engagement and the risk of harm.

**11.2** Braddon IT will use Customer access only to perform the Services, limit access to authorised personnel, use reasonable credential and access controls, and remove access when it is no longer required. The Customer remains responsible for its broader security governance and for controls not expressly included in the Engagement Terms.

**11.3** Each party will notify the other without undue delay after becoming aware of a security incident that materially affects the other party's systems or information in connection with the Services. The parties will cooperate on containment, investigation, evidence preservation, communications and legally required notifications. Costs will be allocated having regard to responsibility for the incident and the agreed scope.

# 12 Privacy and Customer data

**12.1** Customer data remains the Customer's property. Braddon IT may access, use, copy and disclose Customer data only as reasonably necessary to perform the Services, comply with law, protect legitimate security interests, or as the Customer directs.

**12.2** Each party will comply with privacy laws that apply to it, including the Privacy Act 1988 (Cth) and the Australian Privacy Principles where applicable. The Customer is responsible for ensuring it has a lawful basis and any required notices or consents for Customer data supplied for the Services.

**12.3** Braddon IT will not sell Customer data. It will return or securely delete Customer data in its control at the end of the engagement when reasonably requested, subject to legal retention requirements, routine backup cycles and reasonable recovery costs.

**12.4** If an Engagement requires materially different data-processing, residency or regulated-sector controls, the parties will document them in the Engagement Terms or a data-processing schedule.

# 13 Confidentiality

**13.1** Confidential Information means non-public commercial, technical, security, financial or personal information disclosed in connection with the Agreement and information that a reasonable person would understand to be confidential.

**13.2** The receiving party will use Confidential Information only for the Agreement, protect it with reasonable care, and disclose it only to personnel and advisers who need it and are bound by confidentiality obligations. It may disclose information where required by law after giving notice where lawful and practicable.

**13.3** Confidentiality does not apply to information independently developed without use of the other party's information, lawfully received without restriction, already known without restriction, or public through no breach. These obligations continue for five years after disclosure, and indefinitely for trade secrets, credentials and personal information while they remain confidential.

# 14 Intellectual property

**14.1** Each party retains ownership of intellectual property it owned or developed independently of the engagement, including Braddon IT's methods, templates, scripts, libraries, tools, know-how and reusable components (Background IP). The Customer retains ownership of Customer data, materials and trademarks.

**14.2** On payment of the applicable fees, the Customer owns bespoke Deliverables expressly identified in the Engagement Terms as Customer-owned. Braddon IT assigns to the Customer the intellectual property rights it owns in those Deliverables, excluding Background IP and third-party materials.

**14.3** Where Background IP is embedded in a Deliverable, Braddon IT grants the Customer a perpetual, worldwide, non-exclusive, royalty-free licence to use, execute, reproduce, maintain and modify that Background IP as part of the Deliverable for the Customer's internal business purposes. The licence is transferable with the relevant business or asset and may be used by the Customer's service providers on its behalf.

**14.4** Unless the Engagement Terms expressly provide otherwise, documentation, configurations and implementation artefacts created specifically for the Customer are licensed on the same basis. Braddon IT may use general skills, ideas and know-how retained in unaided memory, provided it does not disclose Customer Confidential Information.

# 15 Warranties and legal rights

**15.1** Each party warrants that it has authority to enter into the Agreement. Braddon IT warrants that the Services will be performed with due care and skill and materially in accordance with the Engagement Terms.

**15.2** The Customer must notify Braddon IT of a material service defect within a reasonable time after discovery. Where Braddon IT is responsible, it will reperform or correct the affected Services within a reasonable period at no additional professional-services charge.

**15.3** Nothing in the Agreement excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law. Where the law permits liability for a failure to comply with a non-excludable guarantee to be limited, Braddon IT's liability is limited, at its option, to resupplying the Services or paying the reasonable cost of having the Services supplied again.

# 16 Liability

**16.1** To the maximum extent permitted by law, neither party is liable to the other for indirect or consequential loss, loss of profit, loss of revenue, loss of opportunity, or loss of anticipated savings, except to the extent such loss forms part of a third-party claim covered by an indemnity in this Agreement.

**16.2** Subject to the exclusions below, each party's aggregate liability arising from an Engagement is limited to the fees paid or payable for the affected Engagement during the 12 months before the event giving rise to liability, or the total fees for that Engagement if its term is shorter. If a loss cannot reasonably be attributed to one Engagement, the cap is the fees paid or payable for Services during that 12-month period.

**16.3** The cap and excluded-loss provisions do not apply to liability that cannot legally be limited, death or personal injury caused by negligence, fraud or wilful misconduct, infringement indemnities, breach of confidentiality or privacy obligations, or the Customer's obligation to pay valid fees and authorised third-party commitments.

**16.4** Each party must take reasonable steps to mitigate its loss. Liability will be reduced to the extent the loss was caused or contributed to by the other party or its personnel.

# 17 Indemnities

**17.1** Braddon IT indemnifies the Customer against a third-party claim that a bespoke Deliverable created by Braddon IT infringes Australian intellectual property rights, except to the extent the claim arises from Customer materials, unauthorised modification, combination not contemplated by the Engagement Terms, continued use after notice of an available replacement, or a third-party product.

**17.2** The Customer indemnifies Braddon IT against a third-party claim arising from Customer data or materials supplied for the Services, the Customer's unlawful instructions, or use of a Deliverable outside the Agreement.

**17.3** An indemnified party must promptly notify the indemnifying party, allow it reasonable control of the defence and settlement, and provide reasonable assistance. No settlement may admit fault or impose a non-monetary obligation on the indemnified party without its consent.

# 18 Insurance

**18.1** Each party will maintain any insurance required by law and any additional insurance expressly stated in the Engagement Terms. On reasonable request, Braddon IT will provide details and evidence of currency for insurance it then holds. If the Engagement Terms require additional cover or limits, obtaining that cover may be a condition to commencing the affected Services.

# 19 Term, suspension and termination

**19.1** This Agreement continues until terminated. A Statement of Work or recurring Engagement begins and ends as stated in the Engagement Terms. An Ad Hoc Engagement ends when the requested Services are complete or cancelled. There is no automatic renewal unless the Engagement Terms clearly state the renewal period, notice process and applicable fees.

**19.2** Either party may terminate this Agreement on 30 days written notice. Termination prevents new Engagements after the effective termination date but does not by itself terminate an active Statement of Work, recurring Engagement or accepted Ad Hoc Service Request.

**19.3** Either party may terminate an Engagement for material breach if the breach is not remedied within 10 Business Days after detailed written notice, or immediately if the breach cannot be remedied. A party may terminate immediately for insolvency, fraud, unlawful conduct, or a material security threat that cannot reasonably be managed by suspension.

**19.4** The Customer may terminate a Statement of Work or recurring Engagement for convenience on 30 days written notice. It may cancel an Ad Hoc Service Request at any time before completion. In each case, the Customer must pay for Services performed, reasonable demobilisation and authorised non-cancellable third-party commitments. Braddon IT may terminate an ongoing or recurring Engagement for convenience on 30 days notice and will provide reasonable transition cooperation.

**19.5** A suspension must be limited to what is reasonably necessary and lifted promptly when the cause is resolved.

# 20 Exit assistance

**20.1** On completion, expiry or termination of an Engagement, each party will return the other's property and Confidential Information as reasonably requested. Subject to payment of undisputed amounts, Braddon IT will provide completed Customer documentation, credentials held on the Customer's behalf and Customer-owned Deliverables then available.

**20.2** Reasonable transition assistance beyond ordinary handover is chargeable at agreed rates. Braddon IT will not withhold Customer data or Customer-owned credentials as security for payment, but may withhold unpaid Deliverables to the extent permitted by law and the Engagement Terms.

# 21 Dispute resolution

**21.1** A party raising a dispute must give written notice describing the issue and the outcome sought. The parties' authorised representatives will meet within five Business Days and attempt to resolve it in good faith.

**21.2** If unresolved after 10 Business Days, a senior representative of each party will meet. If still unresolved after a further 10 Business Days, either party may propose mediation through the Resolution Institute in Victoria before commencing court proceedings.

**21.3** Nothing prevents urgent interlocutory or injunctive relief, debt recovery for an undisputed amount, or action required to preserve a legal right. The parties will continue unaffected obligations while a dispute is being resolved.

# 22 GST and taxes

**22.1** Unless the Engagement Terms state otherwise, amounts under the Agreement exclude GST. If a taxable supply is made, the recipient must pay the applicable GST at the same time as the consideration, subject to receiving a valid tax invoice.

**22.2** If an adjustment event occurs, the supplier will issue an adjustment note and the parties will make the corresponding adjustment. Each party is responsible for taxes imposed on its own income, personnel and business operations.

**22.3** If law requires the Customer to withhold an amount from a payment, the Customer must remit that amount as required and provide evidence of remittance. The parties will cooperate in good faith to apply any available exemption or reduced rate.

# 23 Scheduling, resourcing and cancellation

**23.1** Braddon IT schedules personnel and specialist resources based on the agreed delivery plan. The Customer will provide reasonable notice of any requested change to a confirmed workshop, site attendance, migration event or production change window.

**23.2** If the Customer postpones or cancels confirmed work with fewer than five Business Days notice, Braddon IT may charge for reasonable, demonstrable costs and committed time that cannot be redeployed. Any cancellation charge will not exceed the fees that would have applied to the cancelled work.

**23.3** Where a delay is caused by a Customer dependency, Braddon IT may reallocate personnel and provide a revised delivery date. It will use reasonable efforts to minimise disruption, but cannot guarantee the original resources will remain available.

**23.4** Travel outside the location or allowance stated in the Engagement Terms requires prior approval. Approved travel time, accommodation and transport are charged only on the basis stated in the Engagement Terms.

**23.5** Neither party is required to work outside agreed business hours unless the Engagement Terms include after-hours work or the parties approve an urgent change. After-hours rates must be stated or agreed before the work begins, except where immediate action is authorised to contain an active incident.

# 24 Sites, facilities and work health and safety

**24.1** The Customer will provide safe and lawful access to its sites and facilities, including any inductions, escorts, permits, lifting assistance, rack access, power isolation or other controls reasonably required for the work.

**24.2** Each party will comply with applicable work health and safety laws and site rules. Braddon IT may stop or refuse site work where it reasonably considers conditions unsafe, unlawful or outside the agreed method of work.

**24.3** The Customer must identify known site hazards, hazardous materials, restricted areas and operational constraints before work begins. A delay caused by an undisclosed site condition may be managed as a Change Order.

**24.4** Braddon IT is responsible for the supervision and conduct of its personnel. The Customer remains responsible for the operation of its premises and for coordinating other contractors whose activities affect the Services.

# 25 Hardware and equipment procurement

**25.1** Where Braddon IT procures hardware or equipment, the Engagement Terms will identify the products, quantities, price basis, estimated lead times, delivery location and any configuration or installation Services.

**25.2** Product availability and delivery dates depend on distributors, manufacturers and carriers. Braddon IT will communicate material changes it becomes aware of and will not substitute a materially different product without Customer approval.

**25.3** Special-order, configured, licensed or opened products may be non-returnable. Returns are subject to vendor approval, restocking fees, freight and the condition of the products. Braddon IT will disclose known return restrictions before an order is placed where reasonably practicable.

**25.4** The Customer must inspect delivered products within five Business Days and notify Braddon IT of visible damage, short delivery or an incorrect item. Latent defects remain subject to applicable vendor warranties and rights that cannot be excluded by law.

**25.5** Unless installation is in scope, the Customer is responsible for storage, environmental conditions, power, cabling and physical security after delivery. Braddon IT is not responsible for damage caused by improper storage, unauthorised modification or use outside manufacturer specifications.

# 26 Title, risk and personal property securities

**26.1** Risk in hardware passes to the Customer on delivery to the agreed location or collection by the Customer or its carrier. Title passes when Braddon IT receives payment in full for that hardware, subject to rights that cannot be excluded by law.

**26.2** Until title passes, the Customer must keep unpaid hardware identifiable, in good condition and adequately insured, and must not sell, grant a security interest over or dispose of it other than in the ordinary course of business.

**26.3** The Customer acknowledges that retention of title may create a security interest under the Personal Property Securities Act 2009 (Cth). It consents to Braddon IT registering and maintaining that interest where reasonably necessary and will provide information reasonably required for registration.

**26.4** To the extent permitted by law, the Customer waives the right to receive notices that may be waived under the Personal Property Securities Act. Braddon IT will discharge a registration when the secured obligations have been satisfied.

**26.5** Nothing in this clause permits Braddon IT to access premises or recover equipment without lawful authority. The parties will first seek a practical resolution that protects operational continuity.

# 27 Software, cloud services and licensing

**27.1** The Customer is responsible for holding sufficient licences and subscriptions for its use of software and cloud services, except where the Engagement Terms expressly state that Braddon IT will supply them.

**27.2** Vendor terms, acceptable-use policies, support policies, data locations, service levels, lifecycle decisions and product functionality apply independently of this Agreement. The Customer must review and accept vendor terms required for its accounts.

**27.3** Braddon IT may configure or administer a vendor account on the Customer's behalf but does not own the Customer tenant, subscription or data. Wherever the vendor permits, the Customer should remain the account owner and billing contact and must nominate authorised administrators.

**27.4** A vendor may change, suspend or discontinue a product. Braddon IT will notify the Customer of a material change it becomes aware of where the change affects an active Engagement. Any migration, redesign or remediation outside scope requires Customer approval under clause 7.

**27.5** Open-source components may be used where appropriate. They remain subject to their applicable licences. Braddon IT will identify material open-source components incorporated into a bespoke Deliverable where attribution or distribution obligations apply.

**27.6** The Customer must not request Braddon IT to bypass licensing controls, use unlicensed software, misrepresent entitlement or act contrary to vendor terms. Braddon IT may suspend the affected activity while the issue is resolved.

# 28 Customer environments, backups and recovery

**28.1** Unless expressly included in the Engagement Terms, the Customer remains responsible for the availability, capacity, monitoring, maintenance, backup and recovery of its environments and data.

**28.2** Before a material production change, the Customer must confirm that current, restorable backups or another agreed recovery method are available. If Braddon IT is engaged to create or validate a backup, its responsibility is limited to the tasks and acceptance criteria stated in the Engagement Terms.

**28.3** A backup is not treated as validated solely because a job reports success. Recovery testing, retention, offsite copies, immutability, encryption and recovery objectives are separate controls and must be expressly included where required.

**28.4** Braddon IT may recommend that work be deferred if recovery arrangements are inadequate for the proposed change. If the Customer instructs Braddon IT to proceed despite a documented risk, the instruction must be given by an authorised representative and does not relieve Braddon IT from using due care and skill.

**28.5** Following an agreed rollback or recovery event, the parties will record the cause, actions taken and any further work required. Remediation outside the original scope will be managed through change control, except to the extent caused by Braddon IT's breach.

# 29 Production changes and technical uncertainty

**29.1** Technology projects may involve systems with incomplete documentation, latent defects, unsupported components, undocumented dependencies or behaviour that cannot reasonably be confirmed before implementation. Braddon IT will identify known material uncertainty and use proportionate discovery and testing.

**29.2** The parties will agree who may authorise production changes. Braddon IT may rely on an approval given by the Customer's nominated representative unless it has reason to believe the approval is unauthorised or mistaken.

**29.3** Material production changes should have defined prerequisites, implementation steps, validation, communications, decision points and a recovery approach. The level of documentation will be proportionate to risk and the engagement scope.

**29.4** Braddon IT may pause a change if an unexpected condition materially increases risk. The parties will decide whether to continue, roll back, investigate or revise the scope. Time spent responding to a pre-existing or third-party condition is chargeable where it is outside scope.

**29.5** No technology solution can eliminate all operational or security risk. Braddon IT does not warrant uninterrupted operation, absolute security or compatibility with undisclosed systems, but this does not reduce its obligation to perform the Services with due care and skill.

# 30 Automation, integrations and source code

**30.1** For an automation or integration Engagement, the Engagement Terms should identify source and target systems, interfaces, authentication method, data fields, transformation rules, volumes, error handling, logging, support boundaries and acceptance tests.

**30.2** The Customer is responsible for the accuracy, legality and business meaning of its data and for obtaining rights to access source and target systems. Braddon IT is responsible for implementing the agreed technical logic and controls.

**30.3** Where bespoke source code is a Customer-owned Deliverable under clause 14, Braddon IT will provide the current source code, deployment instructions and material configuration information at acceptance or another milestone stated in the Engagement Terms. Credentials and secrets will be transferred through an agreed secure method and will not be embedded in source code where reasonably avoidable.

**30.4** Reusable connectors, frameworks, libraries, deployment patterns and utilities remain Background IP unless the Engagement Terms expressly state otherwise. The Customer receives the licence described in clause 14 where they are embedded in a Deliverable.

**30.5** APIs and vendor platforms may change after delivery. Unless an ongoing support service is included, adaptation to a later API, authentication, schema, rate-limit or vendor change is new work.

**30.6** The Customer must complete business validation of automated outputs before relying on them for payroll, billing, regulatory reporting, financial decisions or other material processes. Any required reconciliation or human approval control should be stated in the Engagement Terms.

# 31 Documentation and handover

**31.1** Braddon IT will provide the documentation expressly identified in the Engagement Terms. Documentation may include architecture decisions, configuration records, implementation notes, operating procedures, asset details, source code or administrator handover materials.

**31.2** Documentation reflects the environment at the time it is prepared. The Customer is responsible for maintaining it after changes made by the Customer, another supplier or a vendor service.

**31.3** Handover may include a review session or knowledge transfer where stated in the Engagement Terms. Recording a session requires the consent of participants and remains subject to confidentiality obligations.

**31.4** The Customer must store credentials, recovery keys, certificates and other sensitive handover material securely. Braddon IT is not required to retain a copy after confirmed transfer unless retention is part of an ongoing service.

**31.5** If the Customer requests documentation not included in the Engagement Terms, the parties will agree the scope, format, assumptions and fees before it is prepared.

# 32 Recurring and managed services

**32.1** This clause applies only where an SOW expressly describes a recurring, managed, monitoring, administration or support service. Project Services do not become managed services merely because Braddon IT provides post-project assistance.

**32.2** The SOW must identify the service hours, included activities, request channels, response targets, exclusions, service dependencies, usage allowances, reporting and fees. A response target is not a resolution guarantee unless expressly stated.

**32.3** Service levels apply only during the stated service hours and exclude scheduled maintenance, force majeure, Customer-caused incidents, unsupported systems, vendor outages and matters outside Braddon IT's control, unless the SOW states otherwise.

**32.4** The Customer must maintain the minimum technical, licensing and access requirements stated in the SOW. If those requirements are not maintained, Braddon IT will notify the Customer and the parties will agree remediation or an appropriate service adjustment.

**32.5** A recurring SOW renews only if it clearly states the renewal period, notice process and fee adjustment mechanism. Braddon IT will give the notice stated in the SOW before a renewal or material fee change takes effect.

**32.6** Included hours or allowances expire at the end of the period unless the SOW expressly allows carry-over. Work beyond an allowance requires Customer approval or is charged under a pre-agreed excess-work mechanism.

# 33 Records, verification and publicity

**33.1** Braddon IT will maintain reasonable records supporting time-based fees, approved expenses and material project decisions. The Customer may request a reasonable explanation of an invoice or milestone status.

**33.2** If the parties cannot resolve a genuine dispute about time-based fees, the Customer may, no more than once in a 12-month period, have an independent accountant inspect relevant billing records on a confidential basis. The inspection must avoid disclosure of information about other customers and is at the Customer's cost unless an overcharge of more than 5% is found.

**33.3** Neither party may use the other's name, logo, trade mark, testimonial or project details in public marketing without prior written consent. Consent may be limited or withdrawn for future use on reasonable notice.

**33.4** Braddon IT may describe its capabilities in general terms and use de-identified, aggregated experience, provided the description does not identify the Customer or disclose Customer Confidential Information.

# 34 Compliance with law

**34.1** Each party will comply with laws that apply to its performance of the Agreement. Braddon IT is not responsible for determining the Customer's industry-specific legal or regulatory obligations unless that advice is expressly included and Braddon IT has agreed to provide it.

**34.2** The Customer must not direct Braddon IT to perform an unlawful act or to conceal, destroy or alter records contrary to law. Braddon IT may refuse the affected instruction and will explain the basis where legally permitted.

**34.3** Each party will maintain reasonable measures to prevent bribery, corruption, modern slavery and sanctions violations in connection with the Agreement where those laws apply to it.

**34.4** If a change in law materially affects an Engagement, the parties will cooperate on a compliant change. The resulting adjustment to scope, timing and fees will be documented through change control.

# 35 General

**35.1** Neither party is liable for failure caused by an event beyond its reasonable control, excluding lack of funds. The affected party must notify the other, minimise the impact and resume performance promptly. If the event materially prevents an Engagement for more than 30 days, either party may terminate the affected part on written notice.

**35.2** Neither party may assign the Agreement without the other's consent, not to be unreasonably withheld, except to a related body corporate or as part of a genuine sale or restructure of substantially all relevant business assets, provided the assignee can perform the obligations.

**35.3** Notices must be in writing and sent to the contact stated in the Engagement Terms or subsequently notified. Email is received when the sender receives no delivery failure, if sent before 5 pm on a Business Day, otherwise on the next Business Day.

**35.4** A waiver must be in writing. A failure or delay to exercise a right is not a waiver. Rights and remedies are cumulative unless the Agreement expressly states otherwise.

**35.5** If part of the Agreement is unenforceable, it is read down or severed to the minimum extent necessary. Clauses intended to survive termination do so, including payment, confidentiality, privacy, intellectual property, liability, indemnities, exit and dispute provisions.

**35.6** The Agreement is the entire agreement about its subject matter and replaces earlier discussions and representations about that subject matter. It may be amended only in writing by authorised representatives. Counterparts and electronic signatures are permitted.

**35.7** A provision must not be interpreted against a party merely because that party proposed or drafted it. The parties acknowledge they have had the opportunity to obtain independent advice before accepting this Agreement or an Engagement.

**35.8** The Agreement is governed by the laws of Victoria and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of courts in Victoria.

# Statement of Work checklist

Each SOW should address the following items. An item may be marked not applicable where appropriate.

- ☐ Customer legal name, ABN and authorised representative
- ☐ Business objective and current-state context
- ☐ In-scope Services and Deliverables
- ☐ Out-of-scope items and explicit exclusions
- ☐ Technical assumptions and dependencies
- ☐ Customer responsibilities and required access
- ☐ Delivery plan, milestones and change windows
- ☐ Acceptance criteria and acceptance period
- ☐ Security, privacy, data residency and regulated-data requirements
- ☐ Third-party products, licences and vendor terms
- ☐ Hardware delivery, title, risk and return conditions
- ☐ Backup validation, rollback and recovery responsibilities
- ☐ Source-code ownership, repositories and credential handover
- ☐ Recurring-service hours, targets, exclusions and renewal terms if applicable
- ☐ Fees, payment schedule and approved expenses
- ☐ Project-specific liability cap or insurance requirements
- ☐ Handover, documentation and transition requirements
- ☐ SOW term, renewal arrangements if any, and termination commitments

# Security and data schedule

Complete this schedule where Braddon IT will access privileged systems, process personal information, or deliver work within a regulated or security-sensitive environment. Requirements agreed in the Engagement Terms take priority for that Engagement.

- ☐ Information and systems in scope, including data classification and business criticality
- ☐ Applicable privacy, industry, contractual and data-residency requirements
- ☐ Authorised users, privileged roles, approval owners and access-review frequency
- ☐ Authentication, multifactor authentication, conditional access and credential-storage requirements
- ☐ Permitted support locations, remote-access methods and restrictions on overseas access
- ☐ Encryption requirements for data in transit, at rest and in backup copies
- ☐ Logging, monitoring, log-retention and alert-escalation responsibilities
- ☐ Vulnerability, patching, endpoint protection and configuration-baseline responsibilities
- ☐ Backup scope, retention, immutability, recovery objectives and recovery-testing requirements
- ☐ Security-incident contacts, reporting timeframes, evidence preservation and communication authority
- ☐ Notifiable Data Breach assessment and notification responsibilities where applicable
- ☐ Approved vendors, subprocessors, cloud regions and third-party security dependencies
- ☐ Data retention, return, secure deletion and confirmation requirements at exit
- ☐ Penetration testing, security review or assurance evidence required before acceptance

# Recurring service schedule

Complete this schedule only where an SOW includes recurring, managed, monitoring, administration or support Services. Project Services do not create an ongoing support obligation unless this schedule is completed or the SOW states equivalent terms.

- ☐ Service description, covered systems, sites, users and supported versions
- ☐ Service hours, time zone, public-holiday treatment and after-hours arrangements
- ☐ Authorised request channels, contacts and identity-verification process
- ☐ Priority definitions, response targets and any resolution or restoration objectives
- ☐ Monitoring scope, alert sources, triage responsibilities and escalation paths
- ☐ Included administration, maintenance, reporting and service-review activities
- ☐ Explicit exclusions, project work boundaries and unsupported technologies
- ☐ Customer prerequisites, minimum environment standards and required vendor support
- ☐ Included hours, consumption allowances, excess-work approval and charging method
- ☐ Scheduled maintenance windows, emergency maintenance and change approvals
- ☐ Service dependencies and exclusions for vendor, carrier or Customer-caused incidents
- ☐ Monthly or quarterly reporting, service-review attendees and decision owners
- ☐ Initial term, renewal period, renewal notice and fee-adjustment mechanism
- ☐ Exit notice, transition assistance, documentation and credential handover

**Contact**

sales@braddonit.com | braddonit.com