



GCloud Services Terms and Conditions

Between

Somerford Associates Limited

AND

XXXXXXX (Client)

Dated xx/xx/xx

Introduction

This time and materials Services Agreement ("Agreement") is between Somerford Associates ("Somerford") and xxxxxxxxxxxxxxxx ("Customer"). This Agreement defines the scope of the services ("Services") that Somerford Associates will provide to the Customer.

Project Summary

To be completed for each project

Project Conditions

- Services are performed on a "time and materials" basis. The cost set out in this Agreement is a "not to exceed" amount. Should any items require additional time to complete then an additional Agreement will be agreed by both parties.
- The Customer will provide remote access via WebEx, MS Teams or another comparable remote access solution to the Somerford Engineer in order to facilitate the delivery of offsite Services and/or troubleshooting as required.
- Every effort has been made to account for whether a particular service will be delivered offsite or onsite. However, in certain circumstances, services previously designated as "onsite" may be performed remotely (offsite) and in such case no credit for the difference in the fees associated with these different "day types" will be provided to the Customer.
- If after six months from the date of the Effective Date there remain unused/undelivered days of services, the Customer will contact Somerford Associates to discuss scheduling services for those days. Unless otherwise agreed in writing, any unused and unscheduled days of services will expire one year from the date of the signing of this SOW, at which point Somerford Associates will be under no obligation to perform any additional services under this SOW. No credit/refund of unused service days will be provided.

Requirements

Please itemise each requirement, providing a name and description for each individual work item.

Work Item Name	Work Item Description

Contacts

	Name	Email	Phone
Somerford Commercial			
Somerford Technical			
Client Management			
Client Technical			

Client Responsibilities

The work will be performed under the scope as defined in this Agreement. The Agreement is subject to the following assumptions:

The client

- will provide access to equipment and personnel (including technical resources) necessary to complete the project. These resources will be provided when they are needed in order to avoid project delays.
- will appoint a single point of contact for the duration of the project. This person will have project management responsibilities, be technically astute and familiar with change request processes as well as have the authority to expedite if necessary.
- must provide Somerford a one (1) week notice for any cancellation or change of scheduled services or they will be charged for the originally scheduled time and any applicable travel change fees.
- will provide Somerford with access to the required servers and software to complete the Agreement requirements.
- will provide the Somerford consultant(s) with either access to the Internet or access to a computer with access to the Internet as required.
- prior to the testing phase, the Customer is responsible for producing the necessary testing scenarios.
- will either provide Somerford with a client contact that has the proper administrative access to all applications and servers and will have the ability to reboot servers as necessary within twenty-four (24) hours of request or will provide Somerford with this capability.
- will ensure all systems meet the minimum system requirements.
- will ensure all systems and applications that are part of the SOW must be on supported platforms.

Amendment to the Scope

During the performance of the engagement, certain issues may arise that effectively prevent the completion of the work outlined in this Agreement within the planned time frame, such as, but not limited to, hardware or network failures or outages in the Client's environment, problems with the Client's in-house or third-party software, or the unavailability of key Client personnel. If this situation occurs, the designated Somerford Consultant will work with the Client to identify and document the scope change, its impact on the project approach, timing, fees, resources, and the quality of project results. Somerford will document this and any change in scope must be agreed to in writing prior to Somerford reengaging on the project and will require the signature of both

Somerford and the Client. Any other problems, disputes or issues arising during this engagement should be communicated as soon as possible after identification to the designated Somerford Consultant for resolution.

Fees

Somerford professional services rates are as per the G-Cloud 15 price list. All prices are quoted exclusive of VAT

Payment

Invoices are to be paid within 30 days from the invoice date.

Duration

Somerford estimates that the Agreement will require the following number of professional services days to complete.

Quote

x days of professional services * £x's

Data Processing

Subject Matter of Processing

Personal and Commercially sensitive Data relating to [ADD DETAILS] which Somerford may process in carrying out its legitimate business interests and obligations under this SoW.

Duration of Processing

For the later of Somerford's fulfilment of its obligations to the Customer or termination of this SoW.

Nature of Processing

Collection, and such organisation, adaptation, storage, retrieval, consultation, use, disclosure, making available, restriction, erasure and destruction as is necessary for the fulfilment of this SoW.

Purpose

Carrying out Somerford's legitimate business interests and obligations to the Customer pursuant to this SoW.

Data Subject Types

Customer employees, economic and financial documents, system logs or data provided in confidence by customers for the fulfilment of this SoW.



Offer Description

Cisco XDR

This Offer Description is part of the [General Terms](#) or similar terms existing between You and Cisco (e.g., the End User License Agreement) (the “**Agreement**”). Capitalized terms, unless defined in this document, have the meaning in the Agreement. Any references to the Supplemental End User License Agreement or SEULA mean Offer Description.

1. Summary

This Offer Description applies to Cisco XDR (a Cloud Service) and any Cisco Offer that references this Offer Description (collectively, the “**Cisco Offer**”).

2. Support and Other Services

- 2.1 **Support.** Your purchase of the Cisco Offer includes Enhanced Support. Premium Support is an optional add-on. Cisco will provide You with support for the Cisco Offer as described here: <https://www.cisco.com/c/en/us/products/se/2019/8/Services/cx-cisco-software-support-for-security-data-sheet.html>.
- 2.2 **XDR Premier.** If you have purchased an XDR Premier license, Cisco will provide You with the services described in the [Cisco XDR Premier Services Service Description](#).
- 2.3 **Other Services.** An XDR subscription includes the right to access and use Cisco Security Provisioning and Administration. Cisco Security Provisioning and Administration provides You a unified experience in deploying and managing Your subscription. Cisco Security Provisioning and Administration is used as a single sign-on (SSO) across products and operates as the native Identity Provider (IdP) or delegated IdP across selected Cisco products.

3. Performance Standards

Service Level Objective. The [Cisco XDR Service Level Objective](#) applies to the Cisco Offer.

4. Data Handling

The [Disclosure Documents](#) for Cisco XDR provide information about data handling practices, security controls, and other features specific to this Cisco Offer.

5. Special Terms

- 5.1 **Disclaimer.** Cisco does not represent or warrant that the Cisco Offer will guarantee absolute security due to the continual development of new techniques for intruding upon and attacking files, networks and endpoints. Cisco does not represent or warrant that the Cisco Offer will protect all your files, network, or endpoints from all malware, viruses or third-party malicious attacks. Cisco does not make any representations or warranties regarding any third-party system or service to which a product integrates or to any ongoing integration support. Integrations made accessible to you that are not a generally available product included on your order are provided on an “AS IS” basis. XDR automate enables customers to program automated workflows. Customers are responsible for ensuring that workflows are programmed carefully, in accordance with the technical documentation supplied by cisco and with consideration for how that workflow might operate under potential differing circumstances. Cisco recommends all workflows be tested in a non-production environment prior to implementation in production.
- 5.2 **Subscription Start Date; Claim Code.** When Your order for Cisco XDR is received and accepted by Cisco, You will receive a subscription claim code via email. The claim code enables You to (i) set up your subscription in Security Cloud Control, and (ii) commencing on the requested start date (RSD) in the order, provision and access the Cisco Offer. Your subscription will commence on the RSD whether You elect to provision Cloud Service(s) on the RSD or delay provisioning of one or more of the Cloud Services.