



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.

BLUEVOYANT STANDARD TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL SERVICES PROVIDED BY BLUEVOYANT TO CLIENT PURSUANT TO THE PROPOSAL TO WHICH THEY ARE REFERENCED. BLUEVOYANT'S ACCEPTANCE OF ANY CLIENT PURCHASE ORDER IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THESE TERMS & CONDITIONS. NO TERMS OR CONDITIONS SET FORTH IN CLIENT'S PURCHASE ORDER OR IN ANY FUTURE CORRESPONDENCE BETWEEN CLIENT AND BLUEVOYANT (IN EACH CASE, TO WHICH NOTICE OF OBJECTION IS HEREBY GIVEN) WILL ALTER OR SUPPLEMENT THESE TERMS AND CONDITIONS UNLESS BOTH PARTIES HAVE AGREED IN WRITING TO MODIFY THESE TERMS AND CONDITIONS. BLUEVOYANT'S COMMENCEMENT OF PERFORMANCE WILL NOT BE DEEMED OR CONSTRUED AS ACCEPTANCE OF CLIENT'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS.

1. Interpretation

Whenever the words below appear in these terms and conditions, they shall have the following meanings:

1.1. **Agreement** means the Order, together with these Terms and Conditions.

1.2. **BlueVoyant, our, we, or us** in these general terms means the BlueVoyant entity referenced in the Order.

1.3. **BlueVoyant External Service Provider** or, in the plural **BlueVoyant External Service Providers** means any agent, consultant, expert, sub-contractor or other service provider of any kind who is engaged by BlueVoyant for the purposes of the Engagement and is not a BlueVoyant Person.

1.4. **BlueVoyant Person** or, in the plural, **BlueVoyant Persons**, means any existing or future officer or employee of BlueVoyant.

1.5. **Client** or **you** means the entity named as the addressee in the Order to which these Terms and Conditions are referenced.

1.6. **Client Information** means any information, data, documentation or other materials in your possession, custody or under your control which we expressly state to be required by us or which can be reasonably considered to be required by us or be relevant to our performance of the Services.

1.7. **Engagement** means the engagement of

BlueVoyant by the Client for the provision of Services pursuant to the Agreement or any variation thereto agreed between the parties.

1.8. **Engagement Term** means the time period between the date an Order is fully executed and termination of the underlying Engagement.

1.9. **Intellectual Property Rights** means patents, trademarks, design rights, (whether registrable or otherwise), applications for any of these, copyrights, database rights, trade or business names and any other similar rights or obligations whether registrable or not in any country.

1.10. **Order** means a proposal, quote, order form, or purchase order in which these Terms and Conditions are referenced.

1.11. **Services** means the services provided or to be provided by BlueVoyant pursuant to the Service Descriptions.

1.12. **Service Descriptions** means the service descriptions or statements of work referenced in the Order.

2. Our Services

2.1. We will carry out the Services as set out in the Service Descriptions.

2.2. We shall use reasonable care and skill in the provision of the Services.

2.3. We shall not be responsible for any failure to advise or comment on any matter which falls

outside the scope of the Order and will have no responsibility to you to update any advice, report or other documentary material we produce as part of the Services to take account of events or changes of circumstances which take place after the advice, report or other documentary material is provided to you.

2.4. Any statement of opinion, expectation or forecast made by us does not amount to a warranty, determination or prediction of future events. The Services specifically do not include legal advice.

2.5. We reserve the right to decide the methodologies to be employed and which BlueVoyant Persons are to be used for the provision of the Services. We may in our discretion sub-contract some of the Services to BlueVoyant External Service Providers but, in the event we do so, we will have entered written agreements with them covering anti-corruption, confidentiality and data protections issues.

3. Client Assistance and Information

3.1. You will promptly provide us with all Client Information reasonably required to enable us to provide the Services, and ensure that all material disclosed to us which contains personal data is disclosed in compliance with applicable statutory and/or regulatory requirements and that all necessary consents have been obtained by you to enable us to use such material for the performance of the Services.

3.2. You will promptly provide us with access to personnel under your control whom we expressly state to be required by us or whom can be reasonably considered to be required to enable us to perform the Services.

4. Intellectual Property Rights, Ownership and Use of Materials

4.1. The Intellectual Property Rights in all materials provided, or otherwise generated during the course of carrying out the Engagement (including but not limited to methodology, software, know-how, working papers, reports,

emails, letters, meeting notes, and machine learning output), shall remain the property of BlueVoyant.

4.2. You agree to keep confidential any know-how, methodologies or technology used by us to carry out the Engagement.

5. Confidentiality and Data Privacy

5.1. We will keep confidential all Client Information we receive as well as reports and other material produced by us pursuant to the Engagement unless:

5.1.1. you instruct or authorize us to disclose such information or documents; or

5.1.2. we are obliged to disclose such information or documents by law or in order to comply with any requirement of a regulatory body or any other governmental agency, authority or other body or court of competent jurisdiction, in which case we will comply with clause 6.1 below.

5.2. You agree to keep confidential all information relating to our business and affairs (including the terms of the Agreement) that we provide to you in connection with our Engagement or otherwise and not to reproduce or distribute any report, letter, document or other material produced by us pursuant to or in connection with the Engagement and provided to you (in whatever form) unless:

5.2.1. we authorize you in writing to disclose such information; or

5.2.2. you are obliged to disclose such information by law or in order to comply with any requirement of a regulatory body or any other governmental agency, authority or other body or court of competent jurisdiction, in which case you will comply with Clause 6.2 below.

5.3. BlueVoyant will employ reasonable security measures to protect personal information in accordance with accepted industry standards (including ISO 27001, and the National Institute of Standards and Technology (NIST) Cybersecurity

Framework).

5.4. You agree to allow BlueVoyant to identify you as a customer of the Services on its website and in other sales and marketing materials.

6. Requests and Orders for information and Disclosure

6.1. If we and/or any BlueVoyant Person and/or any BlueVoyant External Service Provider receive a request or a witness summons, subpoena or similar compulsory process or other request from a third-party, including a regulatory body or any other governmental agency, authority or other body or court of competent jurisdiction for disclosure of any information or materials relating to the Engagement or Services (including Client Information), we will notify you as soon as practicably possible after we become aware of the same, unless we are prevented by law from so doing, and afford you an opportunity to contest such third-party actions.

6.2. If you receive a request or a witness summons, subpoena or similar compulsory process or other request from a third-party, including a regulatory body or any other governmental agency, authority or other body or court of competent jurisdiction for disclosure of any information or materials relating to the Engagement or Services, you will promptly notify us unless you are prevented by law from so doing and afford us an opportunity to contest such third-party actions.

6.3. You agree that nothing herein shall prevent or prohibit us or any BlueVoyant Person or any BlueVoyant External Service Provider from complying with any order of a body or court of competent jurisdiction, or a government or other official acting within his actual or apparent authority, for the production of documents or the provision of information.

7. Indemnity

7.1. BlueVoyant agrees at its sole cost and expense to indemnify Client (and its directors, officers, affiliates, agents, representatives, and

employees) against all claims, damages, liabilities, losses, judgments, settlements and costs (including reasonable attorneys' fees, costs, and disbursements) arising out of or relating to this Agreement brought by third parties: (i) alleging BlueVoyant's gross negligence or willful misconduct; or (ii) alleging that services provided by BlueVoyant to Client in statements of work infringe or misappropriate any copyright or trademark of any third party.

7.2. The above duties to indemnify are contingent on Client notifying BlueVoyant without delay of any such claim allowing BlueVoyant to control the defense and settlement of any such claim and reasonably and reasonably cooperating with BlueVoyant in connection with the foregoing.

8. Exemption and Limitation of Liability

8.1. You agree that any conditions, warranties and other terms implied by statute or common law, which would or might subsist in your favor, are excluded from this Agreement to the fullest extent permitted by law.

8.2. Neither we, nor any BlueVoyant External Service Provider, shall be responsible for any delay in the performance of the Services where such delay is beyond our control (including, but not limited to your failure to provide, in a timely manner, any information required for the purposes of the Engagement).

8.3. Neither we, nor any BlueVoyant External Service Provider, shall be liable to you for any loss or damage suffered by you of any kind whatsoever arising from or in connection with the acts or omissions of any third-party, including but not limited to circumstances in which we have relied on information provided or published by third parties for the purposes of the provision the Services and such information is subsequently discovered by us to be inaccurate.

8.4. Neither BlueVoyant nor any BlueVoyant External Service Provider will be liable under any negligence, tort, strict or professional liability, contract or other legal or equitable theory for any claims, liabilities, losses or expenses relating to the

Engagement or the services contemplated thereunder for: (a) an aggregate amount in excess of the fees actually paid by Client to BlueVoyant pursuant to this Agreement, except to the extent such liability is determined by a court of competent jurisdiction in a final, non-appealable judgment to have resulted from BlueVoyant's gross negligence, fraud, or willful misconduct; (b) consequential, special, indirect, punitive or exemplary losses, damages or expenses, including without limitation damages for loss of data, loss of business profits, business interruption, costs of procurement of substitute goods, services, technology or rights, or other pecuniary loss; or (c) any matter beyond its reasonable control; in each case, even if BlueVoyant has been advised of the possibility of such damages

8.5. You agree that no claim under or in connection with this Agreement and/or the Services shall be brought against us, any BlueVoyant Person, any of our group companies, any successor or assignee, or any BlueVoyant External Service Provider after the expiration of two (2) years from the date on which your cause of actions accrues.

9. Fees and Expenses

Details of our fees in respect of the Services together with any expenses, or details of how they will be agreed with you from time to time, are set out in the Order.

10. Payment

10.1. You agree to pay our fees, expenses and disbursements without any deduction whether by way of set off, counterclaim or otherwise, together with any taxes thereon, if applicable, as set out in the Order and these Terms and Conditions of Business.

10.2. If you fail to make any payment due under this Agreement by the due date for payment, then a late charge of one and one-half percent (1½%) per month (18% per annum) may be assessed on any invoice remaining unpaid for more than forty-five (45) days after receipt.

10.3. Any disagreement with or inquiries in relation to our invoices should be notified to us in writing within 21 days from the invoice date, after which time our invoices will be deemed to be agreed.

10.4. We reserve the right to suspend work and to retain all Client Information provided to us until all sums due to us are paid.

11. Reliance and Third-Party Rights

11.1. All information, reports, letters or other documents issued or supplied by us are provided solely for the use and benefit of you and only for the purpose of the Engagement for which they were obtained or prepared. They must not be used or relied on for any other purpose or disclosed by you, in whole or in part, to any other person without our prior written consent, to which we may attach conditions. No responsibility is accepted for any reliance placed on them, other than for the purpose for which they were prepared.

11.2. Neither our advice nor any of the Services performed pursuant to the Engagement are intended, either expressly or by implication, to confer any benefit on any third-party and the liability of BlueVoyant and any BlueVoyant External Service Provider to any third-party is expressly disclaimed.

12. Termination

12.1. We may suspend the provision of Services where we consider that we have reasonable grounds to do so including but not limited to, failure by you to settle invoices in full on the due date, criminal conduct on your part, or persistent failure by you to provide documents, information, assistance or instructions requested.

12.2. In the event of early termination of an Engagement (a) by us for breach by you of any fundamental term of this Agreement, or (b) by you for convenience, we will be entitled to full payment of our fees through the end of the Engagement Term, including expenses, disbursements and taxes, to the date of termination together with all costs, penalties and other expenses incurred by us

arising out of or in connection with such early termination.

12.3. Expiration or termination of this Engagement, howsoever caused, shall be without prejudice to the rights, duties and liabilities of either party accrued prior to termination.

12.4. Any clauses of this Agreement which expressly or by implication survive termination or expiration shall continue in full force and effect.

13. Waiver

No failure or delay by us to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14. Assignment

Neither party may assign the benefit or delegate the burden of this Agreement without the prior written consent of the other party, save that (a) BlueVoyant reserves the right to engage, where it considers it to be necessary, BlueVoyant External Service Providers to assist with the performance of the Services, and (b) BlueVoyant may assign its rights and/or obligations under these Standard Terms and/or any Order, in whole or in part, to any of its affiliates or to any entity: (i) that acquires all or substantially all of BlueVoyant's and/or any of its affiliate's assets; or (ii) that is otherwise a successor in interest to BlueVoyant and/or any of its affiliates (including in connection with any insolvency event), and Customer hereby consents to any such assignment or, if BlueVoyant elects, instead, to transfer its rights and obligations by way of novation, Client shall enter into any novation agreement required to give effect to such novation. Neither party may hold this Agreement on trust for any other person.

15. Full and Entire Agreement

15.1. The Agreement and any agreed written variations thereto, contains all the terms and

conditions which we have agreed with you in relation to the Engagement and supersedes all prior representations, agreements (including any tender documentation or information) negotiations or understandings, whether oral or in writing.

15.2. You agree and accept that no statement, promise or representation not repeated in the Agreement has induced or encouraged you to retain us.

15.3. In the event of a conflict between these Terms and Conditions and an Order or a Service Description, these Terms and Conditions shall control.

16. Severability

If any part of the Agreement, including these Terms and Conditions, is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed and shall be ineffective but without affecting any other provision of this Agreement which shall remain in full force and effect.

17. Settlement and Mediation

17.1. If any dispute arises in connection with the Engagement, directors and/or other senior representatives of the parties with authority to settle the dispute will, within 30 days of a written request from one party to the other, meet in a good faith attempt to resolve the dispute.

19.2. If the dispute is not resolved at that meeting or the meeting does not take place within the prescribed time, the parties will attempt to settle the dispute by mediation and shall seek to agree to a mediator and timetable for mediation within 60 days of the written request for a meeting.

19.3. Provided that the right to initiate proceedings is not prejudiced by a delay, no party may commence any court proceedings until either the mediation has terminated or the parties have failed to agree to a mediator and timetable within the prescribed time.

18. Governing Law and Jurisdiction

18.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with New York law.

[END OF STANDARD TERMS AND CONDITIONS OF
BLUEVOYANT]