



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 ThousandEyes

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 a Supplemental End User License Agreement or SEULA mean Offer Description.

1. Summary

This Offer Description applies to Cisco ThousandEyes (a Cloud Service), as described more fully in the [ThousandEyes Documentation](#) (the “**Documentation**”), and any Cisco Offers that reference this Offer Description (collectively, the “**Cisco Offer**”). The Cisco Offer is a network intelligence platform, which is provided to You as a Cloud Service with optional cloud and on-premises agents (collectively, Cloud Agents, Endpoint Agents, Enterprise Agents, Device Agents, and Cisco Real Speed-enabled websites are referred to as “**Vantage Points**”). The Cisco Offer is designed to help You measure and monitor the availability and performance of web applications, hosted services, and networks as described in the Documentation, which may be amended from time to time. The Cisco Offer comprises several different visibility features, such as Network & Application Synthetics, Endpoint Experience, Internet Insights, Cloud Insights, etc., which enable You to customize the Cisco Offer based on Your visibility needs. The Documentation provides further information on technical specifications, configuration requirements, features, and functionalities related to the Cisco Offer.

2. Support and Other Services

During the Use Term, Cisco will provide support services as described in the [Cisco ThousandEyes Support Policy](#).

3. Performance Standards

The [Cisco ThousandEyes Service Level Agreement](#) applies to Your use of the Cisco Offer.

4. Data Handling

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

5. Special Terms

5.1 **Additional Limits on Usage.** The limits on usage of the Cisco Offer as set forth in this Offer Description are in addition to any usage limits described in the Agreement or in the Documentation. The [Cisco Acceptable Use Policy](#) applies to this Cisco Offer. Use of the Cisco Offer must be in accordance with the Documentation. You will not (and will not authorize any third party to) configure the Cisco Offer to intentionally collect any: (1) social security numbers or other government-issued identification numbers, (2) unencrypted passwords or other authentication credentials, (3) health information, biometric data, genetic data, or any other similar data, (4) payment, financial, insurance or similar information, (5) data relating to a person under the age of 13 years old, or (6) data that is classified as sensitive data, or special category data, under applicable laws. You may be able to use certain available mobile device management (MDM) solution(s) (either from Cisco or a third party) in connection with Your use of certain portions or features of the Cisco Offer. You are responsible for any use of the Cisco Offer in connection with any MDM solution, including any acceptance of the terms of service for the Cisco Offer, and/or any granting of permissions, by You or Your administrators on behalf of Your end users. You will provide and obtain all notices, disclosures, permissions, consents, licenses, waivers, registrations, and approvals that are required or necessary for use of the Cisco Offer by You and Your end users. In addition to the limits set forth in the Liability section of the Agreement, Cisco will not be liable for any damages relating to (a) any actions or omissions by You with respect to the use of the Cisco Offer, (b) use of the Cisco Offer by any of Your end users, and/or (c) Your failure to provide or obtain any notice, disclosure, permission, consent, license, waiver, registration, or approval that is required or necessary for use of the Cisco Offer.

by You and Your end users. A breach of this Section 5.1 is considered a misuse of Cisco's intellectual property rights.

- 5.2 **Limited Preview Features.** From time to time, Cisco may make available alpha, beta, controlled availability, limited/private preview, trial, or other evaluation version(s), release(s), or feature(s) of the Cisco Offer for You to evaluate (each a "**Limited Preview Feature**"). Limited Preview Feature(s) are subject to the terms applicable to Trial Offers in the Agreement, except (i) Limited Preview Feature(s) may be used in production, (ii) Limited Preview Feature(s) are provided AS-IS, without support, without indemnification, and not subject to the SLA, and (iii) Cisco may disable the Limited Preview Feature(s) in this Cisco Offer at any time in its discretion.

- 5.3 **Cisco Offer Use Rights.** The Cisco Offer is licensed using the following models:

Cisco Offer	Duration	Metric Month	Restrictions
ThousandEyes Units¹	Subscription	Per Unit	ThousandEyes Units are consumed based on the configuration of Your Tests (and whether flow collection is enabled). Units may be purchased a la carte or as part of a Site-Based Offering.
Endpoint Agent Licenses¹	Subscription	Per Active User	ThousandEyes Endpoint Experience is available on a per Active User basis and is charged based on the number of Active User licenses You have purchased. You must assign an Endpoint Agent license to each Endpoint Agent to run a Test. Once an Endpoint Experience license is assigned to an Endpoint Agent, that license cannot be reassigned to a different Endpoint Agent for a 30-day period. Endpoint Agent licenses are available in three tiers (Embedded, Essentials, and Advantage). Essentials and Advantage are available for purchase separately, while Embedded is only bundled as part of another Cisco Offering (see Section 5.5 below). For more information about the features and restrictions applicable to Your license tier, please see the Endpoint Agent Licensing Documentation. The Mobile Endpoint Agent is not currently available for download in the following geographies/regions: any U.S.-embargoed/sanctioned country or region (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions), Belarus, China, Russia, Ukraine.
Internet Insights	Subscription	Per Package	Internet Insights is available on a per Package basis. Packages are categorized by provider type on one axis (ISP, CDN, DNS provider, IaaS, SECaaS and UCaaS) and geographic region on the other (North America, EMEA, APAC and LATAM). Each Internet Insight license can be used to activate one Package, unless the Global Insights Bundle is purchased. For more information about the features and restrictions, please see the Internet Insights Documentation.
Connected Devices	Subscription	Per Device	Connected Devices is available on a Per Device basis. As described in more detail in Section 5.6 below, You must have a Device Agent license for each unique Device from which You run a Test. When You run Tests to/from a Device Agent, You will also consume Units. For more information about the features and restrictions, please see the Device Agent Consumption Model Documentation.
Cloud Insights	Subscription	Per License	Cloud Insights is available in two tiers: Essentials and Advantage. If You enable flow log monitoring when using Cloud Insights, You will also consume Units. For more information about the features and restrictions applicable to Your license tier, please see the Cloud Insights Documentation.
Site-Based Offerings	Subscription	Per License	A Site-Based Offering includes (i) a set quantity of ThousandEyes Units and (ii) Site-Based Onboarding Support.

¹ The education license for this Product is only available to educational institutions based in the United States of America.

- 5.4 **Collective Intelligence.** The Cisco Offer uses data generated and/or collected from Tests along with Metadata to establish the cause of an outage (e.g., failure in a connectivity, application service provider, or third-party network). By using the Cisco Offer, You authorize Cisco and its Affiliates to access and use the data resulting from Tests and the associated Metadata (including visualizations of the foregoing) to generate Collective Intelligence Test Data. Collective Intelligence Test Data is provided (i) to You in the ThousandEyes platform for the Tests that You have enabled and (ii) generally to other customers and

third parties as part of ThousandEyes' collective intelligence technology, which may be leveraged throughout Cisco's products and/or services. You hereby grant to Cisco and its Affiliates a worldwide, royalty-free, fully paid-up, sublicensable, perpetual, fully transferable, and irrevocable license to use, commercialize, and otherwise exploit any Collective Intelligence Test Data without restriction.

- 5.5 **Bundle Use Rights.** You may receive Use Rights to the Cisco Offer (or portions of the Cisco Offer) as part of Your purchase of another Cisco Offer. In such case, the restrictions stated below apply to Your use of the Cisco Offer (or applicable portion):

Integration/Bundle	Additional License Restrictions
Cisco DNA Advantage for Catalyst 9300 and 9400	Your Use Rights are described at Cisco Catalyst and DNA Advantage Use Right to ThousandEyes . You may only use the ThousandEyes Units received under this Use Right for Tests to Enterprise Agents or Cloud Agents (as described in more detail in the document above). The ThousandEyes Units received as part of this bundle cannot be used for other ThousandEyes features/Tests, such as Tests to Device Agents, flow log monitoring via Cloud Insights, or flow collection via Traffic Insights, etc.
ThousandEyes WAN Insights (available as SD-WAN Predictive Path Recommendations) (Included as part of Cisco DNA Advantage or DNA Premier for SD-WAN.)	Your Use Rights only entitle You to use and access the Cisco Offer to generate a default ThousandEyes' quality score using the measurement data from Your SD-WAN probes and the path recommendation that leverages the quality of the last seven days to recommend the best path (the "WAN Insights Functionality"). The number of supported applications or application categories included as part of Your Use Rights is further described in the Cisco DNA Subscription Software for SD-WAN and Routing FAQ. You do not have the right to use and access the Cisco Offer's other features – for example: You may not use the Cisco Offer to run any Tests from any Vantage Point as part of this Use Right. The WAN Insights Functionality is not currently available in all geographies/regions including China, Hong Kong, and Macau; thus, even if the Cisco Offer ID 'TE-EMBED-WANI' has been enabled in Your Cisco Smart Software Manager Smart or Virtual account as part of Your Cisco SD-WAN Use Right, You only have the right to use the WAN Insights Functionality in the geographies/regions where it is commercially available. The WAN Insights Functionality is not currently available to Cisco Catalyst SD-WAN purchases through the Cisco Managed Services License Agreement Program.
Cisco WebEx Devices Integration	The Endpoint Agents are included in the RoomOS and PhoneOS software after separate activation. See Endpoint Agent Installation on Cisco Webex Devices (RoomOS) Documentation and Endpoint Agent Installation on Cisco Phone Devices (PhoneOS) Documentation for more information. This Use Right may only be used in conjunction with Your separate purchase of a Use Right to the Cisco Offer.
Cisco Secure Access	A Cisco Secure Access subscription also includes the right to access and use the Cisco Offer. Your level of subscription, either as a stand-alone or as part of a suite, will determine what features You are entitled to access. See Cisco Secure Client ThousandEyes Endpoint Module - ThousandEyes Documentation for more information. Your region for provisioning will be as described in Cisco Secure Access Offer Description .
ThousandEyes on Meraki MX Integration (SD-WAN+ license)	If You purchased SD-WAN+ on the Meraki platform, You are entitled to (i) install the ThousandEyes Enterprise Agent on supported Meraki MX devices and appliances, and (ii) claim a certain number of free ThousandEyes Units to run ThousandEyes Tests (also referred to as "Free Tests"). If You claim the free Units, You will have access to the Cisco Offer to access the data from the Enterprise Agents on the Meraki MX devices. See Meraki MX Appliances - ThousandEyes Documentation for more information and applicable restrictions.
ThousandEyes Assurance for Collaboration	If You purchased ThousandEyes Assurance for Collaboration, You are entitled to Endpoint Agent licenses. The Endpoint Agent that is included in this bundle is available in two different tiers: Essentials and Advantage. For more information about the features and restrictions applicable to Your license tier, please see the Endpoint Agent Licensing Documentation .

- 5.6 **Connected Devices.** Regardless of the terms in this Offer Description, for the Connected Devices functionality of the Cisco Offer:

Device Agent Licenses. You must have a Device Agent license for each unique Device from which You run a Test, except for mobile phones where the end user has downloaded one of the Connected Devices Mobile Apps directly from the Apple App Store or Google Play Store. The following terms apply if You have licensed a Device Agent and plan to integrate it into Your hardware device and/or application:

- (A) **Use Rights.** Your Use Rights include the right to:

- (1) internally use and reproduce the Device Agent (as applicable based on Your purchase) only as necessary for You to integrate the applicable Device Agent into Your hardware device and/or application; and
 - (2) distribute (either directly or indirectly) the applicable Device Agent in permitted countries, but only as integrated into and as a part of Your hardware device and/or application, to Your end users, who have no right or ability to use the applicable Device Agent separate from Your hardware device and/or application.
- (B) **Limitations.** In addition to the limits set forth in the Use Rights section of the Agreement and in this Offer Description:
- (1) You and Your end users may only use the applicable Device Agent in conjunction with Your active Cisco Offer subscription and only on devices that Cisco validates are compatible;
 - (2) You may not charge customers separately for inclusion or use of the Device Agent and You must retain title to the Device Agent and any hardware onto which it is integrated;
 - (3) You are responsible for Your end users, including ensuring that their use of the Device Agent complies with Your obligations under the Agreement; and
 - (4) You will be responsible for managing all issues and queries of Your end users regarding the Device Agent.
- 5.7 **Software Development Kits.** Any software development kit (SDK) that You might receive as part of this Cisco Offer is provided “AS IS” with all faults and without warranty of any kind.
- 5.8 **Integrations.** You may opt to utilize certain available integrations (either from Cisco or a third party) in connection with Your use of the Cisco Offer (e.g., Microsoft Teams). To the extent You elect to enable an integration between the Cisco Offer and another Cisco or third-party product/service, Cisco is not responsible for any data processing, the location of any data processing or storage, or the utilization of artificial intelligence, deep learning, or other machine learning models that may occur once Your data has left the Cisco Offer. If You use an integration, You are responsible for separately securing a license to use such product/service and for complying with the terms applicable to such product/service. Cisco expressly disclaims, on behalf of any third-party technology supplier(s), all warranties, conditions or other terms as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. Any third-party integrations are provided “AS IS” and You hereby acknowledge that the availability of such third-party integrations is not guaranteed and may be discontinued or interrupted at any time.
- 5.9 **Site-Based Onboarding Support.** If You purchase a Site-Based Offering and You already have existing ThousandEyes Use Right(s) (by purchase, as part of a bundled Use Right, etc.), You are ineligible for Site-Based Onboarding Support and only will receive the applicable ThousandEyes Units. Additionally, if You purchase and/or receive multiple Site-Based Offerings, You may only receive Site-Based Onboarding Support once and with a maximum of 20 hours that must be used within the initial 12-month period. Site-Based Onboarding Support hours will not renew or roll-over beyond the initial 12-month period.
- 5.10 **Definitions**

Term	Meaning
Active User	Your employees or contractors from whom You collect Test data and/or Metadata, using an Endpoint Agent, during the Use Term.
Cloud Agents	ThousandEyes’ cloud agent software maintained by ThousandEyes, located throughout the internet, and shared by our customers. For more information, see the Cloud Agents Documentation .
Collective Intelligence Test Data	Data that is generated and/or collected by running Tests and Metadata, which has been de-identified, aggregated, or both, and de-identified visualization(s) of the data.
Connected Devices Mobile Apps	Collectively, (a) the Real Speed mobile application (iOS or Android) and (b) the Test Your Internet mobile application (iOS or Android).
Device	A hardware device (for example, a router, IoT device, or mobile phone).
Device Agent	ThousandEyes’ device agent software (excluding Enterprise Agents, Cloud Agents, and Endpoint Agents), that is installed on a Device and allows Tests to be run to or from the Device. For more information, see the Device Agents Documentation .

Metadata	Has the meaning stated in the Offer Disclosure.
Endpoint Agents	ThousandEyes' endpoint agent software that is installed by You on end user Windows or macOS machines, or ThousandEyes' mobile endpoint agent software that is installed by You on end user mobile devices (" Mobile Endpoint Agent "), to collect network and application layer performance data when Your users access specific websites from within Your monitored networks. For more information, see the Endpoint Agents Documentation .
Enterprise Agents	ThousandEyes' enterprise agent software deployed and managed by You for Your exclusive use (in contrast to Cloud Agents, which are managed by ThousandEyes and shared by our customers), to test targets from inside Your network, or from within infrastructure within Your control. For more information, see the Enterprise Agents Documentation .
Global Insights Bundle	An Internet Insights license that entitles You to all 28 Internet Insights Packages.
Package	The collection of Internet Insights catalogue entries with the same provider type and region as described in more detail here: Internet Insights Terminology Documentation .
Path Trace	A ThousandEyes network diagnostic library that generates data packets that traverse through networks from source to destination.
Real Speed	A user-initiated test (either a two-step or a single step speed test depending on whether an active Device Agent is detected), which tests for upload, download, and latency metrics between the end user device and a test server (and if a two-step test is possible, also between the hardware the Device Agent is running on, and the same test server).
Site-Based Onboarding Support	Includes up to 20 hours of remote onboarding support solely related to Your Enterprise Agents and/or Cloud Agents which may include assistance like configuring Tests, setting up alerts, etc., scoped based upon Your onboarding needs and as mutually agreed to by You and Cisco. No deliverables are included by Cisco as part of Site-Based Onboarding Support.
Tests	Collectively, HTTP, ping, Path Trace, Real Speed, and other network performance, quality of service, and quality of experience tests available as part of the Cisco Offer.
Units	The unit of measurement required for Tests or Cloud Insight's collection of flow log data. For more information, see Calculating Units Documentation .