



## 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.

## Service Description

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### IBM Terraform

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order. Upon acceptance of Client's order, this Service Description and the Cloud Services Agreement found at <http://www.ibm.com/terms/csa> (or equivalent agreement for Cloud Services between the parties) applies to Client's use of the Cloud Services.

#### 1. Cloud Service

##### 1.1 Offerings

The Client may select from the following available offerings.

##### 1.1.1 IBM Terraform Standard

This Cloud Service includes features and controls needed to help mitigate cloud infrastructure risks, including policy as code, run tasks, audit logging, and detection of configuration drift.

IBM Terraform Standard provides a full suite of capabilities which practitioners, teams, and global businesses can use to create and collaborate on infrastructure while helping to manage risks for security, compliance, and operational constraints. IBM Terraform Standard provides Client up to 10 Remote Concurrent Runs and 10 Agent Concurrent Runs.

IBM Terraform Standard enables Client to:

- Provide a centralized, shared service for infrastructure in an organization including managing infrastructure state and sharing infrastructure components.
- Help secure infrastructure by defining and enforcing rules and constraints on Client's infrastructure configurations.
- Manage the infrastructure lifecycle and optimize with features such as drift detection and ephemeral workspaces.
- Provide a comprehensive view and an auditable record of all activities which may help to comply with compliance-related activities relating to industry regulations and internal security.

##### 1.1.2 IBM Terraform Premium

This Cloud Service includes all features and controls included in Terraform Standard and in addition provides control and scalability for hybrid and multi-cloud estates through an increase in concurrent runs and cloud agents operations alongside enhanced agent capabilities to perform localized execution of policy enforcement, version control connectivity, and third-party integrations. IBM Terraform Premium provides Client up to 200 Remote Concurrent Runs and 300 Agent Concurrent Runs.

IBM Terraform Premium enables Client to:

- Access private Version Control System (VCS) repositories by helping to secure Client's source code.
- Apply and enforce security and compliance policies within private cloud environments.
- Integrate systems into Terraform workflows, creating an automation pipeline that aligns with Client's internal processes and policies.
- Streamline module management by revoking outdated or vulnerable modules.

##### 1.1.3 IBM Packer Standard

IBM Packer Standard provides organizations with a single workflow to build cloud and private datacenter images, continuously manage them throughout their lifecycle which may help to secure images and may aid in reducing the time to deployment.

IBM Packer Standard enables Clients to:

- Gain better control over the creation, distribution, and consumption of images as a metadata registry.
- Standardize revocation workflows to help prevent further use of the compromised image in new deployments.

- Automate infrastructure provisioning process through an integration with IBM Terraform Standard.
- View a comprehensive and auditable record of all activities performed within the Client's Cloud Service environment.

This Cloud Service provides a maximum of 300 Image Buckets and 25,500 Requests.

## 1.2 Optional Services

### 1.2.1 IBM Terraform Concurrency Add-On

IBM Terraform Concurrency Add-On provides additional Remote Concurrent Runs and Agent Concurrent Runs for IBM Terraform Standard and IBM Terraform Premium Clients. IBM Terraform Standard or IBM Terraform Premium is a prerequisite for this Add-On.

Each Concurrent Event entitlement provides 25 Remote Concurrent Runs and 50 Agent Concurrent Runs.

## 2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below applies to IBM's processing of personal data on behalf of Client.

<https://www.ibm.com/terms/?id=F4391729F4494F7DBEFE6B4B43C0C131>

## 3. Service Levels and Technical Support

### 3.1 Service Level Agreement

IBM provides the Client with the following availability service level agreement (SLA). IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to contact IBM regarding service availability issues are in IBM's Cloud Service support handbook at [https://www.ibm.com/software/support/saas\\_support\\_overview.html](https://www.ibm.com/software/support/saas_support_overview.html).

| Availability    | Credit<br>(% of monthly subscription fee*) |
|-----------------|--------------------------------------------|
| Less than 99.9% | 2%                                         |
| Less than 99.5% | 5%                                         |
| Less than 99.0% | 10%                                        |

\* The subscription fee is the contracted price for the month which is subject to the claim.

### 3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the Cloud Service in the IBM support guide available at <https://www.ibm.com/support/home/pages/support-guide/>.

## 4. Charges

### 4.1 Charge Metrics

The charge metric(s) for the Cloud Service are specified in the Transaction Document.

The following charge metrics apply to this Cloud Service:

- Resource Under Management (RUM) represents infrastructure objects, such as virtual networks, compute instances, or higher-level components such as DNS records managed by the Cloud Service.
  - Terraform counts RUM starting from the first terraform plan or terraform apply operation on the resource, and/or if the resource is provisioned, and in the state file. Terraform does not include Null Resources in the RUM count. For calculating usage and charges, Client's use will be assessed based on a Monthly Peak RUM. "Monthly Peak RUM" is the sum of the maximum

number of concurrent RUM of each subscribed Terraform Organization that exist during a subscription month. Client may not consume more than the 12-month average of Monthly Peak RUM entitled per year during the subscription term.

- Record is a set of unique attributes for a specific item that is managed by, processed by, or related to the use of the Cloud Service.
  - For Packer Standard, the Record is an Image Bucket. A Record also includes a certain number of Requests defined as the act by the Client authorizing IBM to perform a service submitted to or managed by the Cloud Services. One Record entitlement equals to 300 Image Buckets and 25,500 Requests.
- Concurrent Event is a simultaneous occurrence of a specific event that is processed by or related to the use of the Cloud Services.

## 5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

### 5.1 Verification

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

### 5.2 Enabling Software

The Cloud Service contains the following Enabling Software:

- HCP Terraform Agent

The HCP Terraform Agent Enabling Software is warranted under the terms of the base agreement for this Cloud Service.

### 5.3 Definitions

- A "Terraform Organization" is a unique, top-level entity of Terraform that contains resources, users, and administrative policies.
- "Null Resources" are a specific type of RUM defined as "null\_resource" or "terraform\_data" in a Terraform managed state file.
- An "Image Bucket" means a unique Packer configuration file that is being tracked by the IBM Packer Registry. The tracked configuration file can define one or multiple versions of an image. Client may not consume more than the total number of Packer Image Buckets entitled per month during the subscription term.
- A "Request" means any time a Client queries the IBM Packer get channel API to fetch the assigned iteration, including but not limited to using the IBM Terraform data source. Client may not consume more than the total number of Packer Requests entitled per month during the subscription term. All other Requests, including requests generated by the IBM Packer user interface, shall not apply for billing purposes.
- A "Remote Concurrent Run" is the execution of an remote operation within the Cloud Service. Client may not consume more than the total number of Remote Concurrent Runs entitled per month during the subscription term.
- A "Agent Concurrent Run" is the execution of an operation in the Client's private environment. Client may not consume more than the total number of Agent Concurrent Runs entitled per month during the subscription term.

## 6. Overriding Terms

### 6.1 Data Use

The following prevails over anything to the contrary in the Content and Data Protection section of the base Cloud Service terms between the parties: IBM will not use or disclose the results arising from Client's use of the Cloud Service that are unique to Client's Content or that otherwise identify Client. IBM may however use Content and other information that results from Content in the course of managing and

providing the Cloud Service provided that any data subject to applicable privacy regulations will be rendered into a form that no longer constitutes personal data. IBM will use Client's Content and other information that results from Content, excluding personal data, only for research, testing, and offering development. IBM may share threat identifiers and other security information embedded in Client personal data for threat detection and protection purposes. The provisions of this section will survive the termination or expiration of the transaction.