



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.

LICENSE INFORMATION

The Programs listed below are licensed under the following License Information terms and conditions in addition to the Program license terms previously agreed to by Client and IBM. If Client does not have previously agreed to license terms in effect for the Program, the International Program License Agreement (i125-3301-15) applies.

Program Name (Program Number):
IBM Vault Self-Managed 1.21.2 (5900-BJF)

The following standard terms apply to Licensee's use of the Program.

Modifiable Third Party Code

To the extent, if any, in the NOTICES file IBM identifies third party code as "Modifiable Third Party Code," IBM authorizes Licensee to 1) modify the Modifiable Third Party Code and 2) reverse engineer the Program modules that directly interface with the Modifiable Third Party Code provided that it is only for the purpose of debugging Licensee's modifications to such third party code. IBM's service and support obligations, if any, apply only to the unmodified Program.

Separately Licensed Code

Each of the components listed in the NON_IBM_LICENSE file is considered "Separately Licensed Code" licensed to Licensee under the terms of the applicable third party license agreement(s) set forth in the NON_IBM_LICENSE file(s) that accompanies the Program, and not this Agreement. Future Program updates or fixes may contain additional Separately Licensed Code. Such additional Separately Licensed Code and related licenses are listed in the applicable NON_IBM_LICENSE file that accompanies the Program update or fix.

Note: Notwithstanding any of the terms in the third party license agreement, the Agreement, or any other agreement Licensee may have with IBM, with respect to the Separately Licensed Code:

- (a) IBM provides it to Licensee WITHOUT WARRANTIES OF ANY KIND AND DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE, AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
- (b) IBM is not liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages including, but not limited to, lost data, lost savings, and lost profits.

The following units of measure may apply to Licensee's use of the Program.

Install

Install is a unit of measure by which the Program can be licensed. An Install is an installed copy of the Program on a physical or virtual disk made available to be executed on a computer. Licensee must obtain an entitlement for each Install of the Program.

Resource Value Unit (RVU)

Resource Value Unit (RVU) is a unit of measure by which the Program can be licensed. RVU Proofs of Entitlement are based on the number of units of a specific resource used or managed by the Program. Licensee must obtain sufficient entitlements for the number of RVUs required for Licensee's environment for the specific resources as specified in the table below. RVU entitlements are specific to the Program and the type of resource and may not be exchanged, interchanged, or aggregated with RVU entitlements of another program or resource.

The following table(s) will be used for RVU as described later in this License Information document.

RVU/UVU Conversion Table VUE139

From 1 to 2,500 Resources/Users, 1.00 RVU/UVU per Resource/User

From 2,501 to 10,000 Resources/Users, 2,500 RVUs/UVUs plus 0.80 RVUs/UVUs per Resource/User above 2,500

From 10,001 to 50,000 Resources/Users, 8,500 RVUs/UVUs plus 0.60 RVUs/UVUs per Resource/User above 10,000

From 50,001 to 150,000 Resources/Users, 32,500 RVUs/UVUs plus 0.40 RVUs/UVUs per Resource/User above 50,000

For more than 150,000 Resources/Users, 72,500 RVUs/UVUs plus 0.20 RVUs/UVUs per Resource/User above 150,000

In addition to the above, the following terms apply to Licensee's use of the Program.

Vault Install

For purposes of this program an Install is a Vault Cluster. "Vault Cluster" is a grouping of Vault Servers with a single primary active Vault Server node with an unlimited number of directly connected passive stand-by Vault Server nodes, used for high availability and fail-over if the primary Vault Server fails. "Vault Server" means a single node in a Vault Cluster. All supporting nodes of a Vault Cluster must live within the same data center or cloud region as the primary active Vault Server node. Each purchased Install includes one additional Install that may only be used as disaster recovery for the purchased Install.

PKI Certificate Install Add on

A Vault Install that is used exclusively for the purpose of issuing PKI Certificates. PKI Install Add on may only use the PKI secrets engine built into Vault. The PKI Install Add on may only be used when customer maintains an active entitlement for a Vault Install.

Vault Resource Value Unit

The Resource for the purpose of RVU calculation is Client. “Client(s)” means unique applications, services, and users that connect and authenticate to the Program to accomplish a task.

PKI Certificate Resource Vault Unit

With respect to the PKI Certificate Install Add on, the Resource for the purpose of RVU calculations is the PKI Certificate. A “PKI Certificate” is a unique, cryptographically secured digital record issued by a certificate authority managed by Vault’s built-in PKI secrets engine. A PKI Certificate is distinct from all other PKI Certificates if any one or more of its attributes is distinct.

“IBM Vault Self-Managed Non-Production” entitlements allow for the deployment of Vault Clusters only for non-production development, testing, disaster recovery, or staging in support of IBM Vault Self-Managed. Any other usage requires IBM Vault Self-Managed Install entitlements. Licensee may use at no charge up to five (5) times the number of Clients for IBM Vault Self-Managed Non-Production that Licensee is entitled to of Licensee’s IBM Vault Self-Managed Client entitlements.

Licensees who purchase an IBM Vault Self-Managed entitlement for use with Red Hat OpenShift may only use the Program with Red Hat OpenShift.

License Utilization Reporting

IBM recommends Licensee enable the automated license authorization reporting functionality in the Program to enable sending license utilization data to IBM. If this functionality is not enabled, Licensee will report license utilization to IBM using IBM tools or scripts every three (3) months beginning at contract start date. If Licensee exceeds its authorized entitlements, additional entitlements must be acquired within 30 days of reporting the excess.

L/N: L-MUKX-B3K7UJ

D/N: L-MUKX-B3K7UJ

P/N: L-MUKX-B3K7UJ