



Terms and Conditions

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NCC GROUP TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES (UK)

General Terms and Conditions

1 Contract Structure

- 1.1 Save where a contract is agreed and signed by both parties in relation to the Services, the contract pursuant to which NCC Group (UK) will provide services and/or goods is comprised of the following:
- 1.1.1 the following clauses of these General Terms and Conditions: 1 (Contract Structure), 2 (Interpretation), 8 (Confidentiality & Publicity), 9 (Data Protection), 10 (Liability), 12 (Anti-Bribery and Modern Slavery), 13 (Third Party Rights), 14 (Force Majeure) and 15 (General) (the '**Core General Terms**');
 - 1.1.2 the Authorisation Form (if required by NCC Group);
 - 1.1.3 the Personal Data Form;
 - 1.1.4 the Statement of Works (and any documents expressly scheduled, annexed or appended thereto but not otherwise referred to in this clause 1.1);
 - 1.1.5 one or more applicable Service-Specific Modules (including any documents specifically identified in the Service-Specific Modules);
 - 1.1.6 any Service Description(s); and
 - 1.1.7 these General Terms and Conditions (other than the clauses set out at clause 1.1.1 above) (the '**Residual General Terms**'), (together the "**Contract**").
- 1.2 The Contract shall be interpreted with descending order of precedence given to the documents (or parts thereof) set out in clauses 1.1.1 to 1.1.7, and as visualised below only for illustrative purposes.

1.	General Terms & Conditions – Core General Terms
2.	Authorisation Form
3.	Personal Data Form
4.	Statement of Works + documents
5.	Service-Specific Module(s)
6.	Service Description(s)
7.	General Terms & Conditions – Residual General Terms

- 1.3 The Statement of Works constitutes an offer by NCC Group to supply the Services to the Client in accordance with the Contract. The Statement of Works shall be accepted by the Client on the earlier of:
- 1.3.1 the Client's written acceptance of the Statement of Works; or
 - 1.3.2 upon any act by the Client consistent with its acceptance of the Statement of Works, including issuance of a purchase order or a request to schedule Services,
- at which point and on which date the Contract shall come into existence.
- 1.4 The Contract shall:
- 1.4.1 constitute the entire agreement between the parties in relation to the Services;
 - 1.4.2 supersede any previous understanding or agreement relating to the Services (including any non-disclosure agreement, tender document or similar which is relevant to the Contract); and
 - 1.4.3 not be varied except:
 - (a) that the Core General Terms may be varied by a document (other than one listed at clause 1.1 above) signed by the parties' respective authorised signatories SAVE THAT, where the document is a separate data processing agreement, it is a condition of the Contract that it shall always remain subject to clause 10 (Liability); and
 - (b) that the documents listed at clauses 1.1.2 to 1.1.7 inclusive may be varied if in writing, signed by the parties' respective authorised signatories.
- 1.5 For the avoidance of doubt, no other terms and conditions (whether verbal or included on any document issued by the Client after the Statement of Work has been issued, including any purchase order) will apply in any way.

2 Definitions & Interpretation

- 2.1 The following definitions and rules of interpretation apply in the Contract:
- "Affiliate"** means, in respect of a party, any entity that directly or indirectly Controls or is Controlled by, or is under common Control with, another entity;
- "Anti-Bribery Laws"** means any and all statutes, statutory instruments, by-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) the aim of which is to prevent bribery and/or corruption in any jurisdiction;
- "Authorisation Form"** has the meaning given to it in clause 4.2;
- "Business Day"** means a day other than a Saturday, Sunday or public holiday in England;
- "Cancellation Fees"** has the meaning given to it in applicable Service-Specific Modules;
- "Client"** means the individual(s) and/or organisation(s) detailed as such in the Statement of Work;
- "Client's Confidential Information"** means any Information that relates (in whole or in part) to the Client, its business, its Affiliates or their respective businesses including details of the Client's systems/equipment, procedures, network configuration and topology, passwords, private encryption keys that are disclosed by or on behalf of the Client in connection with the Contract and/or the provision of the Services but excluding Client's Customers' Confidential Information;
- "Client's Customer"** means any direct customer or client of the Client;
- "Client's Customers' Confidential Information"** means any Information that relates (in whole or in part) to a Client's Customer;
- "Confidential Information"** means, together, the Client's Confidential Information, the Client's Customers' Confidential Information and/or NCC Group's Confidential Information;
- "Consultant"** means the identified individual(s) provided by NCC Group for the performance of the Services, whether they be an employee of NCC Group, an Affiliate or a Third Party Contractor;
- "Contract"** has the meaning given to it in clause 1.1;
- "Control"** means the ability to direct the affairs of an entity, whether by virtue of the ownership of the majority of shares in that entity or the legal power to direct or cause the direction of the general management of that entity and "**Controls**" and "**Controlled**" shall be construed accordingly;
- "Data Protection Legislation"** means the Data Protection Act 2018, UK GDPR, EU General Data Protection Regulation 2016/679 ('**GDPR**') and the Privacy and Electronic Communications (EC Directive) Regulations 2003, together with any related or ancillary legislation (in any relevant jurisdiction);
- "Deliverables"** means all reports, documents, papers, designs, software, and all other materials in whatever form, including hard copy and electronic form, agreed to be prepared by NCC Group as part of the Services;

"Delete" means deletion, destruction or, in the context of back-ups of data, ensuring said data is not readily available or accessible, e.g. by only holding it as part of encrypted general system back-ups which is not used to inform any decision relating to a Data Subject;

"Fees" means (i) NCC Group's fees for the Services as detailed in the Statement of Works and the relevant Service-Specific Module(s), (ii) fees, costs and expenses arising pursuant to clause 7.3 (involvement in disputes etc), and (iii) all reasonable expenses incurred in relation to the Services;

"General Terms and Conditions" means these general terms and conditions;

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in providing services of the same kind as the Services;

"Indirect Client" means (i) an Affiliate of the Client, or, (ii) subject to clause 4.5, a third party on whose behalf a Client is procuring Services;

"Information" means confidential or proprietary information (whether written, oral, in electronic form or in any other media), including all tangible and intangible information designated as confidential by the discloser in writing and all other information which may, by its nature, be reasonably regarded as confidential but excluding personal data;

"Insolvency Situation" means a party:

- (a) enters liquidation;
- (b) has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets;
- (c) proposes to make arrangements with its creditors or goes into liquidation; or
- (d) suffers an event which is equivalent to any of the acts or events specified above in any jurisdiction;

"Intellectual Property Rights" (or **"IPRs"**) means all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition, copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, rights in formulae, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;

"Legitimate Recipient" has the meaning given to it in clause 6.3.1;

"Liability" means liability in or for breach of contract, Negligence, misrepresentation, tortious claim, restitution or any other cause of action whatsoever relating to or arising under or in connection with the Contract, including any liability under an indemnity, liability expressly provided for under the Contract or arising by reason of the invalidity or unenforceability of any term of the Contract (and for the purposes of this definition, all references to the Contract shall be deemed to include any collateral contract), and **"Liable"** shall be interpreted accordingly;

"NCC Group" means the NCC Group legal entity identified in the Statement of Works or, if no such entity is identified, NCC Group Security Services Limited registered in England & Wales with company number 04474600;

"NCC Group's Confidential Information" means any Information that relates (in whole or in part) to NCC Group, its business, its Affiliates or their respective businesses in connection with the Contract and/or the provision of the Services, including pricing and details of NCC Group's methodologies, however disclosed;

"Negligence" means the breach:

- (a) of any obligation, arising from the express or implied terms of a contract, to take reasonable care or exercise reasonable skill in the performance of the Contract; and
- (b) of any common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty);

"Personal Data" means personal data (as defined in the UK GDPR), to which NCC Group may (by or on behalf of the Client or Indirect Client) be granted or obtain access, during the course of the provision of the Services;

"Personal Data Form" has the meaning set out in clause 9.6 (also known as the **"GDPR Form"**) as amended or updated in accordance with clause 9.6;

"Report" has the meaning given to it in clause 6.3.1;

"Service Description" means a written description of one or more of the Services provided by NCC Group, usually entitled 'Service Description';

"Service Portion" means any day, phase or part of the Services;

"Service-Specific Modules", formerly known as 'Services Modules', contained at Appendix 1 contain additional terms and conditions that are specific to the Services. The applicable Services Modules will be identified in the Statement of Works;

"Services" means the services to be performed by NCC Group in accordance with the Contract including the loan or sale of goods;

"Standard Contractual Clauses" means either (i) the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, or (ii) Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018, and includes the UK Addendum to the EU Commission Standard Contractual Clauses;

"Start Date" has the meaning given to it in clause 5.1;

"Statement of Works" shall be, in order of precedence should more than one exist in respect of the Services:

- (a) NCC Group's proposal for the Services (excluding any summary or overview sections), as may be later defined in more detail in a separate document entitled 'Statement of Works'; or
- (b) NCC Group's quote for the Services; or
- (c) other similar document(s) (including any online form) that sets out the Services and the Fees;

"System" means the systems and networks which are relevant to the Services, together with any software, systems, networks, premises, equipment, data structures, protocols, computers, hardware and firmware linked to the same and data passing across or contained in any of the foregoing, which definition shall be extended to include the scope of any definition of 'System' included in a relevant Service-Specific Module;

"Term" means the period during which the Services are provided by NCC Group;

"Third Party Contractor" means a third party engaged by NCC Group to provide Services to the Client or Indirect Client(s); and

"UK GDPR" means the GDPR as transposed into the national law of the United Kingdom through the operation of section 3 of the European Union (Withdrawal) Act 2018.

2.2 In the Contract (except where the context otherwise requires):

- 2.2.1 any words following the terms "including", "include", "for example" or any similar expression are by way of illustration and emphasis only and shall not limit the generality or extent of any other words or expressions;
- 2.2.2 headings shall not affect the interpretation of the Contract;
- 2.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 2.2.4 references to legislation (which includes statute and statutory provisions) includes any modification, extension, replacement or re-enactment of that legislation and any subordinate legislation made (before or after the Contract) under that legislation; and
- 2.2.5 any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

3 NCC Group Duties

- 3.1 NCC Group shall perform the Services using reasonable skill and care and in accordance with Good Industry Practice.
- 3.2 NCC Group will use reasonable endeavours to meet any timescales and/or completion dates as set out in the relevant Statement of Works for provision or completion of the Services or any part of them, however, time shall not be of the essence.
- 3.3 Whilst NCC Group will endeavour to have the same Consultant involved throughout provision of the Services, it reserves the right to replace that Consultant with individual(s) that singularly, or in combination, have at least the same qualification and experience.
- 3.4 If the Consultant is present on the Client's premises, NCC Group shall use reasonable endeavours to ensure that the Consultant complies with such reasonable site rules and procedures as are notified to NCC Group by the Client from time-to-time.
- 3.5 NCC Group shall undertake background screening checks in accordance with BS7858 in respect of Consultants as they join NCC Group if they will be involved in the delivery of the Services.

4 Client Duties

- 4.1 The Client shall comply with its duties and responsibilities contained in the Contract.
- 4.2 The Client may be required to complete a technical consent document (the "**Authorisation Form**") giving its consent to some or all of the Services including testing targets, dates and times. Authorisation Forms enable NCC Group's compliance with the Computer Misuse Act 1990 and ensure it has correct technical details concerning the Services. Authorisation Forms shall be signed and completed fully and accurately by the Client. Further details regarding the Authorisation Form may be given in the relevant Service-Specific Module. NCC Group shall not be required to schedule or provide any Services until the Client has signed the Authorisation Form. Notwithstanding the above, the Client hereby confirms that it authorises NCC Group to access programs and data held on the System.
- 4.3 It is a condition that the Client shall (i) notify relevant employees that the Services have been scheduled and that the employees may be monitored, and, (ii) obtain the consent of any relevant third parties to enable the Services to be performed, which may include its internet service provider(s) and any third-party suppliers of the System, and, when requested by NCC Group, provide written evidence of such consent.
- 4.4 The Client shall not, directly or indirectly, during the Term and for a period of six (6) months thereafter, solicit or offer any inducement to work for the Client or a Client's Affiliate to a Consultant or any employee of NCC Group (or any of NCC Group's Affiliates) with whom the Client had contact during the delivery of the Services. For the avoidance of doubt, this clause shall not prohibit either party from soliciting or hiring any person who responds to a general advertisement or solicitation not specifically directed at employees or a party of its Affiliates, including but not limited to advertisements or solicitations through newspapers, trade publications or job sites/apps.
- 4.5 Other than in respect of an Affiliate, or where it has NCC Group's prior written consent, the Client represents and guarantees that it is not procuring, and will not procure, the Services for a third party.
- 4.6 Where a Client is procuring Services on behalf of an Indirect Client it is a condition of the Contract that:
 - 4.6.1 the Indirect Client will be disclosed in advance in writing to NCC Group and all details requested by NCC Group will be provided;
 - 4.6.2 before the relevant Services commence the Client will ensure the Indirect Client acknowledges that it has no direct relationship with NCC Group or its Affiliates;
 - 4.6.3 the Client will ensure the Indirect Client is aware that the disclosure of any relevant Report is at the Client's discretion; and
 - 4.6.4 before the relevant Services commence the Client shall (i) ensure any Indirect Client is aware of, and accepts the Services on the basis of, the Contract, (ii) as relevant, procure the compliance by any Indirect Client with the terms of the Contract as if it were the Client (including, in particular, clauses 4.2, 4.3, 4.4, 4.5, 6.3, 6.4 and 8.6), (iii) as regards data protection, ensure that the Indirect Client is aware that, where the Indirect Client is a controller, any provisions in the Contract relating to the Client as a controller, particularly those set out in clause 9, shall be construed as if they were directly applicable between the Indirect Client as the controller and NCC Group as the processor and (iv) be responsible for any breaches of the Contract by Indirect Clients as if they were its own (and any act or omission of any Indirect Client shall be deemed to be the act or omission of the Client).
- 4.7 Given NCC Group has no direct relationship with an Indirect Client in relation to the Services we expect the Client to raise any concerns or claims on behalf of Indirect Clients; accordingly the parties agree:
 - 4.7.1 the Client will bring any legal action, suit, claim or proceeding which an Indirect Client would otherwise have if it were a party to the Contract (each an "**Indirect Client Claim**") directly against NCC Group on behalf of such Indirect Client. Subject to the remainder of this clause 4.7, and clauses 4.5 and 4.6, for the purpose of any such Indirect Client Claim brought directly against NCC Group on behalf of an Affiliate, losses suffered by such Indirect Client shall (if proven) be deemed losses suffered by the Client and shall be deemed recoverable against NCC Group;
 - 4.7.2 the limitations and exclusions of liability contained in the Contract shall apply in aggregate to any claims brought by or on behalf of the Client and/or any Indirect Client, which claims shall not give rise to any increase in or multiplication of any cap placed upon NCC Group's liability; and
 - 4.7.3 the Client shall indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all losses, damages, fines, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature (including negligence, tort, breach of contract and breach of statutory duty) suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of any claim or action brought against NCC Group or its Affiliates by or in connection with an Indirect Client other than in accordance with clause 4.7.1.

5 Commencement & Cancellation

- 5.1 The Services or, if applicable, each Service Portion will commence on the date set out in the Statement of Works unless otherwise agreed in writing between NCC Group and the Client (the "**Start Date**").
- 5.2 Cancellation Fees shall, if applicable, be payable by the Client in accordance with relevant Service-Specific Modules.

6 Deliverables & Intellectual Property Rights (IPRs)

- 6.1 NCC Group shall, unless otherwise stated in the Statement of Works or otherwise agreed in writing between the Client and NCC Group, provide any Deliverables to the Client within twenty-eight (28) days of completion of the Services.
- 6.2 NCC Group may discuss ideas with the Client or show the Client draft Deliverables for comment by the Client. NCC does this on the basis that the Client will not rely on and it will have no liability in respect of such discussions or drafts unless and until the content is finalised.
- 6.3 NCC Group consents to the Client disclosing:
 - 6.3.1 a complete and unmodified report (being a Deliverable) ("**Report**") to any third parties which have a legitimate requirement to see the Report in order to support the Client such as an Indirect Client, a regulatory body, insurer or a Client's IT service provider, provided that they are not competitors of NCC Group ("**Legitimate Recipient**"); and
 - 6.3.2 a summary of some or all of the Report (redacted where considered appropriate by NCC Group) with NCC Group's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned),

on the condition that: (i) the Client ensures all third parties are under an obligation to keep the Report confidential, and (ii) the Client ensures that third parties acknowledge that the Report is for the sole benefit of the Client and so NCC Group owes them no duty of care, and (iii) the Client is liable for any loss or damage suffered by NCC Group in connection with the disclosure of the Report by the Client to a third party. For the avoidance of doubt, NCC Group does not consent to any general dissemination or publication of the Report.
- 6.4 The parties agree that:
 - 6.4.1 the ownership of IPRs which were in existence before the Start Date or which do not solely relate to the Client shall not transfer by virtue of the Contract save that those IPRs may be licensed in accordance with clause 6.4.3 to the extent incorporated into a Deliverable;
 - 6.4.2 any IPRs which come into existence as a result of the performance by NCC Group (and/or its Affiliates) of the Services shall belong to NCC Group (or, as appropriate its Affiliate(s));

- 6.4.3 the Client is hereby granted a non-exclusive, non-transferable licence to copy and use Deliverables:
- (c) for its internal purposes;
 - (d) to the extent set out in clause 6.3 (reports);
 - (e) as otherwise as necessary for the Client to use the Services for the purpose for which they are supplied; and
 - (f) in accordance with NCC Group's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned);
- 6.4.4 NCC Group and its Affiliates are hereby granted a non-exclusive, non-transferable licence to use the Client's IPRs in the performance of the Contract and, similarly, the Client hereby warrants and represents that it shall procure that the Indirect Client licences its IPRs to NCC Group and its Affiliates on the same terms.

7 Fees & Payment

- 7.1 Unless agreed otherwise in the Statement of Work or the Service-Specific Module, NCC Group shall invoice the Client for the Services in full after acceptance of the proposed Statement of Works or the Start Date (whichever is the earlier).
- 7.2 The Client agrees that its failure to issue a valid purchase order shall not prevent NCC Group from invoicing or being paid in respect of the Services. However, NCC Group may request that the Client provide a valid purchase order and, if such a purchase order is not received before the agreed Start Date, this may (at NCC Group's sole discretion) be deemed to be a cancellation of the Services by the Client for the purposes of clause 5 above.
- 7.3 Subject to clause 9.3.5, if NCC Group is requested or required to provide witness evidence, documents, information or other materials relating to the Services in any dispute, regulatory investigation or similar to which NCC Group is not a party then NCC Group may invoice the Client for any associated fees, costs and expenses.
- 7.4 The Client shall pay each invoice (including invoices for Cancellation Fees) in full and cleared funds to the bank account nominated in writing by NCC Group within thirty days (30 days) of the date of the invoice. All payments due under the Contract shall be made without any deduction by way of set off, counterclaim, discount or abatement or otherwise.
- 7.5 All prices quoted exclude VAT (or any other applicable sales tax) unless otherwise stated and VAT (or any other applicable sales tax) shall, where applicable, be payable on all Fees and Cancellation Fees.
- 7.6 The paying party shall make all payments due under the Contract to NCC Group without withholding or deduction of, or in respect of, any tax (being any tax, levy, impost, duty, charge or fee, or penalty or interest thereon) unless required by law. If any such withholding or deduction is required, the paying party shall, when making the payment to which the withholding or deduction relates, pay to NCC Group such additional amount as will ensure that NCC Group receives the same total amount that it would have received if no such withholding or deduction had been required.
- 7.7 If any sum payable under the Contract is not paid on or before the due date for payment the non-defaulting party will be entitled to charge the defaulting party interest on that sum at 4% per annum above the Bank of England Bank Rate from time-to-time, from the due date until either (i) the date of payment, if prior to a relevant judgment or (ii) the date of a relevant judgment (whichever is earlier), such interest to accrue on a daily basis.
- 7.8 Payment of invoices issued by NCC Group shall not be conditional upon NCC Group's use of any particular payment processing system or process or its agreement to additional terms. To the extent that any particular payment processing system or process ("**Payment Portal**") requires NCC Group to accept additional terms and conditions beyond those stated in the Contract or incur additional costs (internal or external), the Client shall compensate NCC Group for any such costs, expenses, liability or diminution of any payment due to NCC Group incurred in connection with use of the Payment Portal notwithstanding the Payment Portal's terms of use.

8 Confidentiality & Publicity

- 8.1 Without the other's prior consent, neither the Client nor NCC Group shall make any public announcement that the Services are being provided.
- 8.2 Subject to clauses 8.3 and 8.4, neither party shall disclose (or permit its Affiliates, any Indirect Clients, employees, agents and sub-contractors to disclose) any Confidential Information entrusted to it by the other party.
- 8.3 Clause 8.2 shall not apply to (i) information already in the receiving party's possession, or (ii) which comes into the public domain, other than by breach of this obligation by the receiving party or its Affiliates, any Indirect Clients, employees, agents and sub-contractors, or (iii) which is disclosed to the receiving party by a third party lawfully entitled to disclose the same, or (iv) which is developed by the other party or its Affiliates, employees, agents or sub-contractors independently of the Confidential Information or (v) which is required to be disclosed by a court of competent jurisdiction, pursuant to any law or regulation or by the rules of any stock exchange or (vi) disclosure in the national interest.
- 8.4 Each party will, where necessary, be entitled to disclose Confidential Information and Personal Data to (i) its Affiliates and its and their employees, agents, sub-contractors, professional advisors, auditors or insurers, (ii) Indirect Clients, (iii) any third party which is to support the delivery of Services or NCC Group's operations (including cloud service providers such as Microsoft Azure and Amazon Web Services who may store and process data), and (iv) regulators, governmental bodies and certifying bodies, provided that each such party will use all reasonable endeavours to ensure that such a recipient of Confidential Information and Personal Data is under a duty of confidentiality no less onerous than as set out in the Contract.
- 8.5 NCC Group shall be under no obligation to retain (and may Delete) Client's Confidential Information, Client's Customers' Confidential Information or Personal Data (where NCC Group is the controller) from its systems after the Term.
- 8.6 If the Client intends to disclose Confidential Information to NCC Group that is controlled by export controls or regulations, or that NCC Group would otherwise be prohibited from disclosing to persons who are not citizens or permanent residents of the country in which the disclosure is to be made, the Client shall: (i) provide written notice to NCC Group of such intended disclosure, (ii) detail any associated controls, regulations or restrictions in said notice, and (iii) upon disclosure, mark any documents containing such information with an obvious restrictive legend.
- 8.7 Subject to the obligations of confidence set out above in this clause 8, nothing in the Contract will prevent or restrict NCC Group from (i) providing services the same as or similar to the Services to other clients, or (ii) using or sharing for any purpose any knowledge, experience or skills gained during or arising from the performance of the Services. The Client acknowledges that NCC Group shall have no obligation to provide any information in its possession that is subject to an obligation of confidence to a third party even if that information would be helpful to the Client or assist in the provision of the Services.

9 Data Protection

- 9.1 The terms 'controller', 'processor', 'data subject', 'personal data breach', 'processing' and 'appropriate technical and organisational measures' are as defined in the Data Protection Legislation.
- 9.2 The parties hereby acknowledge and agree that the type of Services delivered will determine who is the controller and processor. In respect of Indirect Clients, the Client's attention is drawn to clause 4.6.4.

Client controller; NCC Group processor

- 9.3 Where the Client is a controller and NCC Group (or the relevant Affiliate) is a processor of any Personal Data disclosed by the Client to NCC Group (or its Affiliates) for the purposes of the Contract then NCC Group (or the relevant Affiliate) shall use the Personal Data only for the purposes of fulfilling its obligations under the Contract and shall:
- 9.3.1 subject to clause 9.3.5, process the Personal Data only in accordance with documented instructions from the Client, including with regard to transfers of personal data to a third country or to an international organisation. In that regard, the Client accepts and acknowledges that, in order to deliver the Services effectively and/or to meet the requirements of the Contract, NCC Group may, from time-to-time, need to transfer Personal Data into a third country or to an international organisation. The Client is referred to the relevant Service-Specific Module, Service Description and/or the Statement of Works which form part of the Contract and, unless it has informed NCC Group otherwise in writing, the Client hereby consents to any such transfers;
 - 9.3.2 only transfer Personal Data to a third country or international organisation if a finding of adequacy has been made in respect of the relevant country or if NCC Group has entered into contractual clauses which ensure a level of protection for personal data which is equivalent to the legal regime within the UK;
 - 9.3.3 put in place the appropriate technical and organisational measures required by the Data Protection Legislation necessary to ensure that the Personal Data is protected against accidental or unlawful loss, destruction, damage, unauthorised access, use, modification, disclosure or other misuse. NCC Group will provide its Information Security policy, or similar document, to the Client upon request;
 - 9.3.4 subject to clause 9.3.5, assist the Client to comply with its obligations set out in the Data Protection Legislation where the Data Protection Legislation requires NCC Group (as processor) to do so, taking into account the nature of processing and the information available to the NCC Group. In particular, NCC Group shall:

- 9.3.4.1 notify the Client if, in NCC Group's opinion, an instruction of the Client infringes the Data Protection Legislation;
- 9.3.4.2 provide information requested by the Client to enable it to respond to requests to exercise rights of data subjects made pursuant to the Data Protection Legislation as soon as reasonably practicable following receipt of a written request from the Client; and
- 9.3.4.3 notify the Client within 2 (two) Business Days of NCC Group becoming aware of a Personal Data breach, as defined in the Data Protection Legislation, by NCC Group, or any of its Affiliates. NCC Group will investigate any such Personal Data breach and provide a report to the Client setting out the results of such investigation as soon as reasonably practicable.
- 9.3.5 not be required to assist with the Client's own security, technology and related processes, in respect of which NCC Group has no insight other than as required by the Data Protection Legislation. NCC Group shall provide reasonable assistance pursuant to clause 9.3.4 free of charge;
- 9.3.6 permit the Client to conduct audits as required pursuant to the Data Protection Legislation. Any audit by the Client shall be conducted no more frequently than once a year (unless such audit is being carried out as a result of an actual or suspected breach by NCC Group of the Data Protection Legislation in which case there shall be no limit on the number of audits the Client is entitled to conduct) requiring no more than 2 (two) Business Days' input by NCC Group and shall be carried out on no less than 10 (ten) Business Days' notice and during NCC Group's usual business hours.
- 9.4 In the circumstances described in clause 9.3 above, and subject to clause 9.3.6, if Personal Data may be processed by another person under NCC Group's instruction (the "**Sub-processor**"), NCC Group shall obtain prior authorisation (such authorisation not to be unreasonably withheld or delayed) from the Client. Accordingly, the Client hereby authorises NCC Group to appoint: (i) its Affiliates, (ii) those entities identified in a relevant Service-Specific Module, Service Description or Statement of Works and (iii) those entities listed at www.nccgroup.com/subprocessors, as Sub-processors. NCC Group shall ensure such processing is governed by a contract or other legal act with obligations materially equivalent to those set out in the Contract and shall remain liable to the Client for the performance of any Sub-processors.
- 9.5 The Client warrants to NCC Group (and its Affiliates) that in order to disclose any personal data to NCC Group (and its Affiliates) and to otherwise allow NCC Group (and its Affiliates) to carry out its obligations under and incidental to the Contract, the Client:
 - 9.5.1 has all requisite authority and has obtained and will maintain (including by way of incorporating into all materials and processes through which Personal Data is captured) all necessary consents required, or otherwise has a valid lawful basis for such disclosure under the Data Protection Legislation;
 - 9.5.2 will immediately notify NCC Group should any such consents be revoked, including where any data subjects exercise their right to object to the processing of their personal data by NCC Group or its Sub-processors;
 - 9.5.3 has fully complied with all of its obligations under the Data Protection Legislation; and
 - 9.5.4 shall not do or omit to do anything that would place NCC Group in breach of the Data Protection Legislation, the Computer Misuse Act 1990, the Regulation of Investigatory Powers Act 2000 or any other relevant laws.
- 9.6 Pursuant to Article 28(3) of UK GDPR, certain information in respect of the processing to be carried out by NCC Group on behalf of the Client must be set out in the Contract. To comply with this requirement, the Client shall complete and return such information via a form that is contained within the Statement of Works (the "**Personal Data Form**"). If the Client: (i) does not complete and return the Personal Data Form, (ii) fails to comply with the requirements set out in clause 9.5.1, or (iii) gives notice pursuant to clause 9.5.2, then NCC Group will proceed to deliver the Services without processing any personal data on behalf of the Client to the extent technically possible and commercially reasonable. The Fees shall remain payable in full. The Client shall promptly notify NCC Group of any changes relating to the processing of personal data by NCC Group in the course of providing the Services by completing and returning a new copy of the Personal Data Form.
- 9.7 Unless otherwise required pursuant to the Data Protection Legislation or other applicable laws, NCC Group shall retain the Personal Data for the duration of the Services and thereafter may retain the Personal Data for a reasonable period and/or Delete the data without further reference to the Client.

Client controller; NCC Group controller

- 9.8 In certain circumstances, NCC Group may act as controller when processing personal data. This includes:
 - 9.8.1 when providing managed intelligence services;
 - 9.8.2 processing contact details in order to manage the relationship between the parties and for associated purposes such as invoicing and sales/marketing; and
 - 9.8.3 processing any Personal Data contained within the Deliverables.
- 9.9 In certain circumstances, the Client may act as Controller when processing NCC Group personal data. This includes:
 - 9.9.1 consultant screening/vetting information where the Client has an agreed requirement for, and/or a legal basis to conduct, screening in addition to the screening NCC Group already conducts;
 - 9.9.2 contact details processed in order to manage the relationship between the parties and for associated purposes such as payment of invoices; and
 - 9.9.3 any personal data contained within the Deliverables.
- 9.10 This section sets out the responsibilities on and the between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the "**Data Discloser**") may disclose to the other party Disclosed Personal Data collected by the Data Discloser for the Services. In this clause 9, "**Disclosed Personal Data**" means the personal data to be shared between the parties in the circumstances described at clauses 9.8 and 9.9 which will can include names, past and present contact details, educational history and job history.
- 9.11 Each party shall:
 - 9.11.1 ensure that it has all necessary notices and legal bases in place to enable lawful transfer and processing of the Disclosed Personal Data;
 - 9.11.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
 - 9.11.3 ensure compliance with any other legal obligations required under the Data Protection Legislation.
- 9.12 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
 - 9.12.1 promptly inform the other party about the receipt of any data subject access request;
 - 9.12.2 provide the other party with reasonable assistance in complying with any data subject access request;
 - 9.12.3 provide reasonable assistance to the other party, at the cost of the other party, when responding to appropriate requests from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators; and
 - 9.12.4 provide the other party with the contact details of at least one employee as point of contact and their responsible manager for all issues arising out of the Data Protection Legislation, including any requirements for reasonable assistance as per this clause 9.12.
- 9.13 NCC Consultants' personal data will not be held for more than 3 months after each Consultant's direct involvement with a Client has ceased, unless the Client informs NCC Group of any legal obligations which require the retention of this personal data. This data will not be used for any other purposes and the data will only be shared on a strict need to know basis.
- 9.14 NCC Group shall be under no obligation to retain (and may Delete) Client's Confidential Information or Client's Customers' Confidential Information from its systems after the Term.

Standard Contractual Clauses

- 9.15 All applicable transfers of Personal Data out of the European Union, European Economic Area, United Kingdom, and/or Switzerland to provide and/or facilitate the Services shall be governed by the Standard Contractual Clauses applicable to the transfer. For clarity, the Standard Contractual Clauses prevail over any other Contract Terms where they are applicable.

10 Liability

- 10.1 This clause 10 prevails over all other clauses and sets forth the entire Liability of NCC Group and its Affiliates, howsoever arising, in connection with the Contract subject only to terms contained in the Service-Specific Modules which may contain additional exclusions from NCC Group's liability which shall apply as set out therein. The limitations

of Liability under this clause 10 have effect in relation to both any Liability expressly provided for under the Contract and to any Liability arising by reason of the invalidity or unenforceability of any terms of the Contract.

10.2 Neither party excludes nor limits any liability for:

- 10.2.1 death or personal injury to the extent that it results from Negligence; or
- 10.2.2 any fraud or fraudulent misrepresentation; or
- 10.2.3 any other liability that cannot be excluded by law.

10.3 Except as provided for in clause 10.2, and subject to clause 10.4 and any exclusions contained in the Service-Specific Module(s), NCC Group's total Liability shall not exceed either the applicable financial limit for each category of liability specified below or, in connection with the Contract in aggregate, the sum of £2,000,000 (two million pounds). Subject to the aforesaid aggregate limit, NCC Group's Liability for each of the following categories shall be limited as follows:

- 10.3.1 in respect of Liability for loss of or damage to tangible property (including real property) the sum of £1,000,000 (one million pounds);
- 10.3.2 in respect of Liability for infringement of a third party's intellectual property rights the sum of £1,000,000 (one million pounds);
- 10.3.3 in respect of Liability for loss or damage relating to Client's Confidential Information the sum of £1,000,000 (one million pounds);
- 10.3.4 in respect of Liability for loss or damage relating to Client's Customers' Confidential Information (if applicable) the sum of £500,000 (five hundred thousand pounds);
- 10.3.5 in respect of Liability for loss or damage relating to personal data the sum of £1,000,000 (one million pounds); and
- 10.3.6 in respect of all other Liability in connection with the Contract, such Liability shall not exceed an amount equal to one hundred and fifty percent (150%) of the Fees paid under the Contract as at the date such liability arose.

10.4 Except as provided in clause 10.2 above, NCC Group shall not be Liable for:

- 10.4.1 any loss, claims, demands, actions, costs, expenses or liabilities arising from or in connection with any materials and/or instructions supplied by (i) the Client, (ii) any Indirect Client or (iii) any third party acting on behalf of the Client of Indirect Client, which are incomplete, incorrect, inaccurate, illegible or defective in any other way;
- 10.4.2 loss of (i) actual or anticipated profits or (ii) revenue;
- 10.4.3 (i) loss of goodwill or (ii) damage to reputation;
- 10.4.4 loss of (i) business or (ii) contracts;
- 10.4.5 loss of anticipated savings;
- 10.4.6 loss, deletion or corruption of any data and/or undertaking the restoration and/or recovery of data or software restoration;
- 10.4.7 any special, indirect or consequential loss;

and each such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of doubt, clauses 10.4.1 to 10.4.6 above apply whether such damage is direct, indirect, consequential or otherwise.

10.5 Subject to NCC Group's obligation to perform the Services with reasonable skill and care, and in accordance with the terms of the Contract, the Client accepts and acknowledges that all Services performed by NCC Group reflect the state of the Client's systems, software, data, processes, infrastructure etc. (as relevant to the Services concerned) as at the date that the Services are provided, and that the nature of the Services means that any results provided may not be exhaustive. The Client further accepts and acknowledges that the Services reflect the level of information reasonably available to NCC Group when performing the Services. As such, NCC Group does not warrant or guarantee the accuracy of the Services beyond the date that they were performed, nor does NCC Group represent, warrant or guarantee that any findings and conclusions contained in the Deliverables are exhaustive.

11 Termination

11.1 NCC Group reserves the right to immediately suspend, delay or withdraw from the Services without notice if, in its opinion (acting reasonably), information required for satisfactory completion of the Services and requested by NCC Group in writing is either not promptly provided or is inaccurate or inadequate PROVIDED THAT the Client has been given (where reasonably possible) not less than three (3) days' notice of NCC Group's intention to suspend, delay or withdraw.

11.2 NCC Group may terminate the Contract (and any licence granted under clause 6.4.3) immediately by giving notice to the Client if (i) the Client fails to pay any amount due under the Contract by the due date for payment, and (ii) it remains in default five (5) or more Business Days after the Client has been notified that the payment is overdue.

11.3 Either party may at any time terminate the Contract by giving written notice to the other if:

- 11.3.1 the other breaches any condition; or
- 11.3.2 subject to clause 11.3.1 above, the other commits any material breach of the Contract and (if capable of remedy) fails to remedy the breach within twenty-eight (28) days after being required by written notice from the other party to do so; or
- 11.3.3 the other party stops trading, is unable to pay its debts and/or an Insolvency Situation arises.

11.4 Additional rights of termination may be set out in the relevant Service-Specific Module or Statement of Works, in which case such additional rights will apply in addition to those set out in this clause 11.

11.5 Without prejudice to clauses 5, 7 or the terms of any Service-Specific Module or Statement of Work, the Client shall be liable for any Fees and Cancellation Fees up to and including the date of any suspension, delay, withdrawal or termination and these may be invoiced immediately despite any other provision in the Contract.

12 Anti-Bribery and Modern Slavery

12.1 Both parties will comply with:

- 12.1.1 all applicable Anti-Bribery Laws and neither party will offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act; and
- 12.1.2 any applicable anti-slavery legislation (including the Modern Slavery Act 2015). NCC Group is committed to ensuring that there is no modern slavery or human trafficking in its supply chains or in any part of its business and its Anti-Slavery Policy and Human Trafficking Statement are publicly available on its website.

13 Third Party Rights

13.1 The parties do not intend that any term of the Contract will be enforceable by any person who is not a party to the Contract under the Contracts (Rights of Third Parties) Act 1999 other than NCC Group's Affiliates.

14 Force Majeure

14.1 A party (which for the purposes of this clause shall include its employees, officers, Affiliates', agents' and contractors') will not be in breach of (i) the Contract, or, (ii) otherwise liable to the other for any failure to perform or for any delay in performing obligations under the Contract (and it reserves the right to defer the date of provision of the Services or suspend the Services if prevented from or delayed in performing obligations under the Contract), due to circumstances beyond its reasonable control including any act of God; governmental actions; governmental advice against all or non-essential travel; war or national emergency; acts or threats of terrorism; protests; riot; civil commotion; fire; explosion; flood; epidemic; lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce); restraints or delays affecting carriers; inability or delay in obtaining supplies of adequate or suitable materials or equipment; inability to access premises; breakdown or failure of technology or machinery; changes in law which result in the provision of Services as set out in the Contract being or becoming illegal in any relevant jurisdiction; cessation or suspension of any relevant accreditation or connected scheme; theft or malicious damage to a party's property (whether physical or intangible); and/or, failure of a utility service or transport or telecommunications network PROVIDED THAT if the event in question continues for a continuous period in excess of thirty (30) days, either party shall be entitled to terminate the Contract immediately by giving notice in writing to the other party.

15 General

- 15.1 All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. Subject to clause 10.2, neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person) which is not expressly set out in the Contract and the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract.
- 15.2 Any notice sent under the Contract shall be in writing (i) addressed to the other party at its registered office or principal place of business or such other address as may be notified by each party to the other time-to-time or (ii) if sent to NCC Group by email, it shall be addressed to legalteam@nccgroup.com. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand, by e-mail or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, and, (b) if sent by e-mail, at 11.00 am on the first Business Day after sending, (c) if sent by pre-paid first-class post or other next working day delivery service, at 11.00 am on the second Business Day after posting or at the time recorded by the delivery service. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 15.3 A delay in exercising, or failure to exercise, a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 15.4 Save where the Client merges, is acquired or has substantially all of its assets acquired by a separate legal entity and the new entity or acquirer agrees to assume all of their obligations and liabilities under the Contract, it may not assign, transfer, charge or deal in any other manner with any of its rights under the Contract without having obtained the prior written consent of NCC Group.
- 15.5 Notwithstanding clause 15.4, NCC Group shall be entitled to sub-contract some or all of the Services to any of its Affiliates without the prior written consent of the Client provided that NCC Group remains liable for the acts or omissions of its Affiliates as if they were NCC Group's own acts or omissions.
- 15.6 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.
- 15.7 The Contract shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts, except for enforcement proceedings where the English courts shall have non-exclusive jurisdiction.
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APPENDIX 1 (SERVICE-SPECIFIC MODULES)

SERVICE-SPECIFIC MODULE CALIBRATE

Supplementing NCC Group Terms and Conditions for the Supply of Services (UK), General Terms and Conditions

1 Contract Structure and Interpretation

- 1.1 This Service-Specific Module sets out the terms and conditions applicable to the Calibrate Service and is to be read in conjunction with the General Terms and Conditions.
- 1.2 The General Terms and Conditions apply to this Service-Specific Module and the capitalised terms in this Service-Specific Module shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise herein.

2 Definitions:

“**Calibrate**” means the add-on service supplementing the Primary Service whereby NCC Group provides the Client with a summary of how the Client’s cyber security standards score, in NCC Group’s reasonable view, against industry benchmarks set by NCC Group with reference to data collated by NCC Group in relation to the Client’s Peers;

“**Calibrate Portal**” means any web-based facility through which the Client can access the results of the Calibrate Service;

“**Calibrate Report**” means the report which is provided to the Client via the Calibrate Portal which contains the reference points for the Calibrate benchmarking;

“**Peers**” means other entities who, in NCC Group’s sole reasonable opinion, are in the same or a similar industry to one another and have an annual turnover and employee number similar to that of the Client; and

“**Primary Service**” means the Service or Services specified in the Statement of Works which are the basis of the Calibrate service.

3 Client’s Duties:

- 3.1 The Client agrees:
 - 3.1.1 to provide reasonable cooperation to NCC Group when requested (including access to people, premises, systems and equipment owned, operated or controlled by the Client) to enable NCC Group to perform the Services;
 - 3.1.2 to use any software and/or hardware which NCC Group (and its Affiliates) supplies to the Client as part of the Calibrate Service for lawful purposes, solely to the extent necessary to receive the benefit of the Calibrate Service and in accordance with any applicable licence terms and NCC Group’s (and its Affiliates) instructions provided from time to time;
 - 3.1.3 to assume all liability and to indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their respective officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of the provision of the Calibrate Services, save to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group’s breach of the Contract;
 - 3.1.4 that ownership of all Intellectual Property Rights in the Calibrate Portal and Calibrate Report remains with NCC Group;
 - 3.1.5 that nothing in this Contract will operate to transfer to the Client or to grant to the Client any licence or other right to use the Calibrate Portal except to the extent necessary to enjoy the benefit of the Calibrate Service and in compliance with NCC Group’s acceptable use policy in respect of the Calibrate Portal in force from time to time. NCC Group may at its absolute discretion suspend the Client’s access to the Calibrate Portal if the Client uses the Calibrate Portal in breach of the Contract or acceptable use policy;
 - 3.1.6 that if NCC Group (or its Affiliates) requires any of the Client’s Intellectual Property Rights to be used in connection with the Calibrate Portal the Client shall grant to NCC Group a non-exclusive, royalty free, licence to use such Intellectual Property Rights solely for the purposes of providing the Calibrate Portal;
 - 3.1.7 to warrant that, in respect of the Client’s Intellectual Property Rights referenced in clause 6.4.4 of the General Terms and Conditions, the Client has the right to licence such Intellectual Property Rights and, in doing so, is not infringing upon the Intellectual Property Rights of a third party;
 - 3.1.8 to ensure that its access credentials for the Calibrate Portal are stored securely and only used by those employees of the Client that are expressly authorised by the Client to access the Calibrate Portal and are not shared with any other person. The Client shall take all reasonable steps to prevent any unauthorised access to the Calibrate Portal and will immediately notify NCC Group if it becomes aware of any such access;
 - 3.1.9 to ensure that all employees of the Client that are expressly authorised by the Client to access the Calibrate Portal adhere to the Terms of Use for the Calibrate Portal which are available upon request;
 - 3.1.10 that the scope of the pool of industry Peers is limited to those for whom NCC Group has data and is not all Peers worldwide or within an individual territory
 - 3.1.11 that NCC Group has sole discretion in selecting the relevant Peers and that NCC Group cannot be obliged to disclose details of the Peers to the Client; and
 - 3.1.12 that the Calibrate Report only represents a snapshot of the Client’s benchmark in relation to its Peers at a point in time and that this is subject to the limitations contained within clause 10.5 of the General Terms and Conditions.

4 NCC Group’s Duties

- 4.1 NCC Group shall ensure that:
 - 4.1.1 Calibrate Reports are uploaded to the Calibrate Portal at the frequencies specified in the Statement of Works, and
 - 4.1.2 the Calibrate Portal will be available to the Client in accordance with the terms outlined in the Terms of Use for the Calibrate Portal.

5 Cancellation

- 5.1 The parties agree that any Fees paid or payable in relation to the Calibrate Services are non-refundable. Accordingly, if the Contract is terminated or the Calibrate Services are cancelled, NCC Group will be entitled to retain such Fees (and be paid for all amounts that are as at that date invoiced but unpaid) and no refunds or credits will be given.

6 Liability

- 6.1 Subject to clause 10.2 of the General Terms and Conditions, NCC Group excludes all liability for:
 - 6.1.1 any use or misuse of information accessed due to another person being informed of or gaining access to the Client’s user names and passwords, and
 - 6.1.2 NCC Group’s failure to deliver the Calibrate Service due to the Client’s failure to comply with its obligations outlined in the Service-Specific Module applicable to the Primary Service.

**SERVICE-SPECIFIC MODULE
COMMERCIAL EVALUATION FACILITY SERVICES**

Supplementing NCC Group Terms and Conditions for the Supply of Services (UK), General Terms and Conditions

1 Contract Structure and Interpretation

- 1.1 This Service-Specific Module sets out the terms and conditions applicable to the NCC Group Commercial Evaluation Facility (**"CLEF"**) services and is to be read in conjunction with NCC Group's General Terms and Conditions, which apply to this Service-Specific Module.
- 1.2 Capitalised terms in this Service-Specific Module shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise.
- 1.3 Clauses 1 to 7 of this Service-Specific Module apply to all CLEF Services. The Schedules attached to this Service-Specific Module set out additional terms and conditions that are applicable to the individual CLEF Scheme Providers.
- 1.4 To the extent that there is any conflict between (i) Clauses 1-7 of this Service-Specific Module and (ii) a Schedule to this Service-Specific Module, the relevant Schedule shall take precedence in respect of the applicable CLEF Scheme Provider to which it relates.

2 Definitions:

"Assurance Maintenance Services" means ongoing testing and evaluation of the Product following changes made to the Product to ensure continuing compliance with the Scheme Requirements;

"CPNI" means the Centre for the Protection of National Infrastructure;

"Evaluation-Specific Materials" means the kit, equipment or hardware which is required in order to conduct the Evaluation;

"NCSC" means the National Cyber Security Centre in the UK;

"Product" means the Client's software or hardware product that is the subject of the Product Assurance Services; and

"Product Assurance Services" means the testing of the Product against the Scheme as specified in the Statement of Works;

"Report" means the Evaluation Summary Report (or similar reporting document) to be prepared by NCC Group as the output of the Product Assurance Services;

"Scheme" means an evaluation scheme which is overseen by the Scheme Provider;

"Scheme Provider" mean an independent and impartial organisation, including but not limited to, NCSC and CPNI, who operate and administer the Scheme;

"Scheme Requirements" means the requirements specified within the relevant Scheme as defined in the relevant Schedule;

"SIA" means a Security Impact Analysis document in the form specified by NCC Group; and

"Source Code" means the source code of the software or firmware that makes up the Product, or of any software or firmware that is contained within the Product, including where the same is licensed from a third party.

3 Client's Duties

- 3.1 The Client agrees:
 - 3.1.1 that at all times when performing the Services, NCC Group is acting as an official test lab and, as such, NCC Group is required to act at all times in accordance with both the rules and procedures specified by the Scheme and NCC Group's ISO 17025 accreditation, even if instructed otherwise by the Client;
 - 3.1.2 that NCC Group is dependent upon certain third parties that operate, administrate or are otherwise involved with the Scheme, including the Scheme Provider) in order to perform the Product Assurance Services. As such, the time required for performance of the Product Assurance Services will be dependent upon response times from such third parties;
 - 3.1.3 that the Product Assurance Services provided by NCC Group offer no guarantee that the Product under assessment will meet the Scheme Requirements and the Product may consequently fail the assessment. Any certificates are provided by the Scheme Provider, and payment of the Fees is due upon completion of the Report;
 - 3.1.4 that the Scheme Provider may review, amend, update, replace, withdraw or issue new Scheme Requirements as may be required from time to time and NCC Group shall not be liable to the Client to the extent that the Evaluation is no longer valid or applicable;
 - 3.1.5 to provide NCC Group with access to Source Code to the extent reasonably required by NCC Group to perform the Product Assurance Services. If the Client is unable to provide the Source Code to NCC Group to examine at NCC Group's premises, then the Client must provide NCC Group with access to reasonable facilities at which NCC Group may examine the Source Code. Expenses may be chargeable for NCC Group's travel to any such facilities;
 - 3.1.6 to provide NCC Group with full and accurate design documentation relating to the Product and that of any third party components that form part of the Product;
 - 3.1.7 that it shall be responsible for all aspects of organising and facilitating with the relevant third party suppliers access for NCC Group to third party software, hardware, design documents or other materials relating to the Product as reasonably necessary for NCC Group to perform the Product Assurance Services;
 - 3.1.8 to appoint a designated project manager to represent the Client and with whom NCC Group can liaise regarding all aspects of the Product Assurance Services, as well as a person to serve as a point of contact for the Consultant(s) while working on the Client's or its third party supplier's premises who can provide reasonable assistance to NCC Group upon request;
 - 3.1.9 to provide necessary access to the Client's premises, systems and equipment as reasonably required by NCC Group to enable the Consultant to perform the Product Assurance Services and to ensure that, where NCC Group is required to witness the Client's performance of a specific activity, the necessary people and resources are available at the time agreed for the same to take place;
 - 3.1.10 that NCC Group will perform the Product Assurance Services against a stable version of the Product as provided to NCC Group by the Client prior to the Start Date. The Client may provide NCC Group with updated versions of the Product after the Start Date; however, if it does, NCC Group reserves the right to: (i) charge additional Fees to cover any repeat testing that is required; and/or (ii) to extend any deadlines and dates for performance agreed in the Statement of Works;
 - 3.1.11 NCC Group may be required to allow the Scheme Provider to inspect or supervise its performance of the Services. In such cases, NCC Group shall be permitted to allow such supervision and to disclose Client's Confidential Information and/or Client's Customers' Confidential Information to the Scheme Provider to the extent reasonably required, including providing copies of the Reports where applicable;
 - 3.1.12 that the time needed for NCC Group to perform the Product Assurance Services is dependent on the number and quality of the Product(s) made available to NCC Group and agrees to provide any additional items or copies of the Product (or any components of the Product) that NCC Group may reasonably request in order to expedite performance of the Product Assurance Services; and
 - 3.1.13 that for every 10 (ten) days of Product Assurance Services that are to be performed, NCC Group reserves the right to schedule 1 day of project management office time (**"PMO Time"**). PMO Time will be used to assess and organise the performance of the Product Assurance Services with the aim of avoiding wasted time and ultimately reducing costs for the Client. NCC Group shall have no obligation to provide PMO Time, and the Fees for PMO time will be charged at the full day rate as set out in the Statement of Works.

4 Assurance Maintenance

- 4.1 Where the Client has entered into a Contract for Assurance Maintenance Services (as specified in the Statement of Works) the Client shall order such Services by submitting an SIA to NCC Group at the email addressed specified by NCC Group from time to time. The SIA must be in the form reasonably specified by NCC Group.
- 4.2 The Client agrees that submission of the SIA will automatically incur a minimum charge of one day (at the rate specified in the Statement of Works) to cover the initial review and analysis of the SIA by NCC Group (the **"Initial Charge"**). The Initial Charge may increase to more than one day in the event that the information provided by

the Client is: (i) excessive so as to reasonably require NCC Group to spend additional time filtering or analysing such information; and/or (ii) inaccurate or incomplete so as to reasonably require NCC Group to raise questions and discuss with the Client in order to elicit the required information. The Initial Charge will be payable even if no further Services are carried out.

- 4.3 Following submission of the SIA, NCC Group will determine (in its sole discretion) how the changes will be assessed in line with the Scheme. Such determination will be made by NCC Group in accordance with the rules and guidelines issued by the Scheme. NCC Group will then prepare and return to the Client a proposal based on the details in the SIA and following the selected process.
- 4.4 The Client accepts and acknowledges that, for any SIA that results in additional work, it is not always possible for NCC Group to provide a fixed figure for the applicable Fees prior to the Services being carried out. As such, the Client commits to paying the Fees as notified to it by NCC Group following completion of the Services.

5 Liability

- 5.1 Further to clause 3.1.1 above, as some elements of the Product Assurance Services require NCC Group to obtain information and/or approval from third parties (including but not limited to the Scheme Providers), NCC Group shall not be liable for any failure to meet any agreed times for response or delivery of the Product Assurance Services as stated in the Statement of Works to the extent that the same is due to a delay in the response by such third parties to NCC Group.
- 5.2 NCC Group shall have no liability to the Client to the extent that the Schemes are: (i) withdrawn; or (ii) amended by Scheme Provider (or any other party with authority over them or the Client's participation in them) such that NCC Group is no longer able to perform the Product Assurance Services using its commercially reasonable efforts.
- 5.3 NCC Group shall have no liability to the Client in the event that the Product is damaged in any way during the provision of the Services.

6 Ownership of System

- 6.1 Ownership of the Product and all Intellectual Property Rights in the Product remain at all times with the Client and/or its third party suppliers (as applicable).

7 Cancellation and Rescheduling

- 7.1 The CLEF Services or, if applicable, each Service Portion will commence on the date set out in the Statement of Works unless otherwise agreed in writing between NCC Group and the Client (the "**Scheduled Date**").
- 7.2 The Client accepts and acknowledges that NCC Group often orders Evaluation-specific materials and allocates Consultants weeks in advance and would suffer a loss should the CLEF Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that NCC Group shall have sole discretion to charge the Client (as genuinely pre-estimated liquidated damages) an amount (the "**Cancellation Fees**") to reflect the losses which NCC Group will incur if such cancellation or rescheduling is requested within a set number of days of the Scheduled Date.
- 7.3 The Cancellation Fees shall be calculated as the cost of the Evaluation-Specific Materials plus a percentage of the Fees that correspond to the days scheduled by NCC Group for provision of the CLEF Services or the relevant Service Portion (as applicable) (the "**Scheduled Days Cost**"). The relevant percentages and time periods as referred to in the General Terms and Conditions are as follows:
 - 7.3.1 cancellation request 8-21 days before the Start Date: 50% of the Scheduled Days Cost;
 - 7.3.2 rescheduling request 8-14 days before the Start Date with firm re-booking date: 50% of the Scheduled Days Cost; and
 - 7.3.3 cancellation or rescheduling request within 7 days of the Start Date: 100% of the Scheduled Days Cost.
- 7.4 For the avoidance of doubt: (i) failure by the Client to provide NCC Group with access to the Product; and/or (ii) failure by the Client to comply with any of its other obligations set out in clause 3.1 above, that in either case means that NCC Group cannot perform the Product Assurance Services despite using its commercially reasonable efforts to overcome the Client's failure, shall be deemed to be a cancellation by the Client made within 7 days of the Start Date. In such circumstances, a Cancellation Fee shall be payable as described in this clause **Error! Reference source not found.**

8 Industry Notifications

- 8.1 Subject to the remainder of this clause, NCC Group and/or its Affiliates may elect to notify relevant third-party software and systems vendors of the existence of critical vulnerabilities discovered during performance of the Product Assurance Services. NCC Group will only make such a notification where it reasonably considers that the existence of the vulnerability should be brought to the relevant vendor's attention to prevent harm to other users of the software or systems, and that NCC Group making the notification is generally in the public interest. NCC Group will limit the content of any notification to the existence of the vulnerability in question and will not provide any data or information specific to the Client or which might reasonably be expected to identify the Client. In all cases, NCC Group will never make such a notification in a way that would cause NCC Group to breach its obligations owed to the Client regarding confidentiality and data protection, or any other provision of the Contract unless it is required to do so by law.

Schedule A – NCSC SCHEMES

1 Contract Structure and Interpretation

- 1.1 This Schedule A sets out the additional terms and conditions applicable to NCSC Schemes (including the CPA Scheme, CAS(S) Scheme and CTAS Scheme) and is to be read in conjunction with the remainder of this Service-Specific Module.

2 Definitions

“**AMAP Process**” means the process followed by NCC Group when performing the Assurance Maintenance Services where it has been determined that reference to NCSC will be necessary;

“**AMRR Process**” means the process followed by NCC Group when performing the Assurance Maintenance Services where it has been determined that reference to NCSC will not be necessary;

“**CAS(S) Scheme**” means the NCSC Commodity Assurance Services Scheme (Sanitisation Services);

“**CPA Scheme**” means the NCSC Commercial Product Assurance standards; and

“**CTAS Scheme**” means the NCSC Tailored Assurance Scheme (formally the CSEG Tailored Assurance Scheme).

3 Evaluation

- 8.2 The Client acknowledges and accepts that:

8.2.1 NCC Group requires written approval from NCSC in respect of the Evaluation and NCSC’s decision is final in respect of this. There is no dispute resolution process if the Evaluation is not approved;

8.2.2 NCC Group is required to provide a copy of the Report to NCSC following the Evaluation;

8.2.3 it is NCSC’s decision as to whether or not to award a certification in respect of the Evaluation and its decision is final, with no process for dispute resolution between the Client and NCSC, and

8.2.4 NCSC may withdraw a Scheme at any time and any associated Certification may be discontinued as a result.

- 8.3 In respect of the CPA Scheme, the Client acknowledges and accepts that:

8.3.1 following submission of the SIA in accordance with clause 4 of the Services-Specific Module, NCC Group will determine (in its sole discretion) whether it will be necessary to follow the AMRR Process or the AMAP Process. Such determination will be made by NCC Group in accordance with the rules and guidelines issued by NCSC. NCC Group will then prepare and return to the Client a proposal based on the details in the SIA and following the selected process; and

8.3.2 for any SIA that results in following the AMRR process, it is not possible for NCC Group to provide a fixed figure for the applicable Fees prior to the Services being carried out. As such, the Client commits to paying the Fees as notified to it by NCC Group following completion of the Services. For any SIA that results in following the AMAP process, the Fees will be specified in the proposal produced for that SIA.

Schedule B – CPNI Evaluation Schemes

4 Contract Structure and Interpretation

- 1.1 This Schedule B sets out the additional terms and conditions applicable to CPNI Evaluation Schemes (including but not limited to the CAPSS Scheme, TKR Scheme and AACS Scheme) and is to be read in conjunction with the remainder of this Service-Specific Module.

5 Definitions:

“**AACS**” means the CPNI Automatic Access Control Systems standards;

“**CAPSS**” means the CPNI Cyber Assurance for Physical Security Systems standards;

“**CPNI Standard**” means the requirements and standards devised by CPNI that a Product must meet in order to be included in its CSE;

“**Critical National Infrastructure**” means those infrastructure assets (physical or electronic) that are vital to the continued delivery and integrity of the essential services upon which the UK relies, the loss or compromise of which would lead to severe economic or social consequences or of loss of life;

“**CSE**” means the Catalogue of Security Equipment which is a catalogue of equipment maintained by CPNI that CPNI has assessed as being suitable for inclusion in the Critical National Infrastructure; and

“**TKR Scheme**” means the CPNI Token, Keypad and Reader standards.

6 Evaluation

- 8.4 The Client acknowledges and accepts that:

8.4.1 NCC Group cannot disclose the CPNI Standard against which the Product will be tested;

8.4.2 the Client may be prohibited, at CPNI's sole discretion, from observing all or part of the Evaluation;

8.4.3 the Client will keep confidential all aspects of the Evaluation which it has observed or are disclosed to it by NCC Group or CPNI including but not limited to any testing methodology and / or the results of testing (which may not be disclosed to any third party without the prior written permission of CPNI), and

8.4.4 CPNI may, at its sole discretion, redact the Report if it deems it to be either necessary or appropriate and that the Client may therefore receive a Report which is redacted.

**SERVICE-SPECIFIC MODULE
CONSULTANCY AND/OR AUDIT SERVICES**

Supplementing NCC Group Terms and Conditions for the Supply of Services (UK), General Terms and Conditions

1 Contract Structure and Interpretation

- 1.1 This Service-Specific Module sets out the terms and conditions applicable to Consultancy and/or Audit Services and is to be read in conjunction with the General Terms and Conditions.
- 1.2 The General Terms and Conditions apply to this Service-Specific Module and the capitalised terms in this Service-Specific Module shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise herein.

2 Definitions:

“**Consultancy and/or Audit Services**” means those consultancy or audit services detailed in the Statement of Works;

“**PCI**” means Payment Card Industry;

“**PCI SSC**” means Payment Card Industry Standards Security Council;

“**ROC**” means the report on compliance created by NCC Group as part of the Audit Services; and

“**Scheduled Days Cost**” means Fees that correspond to the days scheduled by NCC Group for provision of the Services or the relevant Service Portion (as applicable).

3 Client's Duties

- 3.1 The Client agrees:
- 3.1.1 to arrange a mutually convenient time and date with NCC Group for the performance of the Consultancy and/or Audit Services;
- 3.1.2 to provide NCC Group with prompt access to all staff, premises, systems and equipment owned, operated or controlled by the Client it requires for the duration of the Consultancy and/or Audit Services;
- 3.1.3 to co-operate with NCC Group and to provide it promptly with information NCC Group requires in order to provide the Consultancy and/or Audit Services;
- 3.1.4 to ensure that, where the Consultancy and/or Audit Services are taking place on its premises:
- 3.1.4.1 the premises are safe at all times;
- 3.1.4.2 a suitable working space is provided for the Consultant which shall include a desk, internet access and, where necessary to perform the Services, access to networks, data centres, server rooms and/or switch rooms to perform the Services.
- 3.1.5 to indemnify, keep indemnified and hold harmless NCC Group in full and on demand from and against all liabilities, direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which NCC Group incurs or suffers directly or indirectly in any way whatsoever arising out of or in connection with any claim or action against NCC Group for death and/or personal injury arising out of the Client's failure to provide safe premises;
- 3.1.6 that, where NCC Group is carrying out PCI related Services for the Client, NCC Group may be obliged to disclose assessment results, including ROCs, to PCI SSC or any then current member of PCI SSC in order to verify the reliability and accuracy of its assessments;
- 3.1.7 that, where NCC Group is carrying out Consultancy and/or Audit Services in respect of MasterCard or Visa, NCC Group may be obliged to disclose to MasterCard or Visa evidence in support of the audit results;
- 3.1.8 it is responsible (in consultation with NCC Group) for determining that the scope of the Services as set out in the Statement of Works is appropriate for its needs;
- 3.1.9 nothing in the Deliverables or Services shall be deemed to be confirmation from NCC Group that the Client's operations, methodology, systems, or equipment is fully compliant with all aspects of the Data Protection Legislation and, subject to clause 10.2 of the General Terms and Conditions, NCC Group excludes all liability arising out of the Client's assertion that this is the case;
- 3.1.10 that other than as set out in a Statement of Works, NCC Group will not audit or otherwise test or verify the information provided to it by the Client or on behalf of the Client in the course of the Services. NCC Group shall be entitled to rely on all information provided to it by the Client and on the Client's decisions and approvals in connection with the Services and to assume that all such information provided to NCC Group from whatever sources is accurate, complete and not misleading;
- 3.1.11 NCC Group's role is to provide the Client with advice and recommendations for its consideration and the Client remains solely responsible for managing all aspects of its business, for taking all decisions and operating all accounting, internal control or management information systems. This includes applying its independent business judgement to evaluate any advice or recommendations that NCC Group provides. The Client shall decide whether NCC Group's advice or recommendations make sense in the context of its business, and whether it wishes to rely on, implement or act on it;
- 3.1.12 that unless provided otherwise in the Statement of Works, NCC Group has no responsibility to update any Deliverables for events occurring after the earlier of: (1) the date the Services are completed; and (2) the date the Client first makes use of the Deliverables;
- 3.1.13 that NCC Group will not monitor the continuing relevance or suitability of the Deliverables, Services or ROCs for the Client's purposes;
- 3.1.14 where the Services are being performed in connection with the assessment of the Client or its products against a standard or scheme operated by a third party accreditation or approval body, NCC Group may be required to allow such third party accreditation or approval body to inspect or supervise its performance of the Services. In such cases, NCC Group shall be permitted to allow such supervision and to disclose Client's Confidential Information and/or Client's Customers' Confidential Information to such third party accreditation or approval body to the extent reasonably required, including providing copies of the Deliverables where applicable; and
- 3.1.15 Consultants will not be legally qualified. As such, the Client accepts and acknowledges that, while NCC Group and/or its Consultants may in the performance of the Services identify issues of a legal nature impacting the business, technical processes and/or procedures of the Client and/or give opinions and recommendations based on its industry experience and expertise, (i) Consultants are not legal qualified and (ii) any such identification of issues by NCC Group is provided pursuant to the terms of the Contract and cannot be taken to represent legal advice. The Client is advised to seek independent legal advice if it feels it is necessary to do so.

4 Liability

- 4.1 Where NCC Group is performing the Consultancy and/or Audit Services to assess the Client's compliance with rules or standards defined by a third party accreditation or approval body (including those defined by the PCI), the Client accepts and acknowledges that NCC Group can only advise on its interpretation of such rules or standards derived from its experience and expertise in the industry. Specifically, the Client accepts and acknowledges that NCC Group cannot guarantee the Client's compliance with the relevant rules and standards, which is ultimately determined by the third party accreditation or approval body in its sole discretion.
- 4.2 Subject to clause 10.2 of the General Terms and Conditions, NCC Group excludes all liability for any use or misuse of information, the Deliverables and/or other materials provided by NCC Group arising as a result of the Client's breach of clause 3.1.

5 Cancellation and Rescheduling

- 5.1 The Client accepts and acknowledges that NCC Group allocates Consultants weeks or months in advance and would suffer a loss should the Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that it shall pay to NCC Group (as genuinely pre-estimated liquidated damages) the following amount to reflect the losses which NCC Group will incur if such cancellation or rescheduling (the “Cancellation Fee”):

- 5.1.1 cancellation request 8-21 days before the Start Date: 50% of the Scheduled Days Cost;
 - 5.1.2 rescheduling request 8-14 days before the Start Date with firm re-booking date: 50% of the Scheduled Days Cost; and
 - 5.1.3 cancellation or rescheduling request within 7 days of the Start Date: 100% of the Scheduled Days Cost.
- 5.2 Charging of the Cancellation Fee is at NCC Group's discretion. NCC Group will use reasonable commercial efforts to re-deploy Consultants to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy Consultants, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 5.3 If the Client re-books the Services for another date, the Fees for the Services as re-booked will be payable in addition to any Cancellation Fee.

6 Fees and Payment

- 6.1 Consultants record and NCC Group charges the Client for all time spent on an assignment including time spent travelling for the purposes of the assignment. Time is accounted for in units of half a day. No charge is made for periods when the Consultant is absent due to illness or holidays.

**SERVICE-SPECIFIC MODULE
DDI SERVICES**

Supplementing NCC Group Terms and Conditions for the Supply of Services (UK), General Terms and Conditions

1 Contract Structure and Interpretation

- 1.1 This Service-Specific Module sets out the terms and conditions applicable to DDI Services and is to be read in conjunction with the General Terms and Conditions.
- 1.2 The General Terms and Conditions apply to this Service-Specific Module and the capitalised terms in this Service-Specific Module shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise.

2 Definitions:

“**End User Licence Agreement**” means the end user licence agreement or similar document that the Client is required to enter into directly with the relevant third party vendor to enable the Client to use and receive the Third Party Software;

“**DDI Services**” means the services to be delivered by NCC Group, as described in the relevant Service Description and which are the subject of the Contract;

“**Normal Office Hours**” means 9.30am – 5pm (GMT) on any day which is a Working Day;

“**Service Level(s)**” means the applicable service level(s) that shall apply to the DDI Services, as contained in the Service Description and/or Statement of Works;

“**Service Level Appendix**” means the appendix to the Service Description setting out the Service Levels (if applicable) to the DDI Services;

“**Service Level Start Date**” means, in respect of each Service Level, the date which is 4 weeks from the applicable Go Live Milestone or such other date as is specified in the applicable Statement of Works;

“**Service Description**” means the service description applicable to the DDI Services and which forms part of the Contract, as updated by NCC Group from time to time;

“**SOC**” means NCC Group’s 24-hour security operations centre;

“**System**” means the systems and networks which the Client requires to be security tested or security monitored and/or scanned as part of the DDI Services, together with any software, systems, networks, premises, equipment, data structures, protocols, computers, hardware and firmware linked to the same and data passing across or contained in any of the foregoing;

“**Third Party Software**” means any software (including any derivatives of such software) owned by a third party that NCC Group agrees to supply to the Client as specified in the Statement of Works;

“**Third Party Services**” means any support and maintenance services relating to the Third Party Software which are to be provided by a third party, as specified in the Statement of Works;

“**Working Day**” means any day other than a Saturday, a Sunday or any day which is a bank holiday in England and Wales; and

“**Working Hours**” means a period of 7.5 hours during Normal Office Hours.

3 Client’s Duties

- 3.1 The Client agrees:
 - 3.1.1 to provide NCC Group with all information, assistance, approvals and authorisations as may be reasonably necessary in order for NCC Group to provide the DDI Services;
 - 3.1.2 without prejudice to clause 3.1.1:
 - 3.1.3.1 to obtain, prior to the Start Date, all consents required from its ISP and any third party suppliers of the Systems together with such other consents required for the DDI Services to be carried out and provide written evidence of such consents upon NCC Group’s request;
 - 3.1.3.3 to provide remote access to all Systems as necessary for the provision of the DDI Services;
 - 3.1.3.5 to provide NCC Group with prompt access to at least one employee who shall have substantial computer systems, network and project management experience of the Systems and any other applicable systems, who shall act as liaison between the Client and NCC Group;
 - 3.1.3.6 at all times to co-operate with NCC Group and to provide NCC Group promptly with such other relevant information and appropriate log files about the Systems, network, premises, equipment, data structures, protocols, software, hardware and firmware as is reasonably required by NCC Group;
 - 3.1.4 The Client’s right to use the Third Party Software is governed solely by the third party terms and conditions set out in the relevant End User Licence Agreement. The Client shall comply with the End User Licence Agreement in respect of its use of the Third Party Software;
 - 3.1.5 where the DDI Services are to take place on the Client’s premises:
 - 3.1.5.1 to ensure that a suitable working space is provided for the Consultant(s) which shall include (without limitation) a desk and network access where appropriate; and
 - 3.1.5.2 to indemnify, keep indemnified and hold harmless NCC Group and its Affiliates in full and on demand from and against all liabilities, direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including without limitation costs of enforcement) and expenses which NCC Group incurs or suffers directly or indirectly in any way whatsoever arising out of or in connection with any claim or action against NCC Group for death and/or personal injury arising out of the Client’s failure to provide safe premises;
 - 3.1.6 to only use the DDI Services in support of the Client’s own business operations;
 - 3.1.7 to comply with any additional acceptable use policy or other terms of use which may be set out in the Service Description or which may otherwise be provided by NCC Group to the Client. In the event of any conflict between such policy or terms and the remainder of the Contract, the remainder of the Contract shall take precedence;
 - 3.1.8 that NCC Group may retain information or data resulting from the DDI Services to the extent that it reasonably requires it to improve its managed detection and response services generally;
- 3.2 The Client shall assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including, but not limited to, claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including, but not limited to, court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) directly or indirectly as a result of (i) the failure by the Client to comply with its obligations under this clause 3 and (ii) any breach by the Client of the End User Licence Agreement.

4 NCC Duties

- 4.1 NCC Group shall procure the delivery of the Third Party Software and Third Party Services to the Client. The Client shall be responsible for entering into, and complying with the terms of, any End User Licence Agreement that may be required in order to receive the Third Party Services and/or to use the Third Party Software. The Client shall pay the Fees for the Third Party Services and Third Party Software (as specified in the Statement of Works) to NCC Group.
- 4.2 NCC Group shall use reasonable endeavours to deliver the Third Party Software by the applicable delivery date specified in the Statement of Works. If NCC Group agrees to supply the Third Party Software:
- 4.2.1 using electronic transmission, then delivery of the Third Party Software takes place on the later of the Third Party Software or, if applicable, the licence key to use the Third Party Software, being: (a) made available by NCC Group for download by the Client using File Transfer Protocol (FTP) or Hypertext Transfer Protocol (HTTP); or (b) sent by email to the Client.
- 4.2.2 on physical media, then delivery of the Third Party Software takes place when the Third Party Software is available for collection at NCC Group's premises. On such delivery of the Third Party Software: (a) the Client shall be responsible for (i) collecting the Third Party Software from NCC Group's premises, and (ii) loading the Third Party Software on to the Client's transportation vehicle; and (b) the risk of loss or damage in the Third Party Software shall pass to the Client.
- 4.3 If NCC Group's provision of the DDI Services does not meet the service levels for the DDI Services specified in the relevant Specification Documents (if any), the Fees for the DDI Services shall be adjusted in accordance with the relevant Specification Document(s) to the extent applicable. Such adjustment shall be the Client's sole and exclusive remedy for such failure to meet the service levels.

5 NCC Group Equipment

- 11.1 NCC Group (or its Affiliates) may temporarily provide hardware to the Client to assist in delivery or performance of the Services (the "**NCC Equipment**"). In such cases, this clause 6 shall apply.
- 11.2 NCC Group consents to the Client using the NCC Equipment, solely in relation to the Services, for such period as may be agreed (or, in the absence of agreement, for so long as NCC Group stipulates) (the "**NCC Equipment Term**"). The NCC Equipment shall at all times be and remain NCC Group's exclusive property and shall be held by the Client in safe custody and an appropriate environment at Client's own risk and maintained and kept in good condition until returned to NCC Group. The NCC Equipment shall not be disposed of or used other than in accordance with NCC Group's written instructions or authorisation.
- 11.3 A return-to-base warranty is provided for all NCC Equipment for the NCC Equipment Term. The Client acknowledges and agrees that it shall return the NCC Equipment to NCC Group within 14 (fourteen) days of the NCC Equipment Term ending. Delivery to the Client is at NCC Group's cost and any return of the NCC Equipment is at the Client's cost. On returning of the NCC Equipment, risk in the NCC Equipment shall pass to NCC Group once the Client has received written signed acknowledgement of receipt of the NCC Equipment.

6 Fees and Payment

- 6.1 NCC Group shall be entitled to revise the Fees for the DDI Services at the end of each Contract Year by giving the Client written notice of such change not less than 30 (thirty) days' prior to the end of that Contract Year.
- 6.2 NCC Group shall be permitted to charge the Client additional fees should additional services not specified within the Statement of Works become necessary or are requested by the Client.
- 6.3 Expenses for travel to a Client's location where required for the purposes of the DDI Services or any additional services pursuant to clause 6.2 shall be chargeable in addition to the Fees.

7 Cancellation and Termination

- 7.1 The DDI Services cannot be cancelled. Subject to clause 7.3 below, any Fees paid or payable in relation to DDI Services are non-refundable.
- 7.2 In the event of termination of the Contract, subject to clause 7.3 below:
- 7.2.1 NCC Group will be entitled to retain all Fees paid (and to be paid immediately for all amounts that are as at that date invoiced but unpaid) and no refunds or credits will be given; and
- 7.2.2 the Client will immediately pay any unpaid Fees that would have been payable in respect of the remainder of the term of the Contract following the effective date of termination but for such termination.
- 7.3 Notwithstanding clause 7.2, where the Contract is terminated due to material breach by NCC Group, NCC Group shall refund any Fees for the Services covering the remainder of the term of the Contract after the effective date of termination and the Client shall not be required to pay any Fees that would have been payable in respect of the remainder of the term of the Contract following the effective date of termination but for such termination.
- 7.4 Notwithstanding any other provision of this clause 7, in no event will termination, irrespective of the reason or circumstance, relieve the Client from paying Fees for Third Party Software and Third Party Services in respect of the period prior to the effective date of termination.
- 7.5 The DDI Services cannot be postponed by the Client beyond the Start Date save by mutual agreement in accordance with the Change Control Procedure set out in Section 8 below, and subject to the payment of any additional Fees payable thereunder.

8 Change Control Procedure

- 8.1 A change to the Contract, Services or Deliverables (a "**Change**") will not be effective unless agreed and documented by the parties in accordance with this section 8.
- 8.2 NCC Group and the Client shall discuss any Change proposed by either party and such discussion shall result in either an agreement not to proceed, a written request for a change from the Client, or a recommendation for a Change from NCC Group.
- 8.3 Any written request from the Client shall include sufficient detail to enable NCC Group to reasonably assess the impact of such Change on the DDI Services, the Deliverables, the Fees and the Contract.
- 8.4 Where a written request for a Change is received from the Client, NCC Group shall submit a change note ("**Change Control Note**") within 10 (ten) Working Days of receipt of such request, containing the information required to be specified therein. Any recommendation from NCC Group for a change will be submitted by NCC Group as a Change Control Note.
- 8.5 The Client shall, within 5 (five) Working Days of receipt of a Change Control Note, evaluate such Change Control Note and either:
- 8.5.1 request further information;
- 8.5.2 discuss such Change Control Note with NCC Group;
- 8.5.3 approve the Change Control Note as submitted by NCC Group;
- 8.5.4 or reject such Change.
- Any acceptance or rejection of such Change shall be made by notice in writing to NCC Group.
- 8.6 If the Client and NCC Group agree a change and the relevant Change Control Note, then signature of the Change Control Note by duly authorised signatories of both Parties will constitute a formal amendment to the contract to the extent specified in such Change Control Note.

9 Liability

- 9.1 NCC Group shall not be liable for any:
- 9.1.1 loss of or damage to the Client's, its agents' and/or its subcontractors' property caused directly or indirectly by the NCC Equipment; or
 - 9.1.2 disruption to the Relevant Systems or any loss of or corruption to any data and/or software during the period of the DDI Services; or
 - 9.1.3 use or misuse of information accessed due to another party being informed of or gaining access to the Client's user names and passwords in connection with the DDI Portal.
- 9.2 Notwithstanding anything in the Contract to the contrary, subject to clause 10.2 of the General Terms and Conditions, NCC Group shall have no liability to the Client or any other party in respect of the Third Party Software and Third Party Services (or any acts or omissions of the relevant third party vendors supplying the same), including for times of performance or delivery, it being recognised that NCC Group's only obligation is to procure such Third Party Software and Third Party Services for the Client on a resale basis, and that the Client shall have rights in respect of such Third Party Software and Third Party Services as contained in the End User Licence Agreement between the Client and the relevant third party vendor, to which NCC Group is not a party.
- 9.3 Consultants will not be legally qualified. As such, the Client accepts and acknowledges that, while NCC Group and the Consultants may give opinions and recommendations based on its industry experience and expertise, the DDI Services and any associated Deliverables do not constitute legal advice, and the Client is advised to seek such independent legal advice if it feels it necessary to do so.

10 Industry Notifications

- 10.1 Subject to the remainder of this clause, NCC Group and/or its Affiliates may elect to notify relevant third party software and systems vendors of the existence of critical vulnerabilities discovered during performance of the DDI Services. NCC Group will only make such a notification where it reasonably considers that the existence of the vulnerability should be brought to the relevant vendor's attention to prevent harm to other users of the software or systems, and that NCC Group making the notification is generally in the public interest. NCC Group will limit the content of any notification to the existence of the vulnerability in question and will not provide any data or information specific to the Client or which might reasonably be expected to identify the Client. In all cases, NCC Group will never make such a notification in a way that would cause NCC Group to breach its obligations owed to the Client regarding confidentiality and data protection, or any other provision of the Contract unless it is required to do so by law.

**SERVICE-SPECIFIC MODULE
DDOS SERVICES**

Supplementing NCC Group Terms and Conditions for the Supply of Services (UK), General Terms and Conditions

1 Contract Structure and Interpretation

- 1.1 This Service-Specific Module sets out the terms and conditions applicable to DDOS Services and is to be read in conjunction with the General Terms and Conditions.
- 1.2 The General Terms and Conditions apply to this Service-Specific Module and the capitalised terms in this Service-Specific Module shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise herein.

2 Definitions:

“DDOS” means distributed denial of service;

“DDOS Services” means DDOS simulation testing services and any related consultancy services provided by NCC Group;

“Scheduled Days Cost” means Fees that correspond to the days scheduled by NCC Group for provision of the Services or the relevant Service Portion (as applicable); and

“System” means the systems and networks which the Client requires to be security tested, security monitored and/or scanned or DDOS simulation tested as part of the Services, together with any software, systems, networks, premises, equipment, data structures, protocols, computers, programs, data, hardware and firmware linked to the same and data passing across or contained in any of the foregoing.

3 Client’s Duties:

3.1 The Client agrees:

- 3.1.1 to obtain consent from its ISP and any third party suppliers of the System for the DDOS Services to be carried out and, when requested by NCC Group, to provide written evidence of such consent and to notify all relevant third party service providers, mitigation provider and owners of third party equipment, including ISPs and hosting service providers, of the time and date on which the DDOS Services are to be carried out, and that the same is a simulated attack to be carried out by NCC Group;
- 3.1.2 to arrange a mutually convenient time and date with NCC Group for the performance of the DDOS Services;
- 3.1.3 to ensure at least one senior employee who has substantial experience and knowledge of the Systems and project management will (i) act as liaison between the Client and NCC Group, responding promptly to any queries or requests for information and (ii) is in contact with NCC Group’s Consultant while they are performing DDOS Services;
- 3.1.4 ensure that any mitigation provider, or any other third party referred to in clause 3.1, who wishes to be involved in or present during the provision of the Services is subject to Confidentiality obligations no less onerous than those set out in NCC Group’s General Terms and Conditions;
- 3.1.5 to co-operate with NCC Group and to provide it promptly with such information about the System as are reasonably required by NCC Group;
- 3.1.6 that it shall properly and fully back-up all data and copies of all computer programs and data which are held immediately prior to commencement of the DDOS Services, and which may be affected by the provision of the DDOS Services and, where appropriate, make back-ups not less than daily to enable straightforward recovery and/or reinstatement of any and all data and/or computer programs lost or damaged (whether in whole or part) through performance of the DDOS Services;
- 3.1.7 that, whilst NCC Group will use reasonable endeavours to avoid disruption to the Client’s network disruption and/or damage to the Systems and/or possible loss of or corruption to data and/or software may occur and the Client agrees to make back-ups pursuant to clause 3.1.6 of this Service-Specific Module;
- 3.1.8 to notify NCC Group in writing in advance or as soon as possible after becoming aware of any periods during which NCC Group should not perform the DDOS Services or should cease performing the DDOS Services due to critical business processes (such as batch runs) or if any part of the System is business critical to enable NCC Group to modify its testing approach if necessary, with the client’s consent;
- 3.1.9 to assume all liability and to indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their respective officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of the provision of the DDOS Services, save to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group’s breach of the Contract;
- 3.1.10 to ensure there is sufficient bandwidth to enable NCC Group to perform the DDOS Services;
- 3.1.11 to procure and maintain a stable network connection and/ or telecommunication links between the Client’s employees and NCC Group’s Consultants throughout the provision of the DDOS Services. The Client further agrees and acknowledges that NCC Group shall have no liability to the Client for any failure to deliver the Services or the delay in the delivery of the Services to the extent it arises out of the Client’s failure to procure a stable network connection and/ or telecommunication links;
- 3.1.12 that, by signing the Authorisation Form, the Client consents, for itself and on behalf of all Affiliates, to NCC Group (or its Affiliates) performing the DDOS Services and confirms that it has procured, where necessary, the consent of all its (and its Affiliates’) third party service providers (including ISPs), relevant third party software vendors and equipment owners, employees, agents and sub-contractors to NCC Group carrying out the DDOS Services. Such consent includes authorisation for the purposes of Section 3 of the Computer Misuse Act 1990 that NCC Group, its Affiliates and their respective employees, agents and sub-contractors may perform DDOS Services which may;
- 3.1.1.1 impair the operation of the System;
- 3.1.1.2 hinder access to the System; and
- 3.1.1.3 impair the operation of any program and/or the reliability of any data relating to the System.
- 3.1.13 The Client acknowledges that there is a risk that the Services may lead to the loss or corruption of the Client’s data and/or Personal Data affected by such Services, and that the same is an inherent risk of DDOS Services even when performed in accordance with Good Industry Practice. The Client is advised to back up its data prior to the Start Date as described in clause 0 above. Subject to clause **Error! Reference source not found.**, NCC Group will not be liable for any such loss of data;
- 3.1.14 during the provision of the DDOS Services, advise NCC Group immediately of any changes to the System;
- 3.1.15 that DDOS Services may cause tested Systems to fail and may cause other load associated problems. The Client agrees that, subject to clause 10.2 of the General Terms and Conditions, all DDOS Services are carried out entirely at the Client’s risk, and
- 3.1.16 that, unless otherwise specified in the Statement of Work, NCC Group shall not be required to remediate or repair any damaged, disrupted or failing System.

4 NCC Group’s Duties

- 4.1 NCC Group will use reasonable endeavours to ensure the DDOS Services are provided at the agreed frequency without any interruptions and that the information provided is accurate and up to date. However, from time to time the Client may experience disruptions or receive inaccurate information due to circumstances beyond NCC Group’s control for which, subject to clause 10.2 of the General Terms and Conditions, NCC Group shall not be liable; for example, a lack of availability of the backbone internet infrastructure in the UK or other locations. NCC Group may also need to perform maintenance of its own hardware and software, which may interrupt provision of the

Services. NCC Group will endeavour to execute such maintenance with the minimum of disruption to the Services and will, where feasible, provide prior notice to the Client.

4.2 NCC Group will notify the Client of any bandwidth requirements it may have to enable it to perform the DDOS Services.

5 Fees and Payment

5.1 Any expenses in addition to the basic Fees shall be agreed in advance and shall be reimbursed by the Client.

6 Ownership of System

6.1 Ownership of the System and all Intellectual Property Rights in the System remains at all times with the Client and/or its ISP or other third party supplier (as applicable).

7 Cancellation and Rescheduling

7.1 The Client accepts and acknowledges that NCC Group allocates Consultants weeks or months in advance and would suffer a loss should the Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that it shall pay to NCC Group (as genuinely pre-estimated liquidated damages) the following amount to reflect the losses which NCC Group will incur if such cancellation or rescheduling (the "**Cancellation Fee**");

7.1.1 cancellation or rescheduling request within 7 days of the Start Date: 100% of the Scheduled Days Cost.

7.2 Charging of the Cancellation Fee is at NCC Group's discretion. NCC Group will use reasonable commercial efforts to re-deploy Consultants to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy Consultants, then it shall reduce the Cancellation Fee payable by the Client accordingly.

7.3 If the Client re-books the Services for another date, the Fees for the Services as re-booked will be payable in addition to any Cancellation Fee.

7.4 The parties agree that any Fees paid or payable in relation to the DDOS Services are non-refundable. Accordingly, if the Contract is terminated or the DDOS Services are cancelled, NCC Group will be entitled to retain such Fees (and be paid for all amounts that are as at that date invoiced but unpaid) and no refunds or credits will be given.

8 Liability

8.1 Subject to clause 10.2 of the General Terms and Conditions, NCC Group excludes all liability for any and all damage to the Client's systems, databases and domains caused during the provision of the Services in accordance with the General Terms and Conditions and this Service-Specific Module.

**SERVICE-SPECIFIC MODULE
DOMAIN INTELLIGENCE SERVICES**

Supplementing NCC Group Terms and Conditions for the Supply of Services (UK), General Terms and Conditions

1 Contract Structure and Interpretation

- 1.1 This Service-Specific Module sets out the terms and conditions applicable to Domain Intelligence Services and is to be read in conjunction with the General Terms and Conditions.
- 1.2 The General Terms and Conditions apply to this Service-Specific Module and the capitalised terms in this Service-Specific Module shall have the same meaning ascribed to them in NCC Group's General Terms and Conditions unless stated otherwise.

2 Definitions:

"**Contract Year**" means each successive period of 12 (twelve) months from the Start Date during which the Domain Intelligence Services are to be provided;

"**DI Portal**" refers to NCC Group's Domain Intelligence portal;

"**DI Portal Services**" means the provision of NCC Group's web based facility known as Domain Intelligence through which the Client can monitor the Domains for suspicious activity as described in the Specification Document(s);

"**Domains**" means those domains that the parties have agreed in the Statement of Works, or otherwise in writing, will be monitored as part of the Domain Intelligence Services;

"**Domain Intelligence Services**" means the DI Portal Services, as specified in the Statement of Works; and

"**Specification Document(s)**" means the service description and/or similar documents contained or referred to in the Statement of Works that describe the relevant Domain Intelligence Services.

3 NCC Group Duties

- 3.1 NCC Group will use reasonable efforts to ensure the Domain Intelligence Services are provided at the agreed frequency without any interruptions and that the information provided is accurate and up to date. From time to time, the Client may experience disruption or receive inaccurate information due to circumstances beyond NCC Group's control for which, subject to clause 10.2 of the General Terms and Conditions, NCC Group shall not be liable; for example, a lack of availability of the backbone internet infrastructure in the UK or other locations or for data provided by third parties on a scheduled basis (such as zone files and newly registered domains provided by registrars) that is not yet accessible by NCC Group. NCC Group may also need to perform maintenance of its own hardware and software, which may interrupt provision of the Domain Intelligence Services. NCC Group will endeavour to execute such maintenance with the minimum of disruption to the Domain Intelligence Services and will, where feasible, provide prior notice to the Client.
- 3.2 Unless specified otherwise in the Statement of Works, the following are not included within the scope of Domain Intelligence Services:
 - 3.2.1 professional services work delivered by NCC Group following the identification of a potentially malicious domain via the Domain Intelligence Services; and
 - 3.2.2 site visits.

4 Client Duties:

- 4.1 The Client agrees:
 - 4.1.1 to ensure at least one employee shall act as liaison between the Client and NCC Group and shall respond promptly to queries and requests for information;
 - 4.1.2 at all times to co-operate with NCC Group and to provide it promptly with such information as is reasonably required by NCC Group;
 - 4.1.3 to use the Domain Intelligence Services for lawful purposes only and in accordance with all applicable laws and having ensured that the Client has all necessary consents, authorisations or permissions required for the Domain Intelligence Services to be carried out and provide written evidence of such consents upon NCC Group's request;
 - 4.1.4 that ownership of all Intellectual Property Rights in the DI Portal remains with NCC Group;
 - 4.1.5 that nothing in this Contract will operate to transfer to the Client or to grant to the Client any licence or other right to use the DI Portal except to the extent necessary to enjoy the benefit of the Domain Intelligence Services and in compliance with any NCC Group acceptable use policy in respect of the DI Portal in force from time to time. NCC Group may at its absolute discretion suspend the Client's access to the DI Portal if the Client uses the DI Portal in breach of the Contract or any acceptable use policy;
 - 4.1.6 that if NCC Group (or its Affiliates) requires any of the Client's Intellectual Property Rights to be used in connection with the DI Portal the Client shall grant to NCC Group a non-exclusive, royalty free, licence to use such Intellectual Property Rights solely for the purposes of providing the Domain Intelligence Services;
 - 4.1.7 to ensure that its access credentials for the DI Portal are stored securely and only used by those employees of the Client that are expressly authorised by the Client to access the DI Portal and are not shared with any other person. The Client shall take all reasonable steps to prevent any unauthorised access to the DI Portal and will immediately notify NCC Group if it becomes aware of any such access;
 - 4.1.8 **to identify the individual(s) who will be the authorised user(s) of the DI Portal either in the Statement of Works or as otherwise agreed in writing;**
 - 4.1.9 to inform NCC Group of any network or infrastructure changes that may impact the Domain Intelligence Services, including without limitation:
 - 4.1.9.1 any projected increases in or abnormal usage of the Domain Intelligence Services outside of what is agreed in the Specification Document(s) or otherwise agreed in writing;
 - 4.1.9.2 any changes that may impact on the Domain Intelligence Services or NCC Group's ability to provide the Domain Intelligence Services;
 - 4.1.9.3 any changes that may have an impact on the capacity or throughput of the Domain Intelligence Services; and
 - 4.1.9.4 any change that impacts the scope of the Domain Intelligence Services;
 - 4.1.10 to inform NCC Group of any updates or changes in relation to the Domains; and
 - 4.1.11 to assume all liability and to indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their respective officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of any unlawful or wrongful activity related to the Client's use of the DI Portal.

5 Fees and Payment

- 5.1 Fees for the Domain Intelligence Services are payable as set out in the Statement of Works. NCC Group shall be entitled to revise the Fees for the Domain Intelligence Services at the end of each Contract Year by giving the Client written notice of such change not less than 30 (thirty) days prior to the end of that Contract Year.
- 5.2 Fees paid or payable in relation to the Domain Intelligence Services are non-refundable.

6 Termination and Cancellation

- 6.1 The Domain Intelligence Services cannot be cancelled or rescheduled once a Start Date has been confirmed.

6.2 The parties agree that any Fees paid or payable in relation to the Domain Intelligence Services are non-refundable. Accordingly, if the Contract is terminated or the Domain Intelligence Services are otherwise cancelled, NCC Group will be entitled to retain such Fees (and be paid all outstanding invoices) and no refunds or credits will be given.

7 Liability

7.1 The Client accepts and acknowledges that the Domain Intelligence Services reflect the level of information reasonably available to NCC Group when performing the Domain Intelligence Services. As such, NCC Group does not warrant or guarantee the accuracy of the Domain Intelligence Services beyond the date that they were performed, nor does NCC Group warrant or guarantee that any findings and conclusions contained in the Deliverables are exhaustive.

7.2 Subject to clause 10.2 of the General Terms and Conditions, NCC Group excludes all liability for any use or misuse of information accessed due to another person being informed of or gaining access to the Client's user names and passwords.

**SERVICE-SPECIFIC MODULE
FORENSIC SERVICES**

Supplementing NCC Group Terms and Conditions for the Supply of Services (UK), General Terms and Conditions

1 Contract Structure and Interpretation

- 1.1 This Service-Specific Module sets out the terms and conditions applicable to Forensic Services and is to be read in conjunction with the General Terms and Conditions.
- 1.2 The General Terms and Conditions apply to this Service-Specific Module and the capitalised terms in this Service-Specific Module shall have the same meaning ascribed in the General Terms and Conditions unless stated otherwise.

2 Definitions:

“**Equipment**” means the hardware, software or other materials and equipment detailed in the Statement of Works or Authorisation Form which are to be investigated by NCC Group as part of the Forensic Services;

“**Forensic Services**” means the process of undertaking computer forensic examination as described in the Statement of Works and/or the Authorisation Form, and

“**Scheduled Days Cost**” means Fees that correspond to the days scheduled by NCC Group for provision of the Forensic Services or the relevant Service Portion (as applicable).

3 Client’s Duties

3.1 The Client:

- 3.1.1 confirms that any hardware which is included within the Equipment is in good working order and that any software which is included in the Equipment functions fully and properly. If, when carrying out the Forensic Services, NCC Group discovers faults in the Equipment which require additional work, NCC Group reserves the right to charge additional fees in accordance with clause 5.2 of this Service-Specific Module;
- 3.1.2 acknowledges that, due to the nature of Forensic Services, NCC Group cannot guarantee that it will be able to perform and/or complete the Forensic Services. In particular, NCC Group may be unable to recover the data in whole or in part, may be unable to gain access to some or all of the Equipment and may need to examine additional equipment not included in the relevant Statement of Works or Authorisation Form. In addition, the data recovered may not be of evidentially significant material, the Equipment may suffer damage as a result of the data recovery process and/or the Forensic Services may result in loss of business operating time or interruption to service for the Client. Such problems cannot be identified by NCC Group until it has commenced Forensic Services and the Client shall remain liable for payment of the Fees (or such proportion of the Fees as NCC Group may determine appropriate in its absolute discretion);
- 3.1.3 agrees to ensure that a suitable working space is provided for the Consultant which shall include a desk and network access, where appropriate, if the Forensic Services are to take place on the Client’s premises;
- 3.1.4 agrees that it will, unless otherwise agreed, deliver the Equipment to the relevant NCC Group premises and collect the Equipment from those premises or authorise other means of delivery and return at the Client’s own risk and expense. Subject to clause 10.2 of the General Terms and Conditions, NCC Group shall not be liable for the Equipment during transit to or from its offices;
- 3.1.5 shall assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of the provision of the Forensic Services, save to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group’s breach of the Contract;
- 3.1.6 agrees to ensure at least one employee has experience of the Equipment and will act as liaison between the Client and NCC Group, responding promptly to queries and requests for information;
- 3.1.7 agrees at all times to co-operate with NCC Group and to provide it promptly with such information about the Equipment as is reasonably required by NCC Group;
- 3.1.8 agrees to ensure that, where the Forensic Services are taking place on its premises, the premises are safe. The Client will indemnify, keep indemnified and hold harmless NCC Group in full and on demand from and against all liabilities, direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which NCC Group incurs or suffers in any way whatsoever arising out of or in connection with any claim or action against NCC Group for death and/or personal injury arising out of the Client’s failure to provide safe premises;
- 3.1.9 agrees that it has procured consent required for NCC Group (and its Affiliates) to be permitted to carry out the Forensic Services and that, when requested by NCC Group it will provide evidence of such consents. NCC Group will be carrying out the Forensic Services in the belief that the Client has obtained all appropriate consents, permits and permissions;
- 3.1.10 agrees that, where NCC Group (or its Affiliates) supplies any software and/or hardware as part of the Forensic Services, it shall only use such software and/or hardware for lawful purposes, solely to the extent necessary to receive the benefit of the Forensic Services and in accordance with any applicable licence terms and NCC Group’s (or its Affiliates’) instructions; and
- 3.1.11 authorises NCC Group to work on or remove Equipment which is compromised or which it believes to be compromised.

4 NCC Group’s Duties

- 4.1 NCC Group shall provide a receipt for any Equipment or image that it removes from the Client’s premises.

5 Fees and payment

- 5.1 Unless otherwise stated in the Statement of Works and/or the Authorisation Form, the Fees do not include: (i) attendance by an NCC Group representative at any case conferences, meetings or court hearings; (ii) the storage by NCC Group of any property or data post completion of the Forensic Services; and/or (iii) the cost of transporting the Equipment to/from NCC Group’s premises. If NCC Group agrees to carry out any of these activities it shall be entitled to charge reasonable additional fees.
- 5.2 NCC Group reserves the right to increase the Fees and/or to charge additional fees should additional work not listed in the Statement of Works and/or the Authorisation Form, such as reverse engineering, become necessary. This includes additional work necessitated by a defect in any of the Equipment. NCC Group will not increase the Fees and/or charge any additional fees without informing the Client in writing in advance.

6 Cancellation and Rescheduling

- 6.1 The Forensic Services or, if applicable, each Service Portion will commence on the date set out in the Statement of Works unless otherwise agreed in writing between NCC Group and the Client (the “**Scheduled Date**”).
- 6.2 The Client accepts and acknowledges that NCC Group often allocates Consultants weeks in advance and would suffer a loss should the Forensic Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that it shall pay to NCC Group (as genuinely pre-estimated liquidated damages) an amount (the “**Cancellation Fees**”) to reflect the losses which NCC Group will incur if such cancellation or rescheduling is requested within a set number of days of the Scheduled Date.
- 6.3 The Cancellation Fees shall be calculated as a percentage of the Fees that correspond to the days scheduled by NCC Group for provision of the Forensic Services or the relevant Service Portion (as applicable) (the “**Scheduled Days Cost**”). The relevant percentages and time periods are as follows:
 - 6.3.1 cancellation or rescheduling request 8-30 days before the Scheduled Date: 50% of the Scheduled Days Cost;

6.3.2 cancellation or rescheduling request less than 8 days before the Scheduled Date: 100% of the Scheduled Days Cost.

6.4 Charging of the Cancellation Fees are at NCC Group's discretion and it will use reasonable commercial efforts to mitigate its losses.

6.5 If the Client re-books the Forensic Services for another date, the Fees for the Forensic Services as re-booked will be payable in addition to any Cancellation Fees.

7 Ownership of Equipment

7.1 Ownership of the Equipment and all Intellectual Property Rights in the Equipment remains at all times with the Client and/or its ISP or other third party supplier (as applicable).

8 Liability

8.1 Subject to clause 10.2 of the General Terms and Conditions, NCC Group shall not be liable for any loss suffered by the Client or any third party due to the occurrence of any of the events listed in clause 3.1.2 or a breach by the Client of any other part of clause 3.1 of this Service-Specific Module.

**SERVICE-SPECIFIC MODULE
MANAGED VULNERABILITY SCANNING SERVICES**

Supplementing NCC Group Terms and Conditions for the Supply of Services (UK), General Terms and Conditions

1 Contract Structure and Interpretation

- 1.1 This Service-Specific Module sets out the terms and conditions applicable to managed security services and is to be read in conjunction with the General Terms and Conditions.
- 1.2 The General Terms and Conditions apply to this Service-Specific Module and the capitalised terms in this Service-Specific Module shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise herein.

2 Definitions:

- “**Cyber Essentials**” means the self-assessment verification certification issued and governed by the IASME Consortium Limited;
- “**Cyber Essentials Services**” means the Cyber Essentials services detailed in the Statement of Works;
- “**Cyber Essentials Plus**” means the technical audit certification issued and governed by the IASME Consortium Limited;
- “**Cyber Essentials Plus Services**” means the Cyber Essential Plus services detailed in the Statement of Works;
- “**Managed Vulnerability Scanning Services**” means the managed vulnerability scanning services provided by NCC Group including PCI ASV Scanning Services, Cyber Essentials Services and Cyber Essentials Plus Services;
- “**MVSS Portal**” means any web-based facility through which the Client can access the results of the Managed Vulnerability Scanning Services;
- “**PCI**” means Payment Card Industry;
- “**PCI ASV**” means Payment Card Industry Approved Scanning Vendors;
- “**PCI SSC**” means Payment Card Industry Standards Security Council;
- “**PCI ASV Scanning Services**” means a service for carrying out regular PCI ASV scanning on the Client’s systems as described in the Statement of Works;
- “**Scheduled Days Cost**” means Fees that correspond to the days scheduled by NCC Group for provision of the Services or the relevant Service Portion (as applicable); and
- “**System**” means the systems and networks which the Client requires to be security tested or security monitored and/or scanned as part of the Services, together with any software, systems, networks, premises, equipment, data structures, protocols, computers, programs, data, hardware and firmware linked to the same and data passing across or contained in any of the foregoing.

3 Client’s Duties:

- 3.1 The Client agrees:
- 3.1.1 to obtain consent from its ISP and any third-party suppliers of the System for the Managed Vulnerability Scanning Services to be carried out and, when requested by NCC Group, to provide written evidence of such consent and to notify relevant employees that the Managed Vulnerability Scanning Services are to be carried out and that they may be monitored;
- 3.1.1 to ensure at least one employee has substantial experience and knowledge of the Systems and project management and will act as liaison between the Client and NCC Group, responding promptly to any queries or requests for information;
- 3.1.3 to co-operate with NCC Group and to provide it promptly with such information about the System as are reasonably required by NCC Group;
- 3.1.4 that it shall properly and fully back-up all data and copies of all computer programs and data which are held immediately prior to commencement of the Managed Vulnerability Scanning Services, and which may be affected by the provision of the Managed Vulnerability Scanning Services and, where appropriate, make back-ups not less than daily to enable straightforward recovery and/or reinstatement of any and all data and/or computer programs lost or damaged (whether in whole or part) through performance of the Managed Vulnerability Scanning Services;
- 3.1.5 that, whilst NCC Group will use reasonable endeavours to avoid disruption to the Client’s network disruption to the Systems and/or possible loss of or corruption to data and/or software may occur and the Client agrees to make back-ups pursuant to clause 3.1.4 of this Service-Specific Module;
- 3.1.6 to notify NCC Group in writing in advance or as soon as possible after becoming aware of any periods during which NCC Group should not perform the Managed Vulnerability Scanning Services or should cease performing the Managed Vulnerability Scanning Services due to critical business processes (such as batch runs) or if any part of the System is business critical to enable NCC Group to modify its testing approach if necessary, with the client’s consent;
- 3.1.7 to use any software and/or hardware which NCC Group (and its Affiliates) supplies to the Client as part of the Managed Vulnerability Scanning Services for lawful purposes, solely to the extent necessary to receive the benefit of the Managed Vulnerability Scanning Services and in accordance with any applicable licence terms and NCC Group’s (and its Affiliates) instructions provided from time to time;
- 3.1.8 to assume all liability and to indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their respective officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of the provision of the Managed Vulnerability Scanning Services, save to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group’s breach of the Contract;
- 3.1.9 to ensure there is sufficient bandwidth to enable NCC Group to perform the Managed Vulnerability Scanning Services;
- 3.1.10 that NCC Group may be obliged to disclose assessment results to PCI SSC or any then current member of PCI SSC, for any PCI work carried out by NCC Group for the Client;
- 3.1.11 that, in respect of Cyber Essentials Services and Cyber Essentials Plus Services:
- 3.1.11.1 NCC Group may be obliged to disclose assessment results to IASME and/or the National Cyber Security Centre; and
- 3.1.11.2 other than as set out in a Statement of Works, NCC Group will not audit or otherwise test or verify the information provided to it by the Client or on behalf of the Client in the course of the Cyber Essentials Services and Cyber Essentials Plus Services. NCC Group shall be entitled to rely on all information provided to it by the Client and on the Client’s decisions and approvals in connection with the Cyber Essentials Services and Cyber Essentials Plus Services and to assume that all such information provided to NCC Group from whatever sources is accurate, complete and not misleading.
- 3.1.12 that ownership of all Intellectual Property Rights in the MVSS Portal remains with NCC Group;
- 3.1.13 that nothing in this Contract will operate to transfer to the Client or to grant to the Client any licence or other right to use the MVSS Portal except to the extent necessary to enjoy the benefit of the Managed Vulnerability Scanning Services and in compliance with NCC Group’s acceptable use policy in respect of the MVSS Portal in force from time to time. NCC Group may at its absolute discretion suspend the Client’s access to the MVSS Portal if the Client uses the MVSS Portal in breach of the Contract or acceptable use policy;
- 3.1.14 that if NCC Group (or its Affiliates) requires any of the Client’s Intellectual Property Rights to be used in connection with the MVSS Portal the Client shall grant to NCC Group a non-exclusive, royalty free, licence to use such Intellectual Property Rights solely for the purposes of providing the MVSS Portal;

- 3.1.15 to ensure that its access credentials for the MVSS Portal are stored securely and only used by those employees of the Client that are expressly authorized by the Client to access the MVSS Portal and are not shared with any other person. The Client shall take all reasonable steps to prevent any unauthorized access to the MVSS Portal and will immediately notify NCC Group if it becomes aware of any such access; and
- 3.1.16 that, by signing the Authorisation Form, the Client consents, for itself and on behalf of all Affiliates, to NCC Group (or its Affiliates) performing the Managed Vulnerability Scanning Services and confirms that it has procured, where necessary, the consent of all its (and its Affiliates') third party service providers (including ISPs), relevant third party software vendors and equipment owners, employees, agents and sub-contractors to NCC Group carrying out the Managed Vulnerability Scanning Services. Such consent includes authorisation for the purposes of Section 3 of the Computer Misuse Act 1990 that NCC Group, its Affiliates and their respective employees, agents and sub-contractors may perform Managed Vulnerability Scanning Services which may;
 - 3.1.16.1 impair the operation of the System;
 - 3.1.16.2 hinder access to the System; and
 - 3.1.16.3 impair the operation of any program and/or the reliability of any data relating to the System.
- 3.1.17 The Client acknowledges that there is a risk that the Services may lead to the loss or corruption of the Client's data and/or Personal Data affected by such Services, and that the same is an inherent risk of Managed Vulnerability Scanning Services even when performed in accordance with Good Industry Practice. The Client is advised to back up its data prior to the Start Date as described in clause 0 above. Subject to clause 10.4.6 of the General Terms and Conditions, NCC Group will not be liable for any such loss of data.

4 NCC Group's Duties

- 4.3 Reports shall be uploaded to the MVSS Portal at the frequencies specified in the Statement of Works.
- 4.4 NCC Group will use reasonable endeavours to ensure the Managed Vulnerability Scanning Services are provided at the agreed frequency without any interruptions and that the information provided is accurate and up to date. However, from time to time the Client may experience disruptions or receive inaccurate information due to circumstances beyond NCC Group's control for which, subject to clause 10.2 of NCC Group's General Terms and Conditions, NCC Group shall not be liable, for example a lack of availability of the backbone internet infrastructure in the UK or other locations. NCC Group may also need to perform maintenance of its own hardware and software, which may interrupt provision of the Services. NCC Group will endeavour to execute such maintenance with the minimum of disruption to the Services and will, where feasible, provide prior notice to the Client.
- 4.5 NCC Group will notify the Client of any bandwidth requirements it may have to enable it to perform the Managed Vulnerability Scanning Services.
- 4.6 Where NCC Group is performing the Cyber Essential Services or Cyber Essentials Plus Services, the Client accepts and acknowledges that NCC Group can only advise on its interpretation of such rules or standards derived from its experience and expertise in the industry. Specifically, the Client accepts and acknowledges that NCC Group cannot guarantee the Client's compliance with the relevant rules and standards, which is ultimately determined by the IASME Consortium Limited.

5 Fees and Payment

- 5.1 Any expenses in addition to the basic Fees shall be agreed in advance and shall be reimbursed by the Client.

6 Ownership of System

- 6.1 Ownership of the System and all Intellectual Property Rights in the System remains at all times with the Client and/or its ISP or other third party supplier (as applicable).

7 Cancellation and Rescheduling

- 7.1 The Client accepts and acknowledges that NCC Group allocates Consultants weeks or months in advance and would suffer a loss should the Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that it shall pay to NCC Group (as genuinely pre-estimated liquidated damages) the following amount to reflect the losses which NCC Group will incur if such cancellation or rescheduling (the "**Cancellation Fee**"):
 - 7.2 cancellation or rescheduling request within 7 days of the Start Date: 100% of the Scheduled Days Cost.
 - 7.3 Charging of the Cancellation Fee is at NCC Group's discretion. NCC Group will use reasonable commercial efforts to re-deploy Consultants to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy Consultants, then it shall reduce the Cancellation Fee payable by the Client accordingly.
 - 7.4 If the Client re-books the Services for another date, the Fees for the Services as re-booked will be payable in addition to any Cancellation Fee.
 - 7.5 The parties agree that any Fees paid or payable in relation to the Managed Vulnerability Scanning Services are non-refundable. Accordingly, if the Contract is terminated or the Managed Vulnerability Scanning Services are cancelled, NCC Group will be entitled to retain such Fees (and be paid for all amounts that are as at that date invoiced but unpaid) and no refunds or credits will be given.

8 Liability

- 8.1 Subject to clause 10.2 of the General Terms and Conditions, NCC Group excludes all liability:
 - 8.1.1 for any use or misuse of information accessed due to another person being informed of or gaining access to the Client's user names and passwords, and
 - 8.1.2 to the Client to the extent that the Cyber Essentials and Cyber Essentials Plus certifications are (i) withdrawn; or (ii) amended by IASME, NCSC (or any other party with authority over them or the Client's participation in them) such that NCC Group is no longer able to perform the Cyber Essentials Services and Cyber Essentials Plus Services.

**SERVICE-SPECIFIC MODULE
PHYSICAL TESTING SERVICES**

Supplementing NCC Group Terms and Conditions for the Supply of Services (UK), General Terms and Conditions

1 Contract Structure and Interpretation

- 1.1 This Service-Specific Module sets out the terms and conditions applicable to Physical Testing Services and is to be read in conjunction with the General Terms and Conditions.
- 1.2 The General Terms and Conditions apply to this Service-Specific Module and the capitalised terms in this Service-Specific Module shall have the same meaning ascribed in the General Terms and Conditions unless stated otherwise.

2 Definitions:

“**Physical Testing Services**” means the testing of physical security and access control within an organization to identify and demonstrate vulnerabilities, which may take the form of a Physical Security Assessment and/or Physical Penetration Testing as specified in the Statement of Works;

“**Physical Security Assessment**” means a collaborative review of the security of physical location(s) by interviewing staff, observing controls, conducting controlled scenario testing with a Client point of contact present and reviewing documentation associated with physical security operations and controls;

“**Physical Penetration Testing**” means assessing the security of physical location(s) by emulating real world attack methodologies including lock picking, tail gating, social manipulation, and control circumvention/undermining;

“**Premises**” means the site or sites at or in relation to which the Physical Testing Services will be carried out; and

“**Scheduled Days Cost**” means Fees that correspond to the days scheduled by NCC Group for provision of the Services or the relevant Service Portion (as applicable).

3 Client’s Duties:

- 3.1 The Client agrees:
 - 3.1.1 to obtain all necessary permissions and consents for the Physical Testing Services to be carried out, including permissions and consents from the Client’s landlord, insurers and other occupiers of the Premises;
 - 3.1.2 to carry out and provide to NCC Group prior to the Start Date a risk assessment of the Premises and the Physical Testing Services that are to be provided, and to alert NCC Group to any significant risks or hazards in advance of it performing the Physical Testing Services;
 - 3.1.3 that in the event that NCC Group or the Consultant is challenged or questioned by a third party organisation or authority, to provide to NCC Group all reasonable cooperation necessary to satisfy such third party organisation or authority that the Physical Testing Services are legitimate and have been procured by the Client;
 - 3.1.4 in relation to Physical Security Assessment it shall:
 - 3.1.4.1 provide escort to NCC Group when assessing the Premises;
 - 3.1.4.2 provide to NCC Group such other reasonable cooperation and assistance, and access to the Premises and people as NCC Group shall reasonably require to perform the Services;
 - 3.1.5 that Physical Penetration Testing shall be conducted independently by NCC Group and NCC Group shall not be escorted when providing Physical Penetration Testing;
 - 3.1.6 in relation to Physical Penetration Testing it shall:
 - 3.1.6.1 approve the individual attack methodologies presented by NCC Group prior to the Services being scheduled;
 - 3.1.6.2 provide NCC Group with a senior point of contact within the Client who is aware of the Physical Penetration Testing; and
 - 3.1.6.3 provide NCC Group with a signed letter (the “**Permission Letter**”) to be held by the relevant Consultant detailing their permission to conduct testing. The Permission Letter will only be presented if the Consultant is challenged while carrying out the Physical Penetration Testing; and
 - 3.1.7 the Client shall assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of the provision of the Physical Testing Services, save to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group’s breach of the Contract.

4 Cancellation and Rescheduling

- 4.1 The Client accepts and acknowledges that NCC Group allocates Consultants weeks or months in advance and would suffer a loss should the Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that it shall pay to NCC Group (as genuinely pre-estimated liquidated damages) the following amount to reflect the losses which NCC Group will incur if such cancellation or rescheduling (the “Cancellation Fee”):
 - 4.1.1 cancellation request 8-21 days before the Start Date: 50% of the Scheduled Days Cost;
 - 4.1.2 rescheduling request 8-14 days before the Start Date with firm re-booking date: 50% of the Scheduled Days Cost; and
 - 4.1.3 cancellation or rescheduling request within 7 days of the Start Date: 100% of the Scheduled Days Cost.
- 4.2 Charging of the Cancellation Fee is at NCC Group’s discretion. NCC Group will use reasonable commercial efforts to re-deploy Consultants to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy Consultants, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 4.3 If the Client re-books the Services for another date, the Fees for the Services as re-booked will be payable in addition to any Cancellation Fee.

**SERVICE-SPECIFIC MODULE
REMIEDIATE SERVICES**

Supplementing NCC Group Terms and Conditions for the Supply of Services (UK), General Terms and Conditions

1 Contract Structure and Interpretation

- 1.1 This Service-Specific Module sets out the terms and conditions applicable to Remediate Services and is to be read in conjunction with the General Terms and Conditions.
- 1.2 The General Terms and Conditions apply to this Service-Specific Module and the capitalised terms in this Service-Specific Module shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise.

2 Definitions

“Background IPR” means the Intellectual Property Rights of either party (or of their third party licensors) developed independently of the Remediate Services before or after the Start Date;

“Client Materials” means all documents, information, items and materials in any form (whether owned by the Client or a third party) which are provided by the Client to the NCC Group in connection with the Remediate Services;

“Foreground IPR” means the Intellectual Property Rights in the Deliverables created by NCC Group specifically for the Client in the provision of the Remediate Services;

“Remediate Services” means the Services as detailed in the Service Description (to the extent applicable) and a Statement of Works to improve the Client’s resilience to cyber breaches or attacks and which may include assessing, identifying, prioritising and improving resilience to risks, breaches, threats, vulnerabilities or deficiencies in the System;

“System” means the systems and networks on or in relation to which the Client requires NCC Group to perform the Remediate Services as described in a Statement of Works, together with any software, systems, networks, premises, equipment, data, data structures, protocols, policies, processes, computers, hardware, firmware, linked to the same and data passing across or contained in any of the foregoing as well as premises owned, operated or controlled by the Client; and

“Business Operations Environment” means the Systems and any other business operations impacted due to the performance of Remediate Services.

3 Client’s Duties

- 3.1 The Client agrees, in addition to any obligations contained in the Service Description and the Statement of Works:
- 3.1.1 to work collaboratively with NCC Group to provide all relevant information in relation to its Business Operations Environment to NCC Group required to enable NCC Group to deliver the Remediate Services;
- 3.1.2 to obtain consent from any relevant third parties to enable the Remediate Services to be performed which may include (but is not limited to) its ISP and any third party suppliers of the Systems within Business Operations Environment and, when requested by NCC Group, to provide written evidence of such consent and, where relevant, to notify relevant employees that the Remediate Services have been scheduled;
- 3.1.3 to ensure that the Client has consent from the relevant parties to provide to NCC Group any report, findings data or information prepared by or in which a third party has any rights and for NCC Group to use the contents of such reports as necessary in the provision of the Remediate Services;
- 3.1.4 to arrange a mutually convenient time and date with NCC Group for the performance of the Remediate Services and, if necessary, to inform its ISP of the date agreed with NCC Group;
- 3.1.5 that it shall ensure the interim resilience of its entire Business Operations Environment during the performance of Remediate Services which should include amongst others (but not limited to) proper and full back-up of all data and copies of all, computer programs and data which are held immediately prior to commencement of the Remediate Services, and which may be affected by the provision of the Remediate Services and, where appropriate, regular performance of interim backups during the performance of the Remediate Services, to enable straightforward recovery and/or reinstatement of any and all data and/or computer programs lost or damaged (whether in whole or part) through provision of the Remediate Services;
- 3.1.6 to provide suitable working space for the Consultant if the Remediate Services is to take place on the Client’s premises, including a desk, network access and, where necessary to perform the Remediate Services, access to data centres, internal networks and systems including administrator level accesses where necessary, server rooms and/or switch rooms;
- 3.1.7 to ensure at least one employee who shall have substantial experience and knowledge of the Business Operations Environment and will act as liaison between the Client and NCC Group, responding promptly to any queries or requests for information;
- 3.1.8 to co-operate with NCC Group and to provide it with all information that is reasonably necessary and/or which it reasonably requests in a timely manner to enable the effective, safe and secure provision of the Remediate Services. Further, the Client shall facilitate access to all Business Operations Environment in a timely manner as required for the effective delivery of the Remediate Services;
- 3.1.9 to inform NCC Group of any organisational, policy, network, stakeholder, infrastructure and/or any other changes that may impact the Remediate Services or NCC Group’s ability to provide the Remediate Services;
- 3.1.10 at all times to co-operate with NCC Group and to provide NCC Group promptly with such other relevant information in relation to the Business Operations Environment and appropriate log files about the Systems within Business Operations Environment, network, premises, equipment, data structures, protocols, software, hardware and firmware as is reasonably required by NCC Group;
- 3.1.11 to ensure that, where the Remediate Services are taking place on the Client’s premises, the premises are safe. The Client will indemnify, keep indemnified and hold harmless NCC Group in full and on demand from and against all liabilities, losses, damages, claims, proceedings and legal costs, judgments and costs (including costs of enforcement) and expenses (in each case whether direct, indirect or consequential) which NCC Group (or its Affiliates) incurs or suffers arising out of or in connection with any claim or action against NCC Group for death and/or personal injury arising out of the Client’s failure to provide safe premises;
- 3.1.12 that, in cases where NCC Group requires the Client to sign an Authorisation Form, by signing the Authorisation Form, the Client consents, for itself and on behalf of all its Affiliates, to NCC Group (or its Affiliates) performing the Remediate Services and confirms that it has procured, where necessary, the consent of all its (and its Affiliates’) third party service providers (including ISPs), third party software vendors and equipment owners, employees, agents and sub-contractors for NCC Group (or its Affiliates) to carry out the Remediate Services. Such consent includes authorisation for the purposes of Section 3 of the Computer Misuse Act 1990 that NCC Group, its Affiliates and its and their employees (including, but not limited to, the Consultant), agents and sub-contractors may perform Remediate Services which may;
- 3.1.12.1 impair the operation of the Business Operations Environment;
- 3.1.12.2 hinder access to the Systems within Business Operations Environment; and
- 3.1.12.3 impair the operation of any program and/or the reliability of any data relating to the Systems within Business Operations Environment;
- 3.1.13 that, whilst NCC Group will use reasonable endeavours and Good Industry Practice to avoid disruption of the Client’s network, disruption to the Client’s Business Operations Environment and/or possible loss of or corruption to data and/or software or business interruption (including but not limited to disruption in operation of business units, and/or resource coordination or any disruption arising out of Client’s failure to ensure that interim resilience of Business Operations Environment as set out in clause 3.1.5) or any events of a similar nature may occur, and the Client agrees to make back-ups pursuant to clause 3.1.5;
- 3.1.14 to notify NCC Group in writing in advance after becoming aware of any periods during which NCC Group should not perform the Remediate Services or should cease performing the Remediate Services due to business interruption, organisational changes affecting the operation of Business Operations Environment, and/or critical business processes (such as batch runs) or if any part of the Business Operations Environment is business critical so that NCC Group may, if necessary, with the Client’s consent, modify its approach. The Client shall advise NCC Group of any change control policies or processes which may be relevant to the Services and shall ensure that any necessary escalations and/or prioritisations are obtained to enable NCC Group to be able to provide the Services without impediment;

- 3.1.15 that, where NCC Group (or its Affiliates) supplies any software and/or hardware as part of the Remediate Services, Client shall only use such software and/or hardware for lawful purposes, solely to the extent necessary to receive the benefit of the Remediate Services and in accordance with any applicable licence terms and NCC Group's (or its Affiliates') instructions provided from time to time; and
- 3.1.16 the Client shall assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of the provision of the Remediate Services, save to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group's breach of the Contract.

4 Liability

- 4.1 The Client acknowledges that there is a risk that the Remediate Services may lead to business interruption, inability to access other services, loss of use, failure to store or transmit any data or other information and/or communication in the Business Operations Environment, as well as other tangible and/or intangible losses, the loss or corruption of the Client's data and/or Personal Data affected by the Remediate Services, and that the same is an inherent risk of Remediate Services even when performed in accordance with Good Industry Practice. The Client is advised to back up its data and ensure the internal resilience of the Business Operations Environment prior to the Start Date and during the Remediate Services as described in clause 3.1.5. Subject to clause 10.2 of the General Terms and Conditions, NCC Group will not be liable for any such loss of data, any loss due to business interruption in the Business Operations Environment and any other losses set out in this clause 4.1 as well as loss of profit, or revenues, incidental and /or indirect and consequential losses.
- 4.2 Due to the nature of the Remediate Services, NCC Group cannot and does not provide any guarantee or warranty that: (i) NCC Group will identify all risks, breaches, threats, vulnerabilities and/or deficiencies that relate to the Business Operations Environments, networks, software or devices that are subject to the Remediate Services; and (ii) the Remediate Services will ensure that the Client's systems, networks, software or devices will cease to be vulnerable, susceptible to exploitation or protected from all attacks, breaches or hacks or threats or impacts resulting from the acts or omissions of authorised users of the Business Operations Environment.
- 4.3 Subject to clause 10.2 of the General Terms and Conditions, NCC Group excludes its liability for non-performance of the Remediate Services and breach of contract to the extent that NCC Group is unable to perform the Remediate Services as a result of those matters detailed in clause 3.1 above or the Client not fulfilling their obligations in relation to any Statement of Works.
- 4.4 The Client acknowledges that, subject to clause 10.2 of the General Terms and Conditions, NCC Group shall not be liable for any cyber threats and or attacks that occur in the Client's Business Operations Environment before, during or after the delivery of the Remediate Services, including cyber threats and/or attacks that occur due to any changes that the Client makes to their Business Operations Environment, during or after the delivery of the Remediate Services.

5 Ownership of Business Operations Environment and Intellectual Property Rights

- 5.1 Ownership of the Business Operations Environment and all Intellectual Property Rights in the Business Operations Environment remain at all times with the Client and/or its ISP or other third party supplier (as applicable).
- 5.2 In connection with:
- 5.2.1 the Client Materials, the Client warrants; and
- 5.2.2 the Deliverables, NCC Group warrants,
- that the receipt and use of the same by the other party in accordance with the Contract shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 5.3 Save as otherwise agreed in a Statement of Works and subject to clause 5.4:
- 5.3.1 nothing in the Contract shall operate to transfer ownership of the Background IPR of either party, which shall remain vested in the relevant party or their third party licensor(s) (as applicable). In addition, nothing in the Contract shall create any licence in or rights to such Background IPR other than as set out herein;
- 5.3.2 upon payment of the Fees in accordance with the terms of the Contract, the Foreground IPR shall be vest in and be owned exclusively by the Client, provided that during the term of the Contract, NCC Group is granted a fully paid-up, worldwide, non-exclusive, royalty-free licence to use the Deliverables and Client Foreground and Background IPR in any Client Materials for the purposes of performing the Remediate Services. Both parties shall take all steps reasonably necessary to give effect to this clause 5.3.2; and
- 5.3.3 to the extent that any Background IPR of NCC Group forms part of or is incorporated into the Deliverables, the Client is granted a fully paid-up, worldwide, non-exclusive, royalty-free licence to use such Background IPR in connection with the purpose for which the Deliverables were supplied5.3.2.
- 5.4 Subject to the obligations of confidentiality and data protection set out in the General Terms and Condition, nothing in this Contract will prevent or restrict NCC Group from (i) providing services the same as or similar to the Remediate Services to other clients or (ii) using or sharing for any purpose any knowledge, experience or skills gained during or arising from the performance of the Remediate Services. The Client acknowledges that NCC Group shall have no obligation to provide any information NCC Group has in its possession that is subject to an obligation of confidence to a third party even if that information would be helpful to the Client or assist in the provision of the Remediate Services.

6 Cancellation and Rescheduling

- 6.1 The Remediate Services cannot be cancelled. Subject to clause 6.3 below, any Fees paid or payable in relation to Remediate Services are non-refundable.
- 6.2 In the event of termination of the Contract, subject to clause 6.3 below:
- 6.2.1 NCC Group will be entitled to retain all Fees paid (and to be paid immediately for all amounts that are as at that date invoiced but unpaid) and no refunds or credits will be given; and
- 6.2.2 the Client will immediately pay any unpaid Fees covering the remainder of the term of the Contract.
- 6.3 Where the Contract is terminated due to material breach by NCC Group, NCC Group shall refund any pre-paid Fees covering the remainder of the term of the Contract after the effective date of termination. In no event will termination relieve the Client from paying Fees in respect of the period prior to the effective date of termination.
- 6.4 The Remediate Services cannot be postponed by the Client beyond the Start Date save by mutual agreement in accordance with the Change Control Procedure set out in Section 7 below, and subject to the payment of any additional Fees payable thereunder.

7 Change Control

- 7.1 A change to the Contract, Remediate Services or Deliverables (a "Change") will not be effective unless agreed and documented by the parties in accordance with this section 7.
- 7.2 NCC Group and the Client shall discuss any Change proposed by either party and such discussion shall result in either an agreement not to proceed, a written request for a change from the Client, or a recommendation for a Change from NCC Group.
- 7.3 Any written request from the Client shall include sufficient detail to enable NCC Group to reasonably assess the impact of such Change on the Remediate Services, the Deliverables, the Fees and the Contract.
- 7.4 Where a written request for a Change is received from the Client, NCC Group shall submit a change control note ("Change Control Note") within 10 (ten) Working Days of receipt of such request, containing the information required to be specified therein. Any recommendation from NCC Group for a change will be submitted by NCC Group as a Change Control Note.
- 7.5 The Client shall, within 5 Working Days of receipt of a Change Control Note, evaluate such Change Control Note and either:
- 7.5.1 request further information;
- 7.5.2 discuss such Change Control Note with NCC Group;

7.5.3 approve the Change Control Note as submitted by NCC Group;

7.5.4 or reject such Change.

7.6 Any acceptance or rejection of such Change shall be made by notice in writing to NCC Group.

7.7 If the Client and NCC Group agree a change and the relevant Change Control Note, then signature of the Change Control Note by duly authorised signatories of both Parties will constitute a formal amendment to the contract to the extent specified in such Change Control Note.

8 Industry Notifications

8.1 Subject to the remainder of this clause, NCC Group and/or its Affiliates may elect to notify relevant third party software and systems vendors of the existence of critical vulnerabilities discovered during performance of the Remediate Services. NCC Group will only make such a notification where it reasonably considers that the existence of the vulnerability should be brought to the relevant vendor's attention to prevent harm to other users of the software or systems, and that NCC Group making the notification is generally in the public interest. NCC Group will limit the content of any notification to the existence of the vulnerability in question and will not provide any data or information specific to the Client or which might reasonably be expected to identify the Client. In all cases, NCC Group will never make such a notification in a way that would cause NCC Group to breach its obligations owed to the Client regarding confidentiality and data protection, or any other provision of the Contract unless it is required to do so by law.

SERVICE-SPECIFIC MODULE
RESALE OF THIRD PARTY SOFTWARE, HARDWARE AND/OR SERVICES
 Supplementing NCC Group Terms and Conditions for the Supply of Services (UK), General Terms and Conditions

1 Contract Structure and Interpretation

- 1.1 This Service-Specific Module sets out the terms and conditions applicable to the resale of Third Party Software, Hardware and/or Third Party Services and is to be read in conjunction with the General Terms and Conditions.
- 1.2 The General Terms and Conditions apply to this Service-Specific Module and the capitalised terms in this Service-Specific Module shall have the same meaning ascribed in the General Terms and Conditions unless stated otherwise.

2 Definitions:

“**Hardware**” means the hardware products specified in the Statement of Works;

“**Third Party Services**” means any support and maintenance services relating to the Third Party Software and/or Hardware which are to be provided by a third party, as specified in the Statement of Works;

“**Third Party Software**” means software owned by third parties that NCC Group supplies to the Client, as specified in the Statement of Works; and

“**Third Party User Agreement**” means the end user licence agreement (in the case of software), services agreement (in the case of services) or similar document that the Client is required to enter into by the relevant third party vendor to enable the Client to use and receive the Third Party Software and the Third Party Services.

3 Third Party Software and Services

- 3.1 NCC Group shall procure the delivery of the Third Party Software and Third Party Services to the Client. The Client shall be responsible for entering into, and complying with the terms of, any Third Party User Agreement that may be required in order to receive the Third Party Services and/or to use the Third Party Software. The Client shall pay the Fees for the Third Party Services and Third Party Software (as specified in the Statement of Works) to NCC Group.
- 3.2 NCC Group shall use reasonable endeavours to deliver the Third Party Software by the applicable delivery date specified in the Statement of Works. If NCC Group agrees to supply the Third Party Software:
 - 3.2.1 using electronic transmission, then delivery of the Third Party Software takes place on the later of the Third Party Software or, if applicable, the licence key to use the Third Party Software, being: (a) made available by NCC Group for download by the Client using File Transfer Protocol (FTP) or Hypertext Transfer Protocol (HTTP); or (b) sent by email to the Client.
 - 3.2.2 on physical media, then delivery of the Third Party Software takes place when the Third Party Software is available for collection at NCC Group's premises. On such delivery of the Third Party Software: (a) the Client shall be responsible for (i) collecting the Third Party Software from NCC Group's premises, and (ii) loading the Third Party Software on to the Client's transportation vehicle; and (b) the risk of loss or damage in the Third Party Software shall pass to the Client.
- 3.3 The Client's right to use the Third Party Software is governed solely by the third party terms and conditions set out in the relevant Third Party User Agreement. The Client shall comply with the Third Party User Agreement in respect of its use of the Third Party Software.
- 3.4 The Client shall, at all times during and after the termination or expiry of this Agreement, indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and their respective officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all claims, fines, losses, damages, demands, costs, expenses, fees (including, but not limited to, court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by NCC Group or its Affiliates directly or indirectly as a result of any breach by the Client of the Third Party User Agreement.

4 Hardware Products

- 4.1 NCC Group shall use reasonable endeavours to deliver the Hardware by the applicable delivery date specified in the Statement of Works. Delivery of the Hardware takes place when the Hardware is delivered to the address specified in the Statement of Works. On delivery of the Hardware, the risk of loss or damage in the Hardware shall pass to the Client.
- 4.2 Title to the Hardware shall transfer to the Client on payment of the Fees for that Hardware to NCC Group. Until title to the Hardware transfers to the Client pursuant to this Clause 4.2, the Client shall from delivery: (a) hold the Hardware on a fiduciary basis as NCC Group's bailee; (b) store the Hardware separately from all other goods held by the Client so that they remain readily identifiable as NCC Group's property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Hardware; (d) maintain the Hardware in satisfactory condition and keep it insured against all risks for its full price from the date of delivery; (e) notify NCC Group immediately if an Insolvency Situation arises; and (f) give NCC Group such information relating to the Hardware as NCC Group may require from time to time, provided always that the Client may resell or use the Hardware in the ordinary course of its business.
- 4.3 If an Insolvency Situation arises before title to the Hardware passes to the Client, or NCC Group reasonably believes that an Insolvency Situation is about to occur and notifies the Client accordingly, then (provided that the Hardware has not been resold or irrevocably incorporated into another product and without limiting any other right or remedy NCC Group may have) NCC Group may at any time require the Client to deliver up the Hardware and, if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Hardware is stored in order to recover such Hardware.
- 4.4 NCC Group will (to the extent reasonably possible) pass the benefit of the manufacturer's standard end user warranty (if any) in respect of the Hardware through to the Client. Subject to clause 10.2 of the General Terms and Conditions, NCC Group will have no liability in respect of the Hardware in excess of such manufacturer's standard end user warranty.

5 Liability

- 5.1 Subject to clause 10.2 of the General Terms and Conditions, notwithstanding anything in the Contract to the contrary, NCC Group shall have no liability to the Client or any other party in respect of the Third Party Software and Third Party Services (or any acts or omissions of the relevant third party vendors supplying the same), including for times of performance or delivery, it being recognised that NCC Group's only obligation is to procure such Third Party Software and Third Party Services for the Client on a resale basis, and that the Client shall have rights in respect of such Third Party Software and Third Party Services as contained in the Third Party User Agreement between the Client and the relevant third party vendor, to which NCC Group is not a party.

6 Cancellation and Rescheduling

- 6.1 Purchases of Hardware, Third Party Software and Third Party Services cannot be cancelled or rescheduled.

**SERVICE-SPECIFIC MODULE
RETAINED INCIDENT RESPONSE SERVICES**

Supplementing NCC Group Terms and Conditions for the Supply of Services (UK), General Terms and Conditions

1 Contract Structure and Interpretation

- 1.1 This Service-Specific Module sets out the terms and conditions applicable to Retained Incident Response Services and is to be read in conjunction with the General Terms and Conditions.
- 1.2 The General Terms and Conditions apply to this Service-Specific Module and capitalised terms in this Service-Specific Module shall have the same meaning ascribed in the General Terms and Conditions unless stated otherwise.

2 Definitions:

“**Additional Services**” has the meaning ascribed to it in clause 8;

“**Alternative Services**” means any or all of the following services offered by NCC Group (or its Affiliates): security testing services, security consultancy services, risk management and/or cyber-forensics, first responder training courses or such other services as agreed by NCC Group;

“**Call-Off Payment**” means together the Pre-Paid Hours Fee and the Retainer Fee;

“**Equipment**” means the hardware, software or other materials and equipment which are to be investigated by NCC Group as part of the Services;

“**Retained Incident Response Services**” means the retained incident response services as described in the Statement of Works;

“**Initial Term**” has the meaning ascribed to it in clause 3.1;

“**Minimum Call-Off Hours**” has the meaning ascribed to it in clause 8.1;

“**Normal Office Hours**” means 9:00am – 5:30pm (GMT/BST or as applicable at the relevant time in the country or region specified in the Statement of Works) on any day which is a Working Day unless otherwise specified in the Statement of Works;

“**Pre-Paid Hours Fee**” means the fees payable for the Minimum Call-Off Hours (which may be expressed in a Statement of Work as days, where 8 Pre-Paid Hours comprises one day, and if less than 8 hours, rounded down to the nearest half day) as set out in the Statement of Works and as amended from time to time in accordance with the terms of this Contract;

“**Renewal Term**” has the meaning ascribed to it in clause 3.1;

“**Report**” means any report produced by NCC Group detailing the results of the Retained Incident Response Services;

“**Response Proposal**” has the meaning ascribed to it in clause 4.4;

“**Retainer Fee**” means the annual retention fee set out in the Statement of Works, as amended from time to time in accordance with the terms of the Contract;

“**Scheduled Hours Cost**” means Fees that correspond to the hours scheduled by NCC Group for provision of the Services or the relevant Service Portion (as applicable);

“**Service Request**” has the meaning ascribed to it in clause 4.1;

“**System**” means the systems and networks which the Client requires to be tested or investigated as part of the Retained Incident Response Services pursuant to this Contract, together with any software, systems and networks linked to the same and data passing across or contained in any of the foregoing; and

“**Working Day**” means a period of 7.5 hours on any day other than a Saturday, a Sunday or any day which is a public holiday in the country (or countries) specified in the Statement of Works.

3 Term of Contract

- 3.1 The Contract shall commence on the date stated in the Statement of Works and, unless terminated earlier in accordance with its terms, shall continue for a period 1 (one) year or such other term as stated in a Statement of Works (“**Initial Term**”) after which it will automatically renew for rolling terms of an equivalent period to the Initial Term (“**Renewal Term**”) unless either party gives the other at least 30 (thirty) days’ written notice to terminate prior to the date of such renewal or otherwise specified in the Statement of Works.

4 Services Requests

- 4.1 Where the Client wishes to request the provision of the Retained Incident Response Services (“**Service Request**”), such Service Request shall be made by email or phone using the dedicated instant response telephone and email details provided by NCC Group to the Client from time to time or via NCC Groups AssistLive portal or such other portal which NCC Group provide access to for this purpose (“**Portal**”).
- 4.2 A Service Request shall be treated as having been received:
- 4.2.1 if by telephone, upon receipt of the call; or
- 4.2.2 if by email, upon receipt by the sender of a delivery receipt that the email has been transmitted to the addressee;
- 4.2.3 if through a Portal, upon receipt by NCC Group of the alert in the Portal.
- 4.3 Upon receipt of a Service Request, NCC Group shall telephone the Client to log the incident in accordance with the applicable timescales as set out in a **Appendix 1**.
- 4.4 Once a Service Request has been logged and NCC Group has carried out a review of the initial incident information (subject to the limitations set out in clauses 5.7 to 5.9 and in **Appendix 1**), NCC Group shall prepare a proposal setting out the scope of the work to be carried out by NCC Group in relation to the relevant Service Request (a “**Response Proposal**”).
- 4.5 NCC Group shall provide the Services and any Additional Services to the Client in accordance with the terms and conditions set forth in this Contract. Where Client orders Alternative Services, additional terms and conditions shall apply to such Alternative Services which shall be set out in the Statement of Works relating to the Alternative Services.
- 4.6 NCC Group will not be required to travel to such countries listed as “Advise against all travel” or “Advise against all but essential travel” by the Foreign Commonwealth Office (FCO) in its travel advice or to those countries where travel is restricted in accordance with NCC Group’s internal policies.

5 NCC Group Duties

- 5.1 NCC Group shall carry out the Retained Incident Response Services using reasonable care and skill and in a professional manner.
- 5.2 Where a Report is required it shall, unless otherwise stated in the Response Proposal or otherwise agreed, be produced by the Consultant within 10 (ten) days of completion of the Retained Incident Response Services and sent to the Client.
- 5.3 Whilst NCC Group will use its reasonable endeavours to ensure that the same Consultant will continue to be involved throughout the Retained Incident Response Services, it reserves the right to replace that Consultant.
- 5.4 NCC Group shall, where the Consultant is present on the Client’s premises, use all reasonable endeavours to ensure that the Consultant complies with such reasonable site rules and procedures as are notified to NCC Group from time to time.
- 5.5 NCC Group grants to the Client during the term of this Contract a non-exclusive, non-transferable licence to use the NCC Equipment.
- 5.6 In the event that a level of security clearance is required in order to provide the Retained Incident Response Services, NCC Group will use its reasonable endeavours to provide a Consultant with the appropriate levels of security clearance. For the avoidance of doubt, if NCC Group is unable to provide a Consultant with appropriate

levels of security clearance, NCC Group will not be liable for any failure to perform or complete the Retained Incident Response Services or delay in performing its obligations under the Contract.

- 5.7 The triage time for reviewing initial incident information (**'Initial Triage Time'**) shall not exceed the length of time as set out in a Statement of Works. Where the Initial Triage Time will require more time than as set out in Appendix 1, NCC Group reserves the right to charge additional fees at its standard rates in force from time to time. NCC Group shall not exceed the agreed Initial Triage Time without the Client's consent.
- 5.8 Any timescales set out in a Statement of Works remain subject to availability of commercial travel, visa application processing times, government restrictions and the availability of travel health services e.g. travel vaccinations and immunisations.
- 5.9 NCC Group does not guarantee compliance with the timescales set out in Appendix 1 in "Exceptional Circumstances". Exceptional Circumstances means where, in NCC Group's reasonable opinion, it has received or is receiving an exceptional volume of incident requests owing to a large scale event affecting the majority of its incident response client base.

6 Client's Duties

6.1 The Client:

- 6.1.1 confirms that any hardware which is included within the Equipment is in good working order and that any software which is included in the Equipment functions fully and properly, in each case unless otherwise agreed with NCC Group. If, when carrying out the Retained Incident Response Services, NCC Group discovers faults in the Equipment or System which require additional work, NCC Group reserves the right to charge additional fees in accordance with clause 8.12;
- 6.1.2 acknowledges that, due to the nature of the Retained Incident Response Services, NCC Group cannot guarantee that it will be able to perform and/or complete the Retained Incident Response Services. In particular, NCC Group may be unable to recover the data in whole or in part, may be unable to gain access to some or all of the Equipment or System and may need to examine additional equipment not included in the Response Proposal. In addition, the data recovered may not be of evidentially significant material, the Equipment or System may suffer damage as a result of the data recovery process and/or the Retained Incident Response Services may result in loss of business operating time or interruption to service for the Client. Such problems cannot be identified by NCC Group until it has commenced the Retained Incident Response Services and so the Client is still liable to pay the Fees (or such proportion of the Fees as NCC Group may determine in its absolute discretion);
- 6.1.3 agrees, where the Retained Incident Response Services are to take place on the Client's premises, to ensure that a suitable working space is provided for the Consultant(s) which shall include (without limitation) a desk and network access where appropriate;
- 6.1.4 agrees that it will, unless otherwise agreed, deliver the Equipment to the relevant NCC Group premises and collect the Equipment from those premises or authorise other means of delivery and return at the Client's own risk. NCC Group shall not be liable for the Equipment during transit to or from its offices;
- 6.1.5 the Client shall assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including, but not limited to, claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including, but not limited to, court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) directly or indirectly as a result of the provision of the Retained Incident Response Services, save to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group's breach of this Contract;
- 6.1.6 agrees for the duration of the Retained Incident Response Services to provide NCC Group with prompt access to at least one employee who shall have detailed knowledge of the Equipment and the System to act as liaison between the Client and NCC Group;
- 6.1.7 agrees at all times to co-operate with NCC Group and to provide it promptly with such information about the Equipment as is reasonably required by NCC Group;
- 6.1.8 agrees to ensure that its System shall use Western character sets and the Client acknowledges and agrees that NCC Group shall not be required to carry out the Services on any System which use non-Western character sets. For the avoidance of doubt, NCC Group will not be liable for any failure to perform or complete the Services or delay in performing its obligations under the Contract in relation to any System which uses non-Western character sets;
- 6.1.9 agrees to ensure that, where the Retained Incident Response Services are taking place on its premises, the premises are safe at all times. The Client will indemnify, keep indemnified and hold harmless NCC Group in full and on demand from and against all liabilities, direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including without limitation costs of enforcement) and expenses which NCC Group incurs or suffers directly or indirectly in any way whatsoever arising out of or in connection with any claim or action against NCC Group for death and/or personal injury arising out of the Client's failure to provide safe premises;
- 6.1.10 agrees that it has procured any consent required for NCC Group (or its Affiliates) to be permitted to carry out the Retained Incident Response Services and that, when requested by NCC Group it will provide evidence of such consents. NCC Group will be carrying out the Retained Incident Response Services in the belief that it has all appropriate consents, permits and permissions from the Client;
- 6.1.11 authorises NCC Group to work on or remove Equipment which is compromised or which it believes to be compromised; and
- 6.1.12 that, if the Client requires the Report to be used as evidence in legal proceedings, the Client must make this known to NCC Group during the Service Request.

7 NCC Group Equipment

- 7.1 NCC Group (or its Affiliates) may temporarily provide hardware to the Client to assist in delivery or performance of the Services (the **"NCC Equipment"**). In such cases, this clause **Error! Reference source not found.** shall apply.
- 7.2 NCC Group consents to the Client using the NCC Equipment, solely in relation to the Services, for such period as may be agreed (or, in the absence of agreement, for so long as NCC Group stipulates) (the **"NCC Equipment Term"**). The NCC Equipment shall at all times be and remain NCC Group's exclusive property, and shall be held by the Client in safe custody and an appropriate environment at Client's own risk and maintained and kept in good condition until returned to NCC Group. The NCC Equipment shall not be disposed of or used other than in accordance with NCC Group's written instructions or authorisation.
- 7.3 A return-to-base warranty is provided for all NCC Equipment for the NCC Equipment Term. The Client acknowledges and agrees that it shall return the NCC Equipment to NCC Group within 14 days of the NCC Equipment Term ending. Delivery to the Client is at NCC Group's cost and any return of the NCC Equipment is at the Client's cost. On returning of the NCC Equipment, risk in the NCC Equipment shall pass to NCC Group once the Client has received written signed acknowledgement of receipt of the NCC Equipment.

8 Fees and Expenses

- 8.1 The Statement of Works sets out the minimum number of hours that the Client agrees to call-off during the Initial Term and each Renewal Term (**"Minimum Call-Off Hours"**). The parties may agree in the 30-day period prior to the expiry of the Initial Term or relevant Renewal Term whether to change the Minimum Call-Off Hours in the immediately following Renewal Period. If any such amendment to the Minimum Call-Off Hours is agreed, the definition of "Minimum Call-Off Hours" in this Contract shall be construed accordingly and the Pre-Paid Hours Fee shall be amended accordingly and be agreed by the parties in writing.
- 8.2 Subject to clause 8.7, NCC Group shall invoice the Client for the Call-Off Payment upon signature of this Contract and each anniversary thereof until this Contract is terminated.
- 8.3 The Client agrees that it shall be committed to calling-off at least the Minimum Call-Off Hours during the Initial Term and each Renewal Term. To the extent the Client has not used all the Minimum Call-Off Hours for Services by the expiry of the Initial Term or the relevant Renewal Term, (**"Remaining Hours"**), then the Client shall, subject to the remainder of this clause 8, be entitled to use the Remaining Hours to order Alternative Services.
- 8.4 The following conditions shall apply to the Client's use of the Remaining Hours:
 - 8.4.1 additional terms and conditions shall apply to such Alternative Services pursuant to clause 4.5 of this Service-Specific Module;
 - 8.4.2 unless agreed otherwise, the Client may order one hour of Alternative Services per Remaining Hours, irrespective of NCC Group's usual day or hourly rate for the Alternative Services in question, and

- 8.4.3 the work to be undertaken by NCC Group in relation any Remaining Hours must be scoped and scheduled to take place within 3 months of expiry of the Initial Term or the relevant Renewal Term (as appropriate). If the Client then cancels or re-schedules the Alternative Services once a start date has been agreed then the Remaining Hours shall expire and cannot be used by the Client.
- 8.5 The parties agree that the Call-Off Payment is non-refundable in all circumstances. Accordingly, if the Contract is terminated or if the Retained Incident Response Services are cancelled, NCC Group will be entitled to retain the Call-Off Payment (and be paid for all amounts that are as at that date invoiced but unpaid) and no refunds or credits will be given.
- 8.6 If the Client wishes to purchase additional hours for Retained Incident Response Services over and above the Minimum Call-Off Hours during the Initial Term or any Renewal Term ("**Additional Services**"), the fees payable for such Additional Services shall be calculated and invoiced in accordance with the rates set out in the Statement of Works (as amended from time to time in accordance with clause 8.8).
- 8.7 Reasonable expenses incurred by NCC Group in providing the Services hereunder shall be invoiced on or after submission of the Report prepared in relation to each particular engagement.
- 8.8 NCC Group shall be entitled to review and vary the Call-Off Payment and Rate Card set out in the Statement of Works from time to time but no more than once a year and only on at least 30 days' written notice prior to the expiry of the Initial Term or the relevant Renewal Term.
- 8.9 NCC Group will have no obligation to provide any Services until the Call-Off Payment has been received by NCC Group.
- 8.10 Unless otherwise stated in the relevant Response Proposal the Fees do not include attendance by an NCC Group representative at any case conferences, meetings or court hearings the storage by NCC Group of any property or data post completion of the Services, unless as otherwise set out in clause 8.11, and/or the cost of transporting the Equipment to/from NCC Group's premises. If NCC Group agrees to carry out any of these activities it shall be entitled to charge reasonable additional fees.
- 8.11 Once the report for the Services has been delivered to the Client, digital artefacts associated with the case will be stored by NCC Group for a period of 6 months. If requested by the Client prior to the end of this 6 month period, NCC Group can extend the retention for an additional fee, provide the Client with a copy of the materials on appropriate storage device couriered to them at the Client's cost, or erase the materials from our facilities.
- 8.12 NCC Group reserves the right to increase the Fees and/or to charge additional fees should additional work not listed in the Response Proposal, such as reverse engineering, become necessary. This includes, but is not limited to, additional work necessitated by a defect in any of the software or hardware included within the Equipment. NCC Group will not increase the Fees and/or charge any additional fees without informing the Client in advance.
- 8.13 Any Pricing Assumptions specified in the Statement of Works shall apply to the Retained Incident Response Services and also to any fees payable for Additional Services.

9 Cancellation and Rescheduling

- 9.1 The Retained Incident Response Services or, if applicable, each Service Portion will commence on the date set out in the Statement of Works unless otherwise agreed in writing between NCC Group and the Client (the "**Scheduled Date**").
- 9.2 The Client accepts and acknowledges that NCC Group often allocates Consultants weeks in advance and would suffer a loss should the Retained Incident Response Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that it shall pay to NCC Group (as genuinely pre-estimated liquidated damages) an amount (the "**Cancellation Fees**") to reflect the losses which NCC Group will incur if such cancellation or rescheduling is requested within a set number of days of the Scheduled Date.
- 9.3 The Cancellation Fees shall be calculated as a percentage of the Fees that correspond to the days scheduled by NCC Group for provision of the Retained Incident Response Services or the relevant Service Portion (as applicable) (the "**Scheduled Days Cost**"). The relevant percentages and time periods are as follows:
- 9.3.1 cancellation or rescheduling request within 7 days of the Scheduled Date: 100% of the Scheduled Days Cost; and
- 9.3.2 cancellation or rescheduling request between 8 and 14 days prior to the Scheduled Date: 50% of the Scheduled Days Cost.
- 9.4 Charging of the Cancellation Fees are at NCC Group's discretion and it will use reasonable commercial efforts to mitigate its losses.
- 9.5 If the Client re-books the Retained Incident Response Services for another date, the Retained Incident Response Fees for the Services as re-booked will be payable in addition to any Cancellation Fees.
- 9.6 The Client shall be permitted to set off any liability under this clause 9 against any Remaining Hours. For the avoidance of doubt, to the extent the Client does not have sufficient Remaining Hours to satisfy any liability under this clause 9, NCC Group shall invoice the Client for any shortfall amount.

10 Liability

- 10.1 Subject to clause 10.2 of the General Terms and Conditions, NCC Group shall not be liable for any loss of or damage to the Client's, its agents' and/or its subcontractors' property caused directly or indirectly by the NCC Equipment.

11 Industry Notifications

- 11.1 Subject to the remainder of this clause, NCC Group and/or its Affiliates may elect to notify relevant third-party software and systems vendors of the existence of critical vulnerabilities discovered during performance of the Retained Incident Response Services. NCC Group will only make such a notification where it reasonably considers that the existence of the vulnerability should be brought to the relevant vendor's attention to prevent harm to other users of the software or systems, and that NCC Group making the notification is generally in the public interest. NCC Group will limit the content of any notification to the existence of the vulnerability in question and will not provide any data or information specific to the Client or which might reasonably be expected to identify the Client. In all cases, NCC Group will never make such a notification in a way that would cause NCC Group to breach its obligations owed to the Client regarding confidentiality and data protection, or any other provision of the Contract unless it is required to do so by law.

Appendix 1 – Response Times

TABLE OF RESPONSE TIMES

Service	Bronze	Silver	Gold	MDR Standard Retainer	MDR Enhanced Retainer
SLA (Mon- Sunday 24 hours)					
▪ Telephone	6 hours	3 hour	1 hour	3 hour	1 hour
▪ Remote**	BE*	24 hours	12 hour	12 hours	6 hours
▪ Onsite support in transit (EU, NA & SEA)*	BE	24 hours	12 hours	24 hours	12 hours
▪ First Responder In transit (RoW)*	BE	BE	48 hours	BE	48 hours
Initial Triage Time Included	1 hour	2 hours	2 hours	2 hours	2 hours

*BE – Best Endeavors

Caveats and Conditions:

1. All of the above timescales remain subject to availability of commercial travel, visa application processing times, government restrictions and the availability of travel health services e.g. travel vaccinations and immunisations.
2. The review of initial incident information shall not exceed one hours' effort. Where the initial review will require more than 1 hours' effort, NCC Group reserves the right to charge additional fees at its standard rates in force from time to time. NCC Group shall not exceed one hours' effort on the initial review without the Client's consent.
3. NCC Group does not guarantee compliance with the above timescales in "Exceptional Circumstances". Exceptional Circumstances means where, in NCC Group's reasonable opinion, it has received or is receiving an exceptional volume of incident requests owing to a large scale event affecting the majority of its incident response client base.

**SERVICE-SPECIFIC MODULE
SECURITY TESTING SERVICES**

Supplementing NCC Group Terms and Conditions for the Supply of Services (UK), General Terms and Conditions

1 Contract Structure and Interpretation

- 1.1 This Service-Specific Module sets out the terms and conditions applicable to security testing services and is to be read in conjunction with the General Terms and Conditions.
- 1.2 The General Terms and Conditions apply to this Service-Specific Module and the capitalised terms in this Service-Specific Module shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise.

2 Definitions:

“**Scheduled Days Cost**” means Fees that correspond to the days scheduled by NCC Group for provision of the Services or the relevant Service Portion (as applicable);

“**Security Testing**” means the process of testing the System as described in the Statement of Works and “**Security Tested**” shall be construed; accordingly, and

“**System**” means the systems and networks which the Client requires to be security tested or security monitored and/or scanned as part of the Services, together with any software, systems, networks, premises, equipment, data structures, protocols, computers, hardware and firmware linked to the same and data passing across or contained in any of the foregoing.

3 Client’s Duties

- 3.1 The Client agrees:
- 3.1.1 to obtain consent from its ISP and any third party suppliers of the System for the Security Testing to be carried out and, when requested by NCC Group, to provide written evidence of such consent and to notify relevant employees that the Security Testing has been scheduled and that the employees may be monitored;
- 3.1.2 to arrange a mutually convenient time and date with NCC Group for the performance of the Security Testing and to inform its ISP of the date agreed with NCC Group;
- 3.1.3 that it shall properly and fully back-up all data and copies of all computer programs and data which are held immediately prior to commencement of the Security Testing, and which may be affected by the provision of the Security Testing and, where appropriate, regularly perform backups during the performance of the Security Testing, to enable straightforward recovery and/or reinstatement of any and all data and/or computer programs lost or damaged (whether in whole or part) through provision of the Security Testing;
- 3.1.4 to provide suitable working space for the Consultant if the Security Testing is to take place on the Client’s premises, including a desk, network access and, where necessary to perform the Services, access to data centres, server rooms and/or switch rooms;
- 3.1.5 that should the Client require a laptop or personal mobile device to be Security Tested by NCC Group it will deliver the laptop and/or personal mobile device to the relevant NCC Group premises and collect it from those premises at its own risk and expense. NCC Group shall not be liable for any laptop or personal mobile device during transit to or from its offices;
- 3.1.6 the Client shall assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of the provision of the Security Testing Services, save to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group’s breach of the Contract;
- 3.1.7 to ensure at least one employee who shall have substantial experience and knowledge of the System and will act as liaison between the Client and NCC Group, responding promptly to any queries or requests for information;
- 3.1.8 to co-operate with NCC Group and to provide it promptly with such information about the System as are reasonably required by NCC Group;
- 3.1.9 to ensure that, where the Security Testing is taking place on the Client’s premises, the premises are safe. The Client will indemnify, keep indemnified and hold harmless NCC Group in full and on demand from and against all liabilities, losses, damages, claims, proceedings and legal costs, judgments and costs (including costs of enforcement) and expenses (in each case whether direct, indirect or consequential) which NCC Group (or its Affiliates) incurs or suffers arising out of or in connection with any claim or action against NCC Group for death and/or personal injury arising out of the Client’s failure to provide safe premises;
- 3.1.10 that, by signing the Authorisation Form, the Client consents, for itself and on behalf of all its Affiliates, to NCC Group (or its Affiliates) performing the Security Testing and confirms that it has procured, where necessary, the consent of all its (and its Affiliates’) third party service providers (including ISPs), third party software vendors and equipment owners, employees, agents and sub-contractors for NCC Group (or its Affiliates) to carry out the Security Testing. Such consent includes authorisation for the purposes of Section 3 of the Computer Misuse Act 1990 that NCC Group, its Affiliates and its and their employees (including, but not limited to, the Consultant), agents and sub-contractors may perform Security Testing which may;
- 3.1.10.1 impair the operation of the System;
- 3.1.10.2 hinder access to the System; and
- 3.1.10.3 impair the operation of any program and/or the reliability of any data relating to the System;
- 3.1.11 that, whilst NCC Group will use reasonable endeavours to avoid disruption of the Client’s network, disruption to the Client’s Systems and/or possible loss of or corruption to data and/or software may occur, and the Client agrees to make back-ups pursuant to clause 3.1.5;
- 3.1.12 to notify NCC Group in writing in advance or as soon as possible after becoming aware of any periods during which NCC Group should not perform the Security Testing or should cease performing the Security Testing due to critical business processes (such as batch runs) or if any part of the System is business critical so that NCC Group may, if necessary, with the Client’s consent, modify its testing approach. Cancellation or rescheduling of the Security Testing pursuant to this clause 3.1.14 shall be subject to the provisions of clause 5 below; and
- 3.1.13 that, where NCC Group (or its Affiliates) supplies any software and/or hardware as part of the Security Testing, Client shall only use such software and/or hardware for lawful purposes, solely to the extent necessary to receive the benefit of the Security Testing Services and in accordance with any applicable licence terms and NCC Group’s (or its Affiliates’) instructions provided from time to time; and
- 3.1.14 to notify NCC Group at least 3 (three) weeks before scheduling the Security Testing Services should any of the Systems are in multi-tenanted servers hosted by Rackspace Limited, Rackspace Inc or their respective Affiliates.

4 Liability

- 4.1 The Client acknowledges that there is a risk that the Services may lead to the loss or corruption of the Client’s data and/or Personal Data affected by the Services, and that the same is an inherent risk of Security Testing even when performed in accordance with Good Industry Practice. The Client is advised to back up its data prior to the Start Date as described in clause 3.1.5. Subject to clause 10.2 of the General Terms and Conditions, NCC Group will not be liable for any such loss of data.

5 Ownership of System

- 5.1 Ownership of the System and all Intellectual Property Rights in the System remain at all times with the Client and/or its ISP or other third party supplier (as applicable).

6 Cancellation and Rescheduling

- 6.1 The Client accepts and acknowledges that NCC Group allocates Consultants weeks or months in advance and would suffer a loss should the Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that it shall pay to NCC Group (as genuinely pre-estimated liquidated damages) the following amount to reflect the losses which NCC Group will incur if such cancellation or rescheduling (the "**Cancellation Fee**");
- 6.1.1 cancellation request 8-21 days before the Start Date: 50% of the Scheduled Days Cost;
 - 6.1.2 rescheduling request 8-14 days before the Start Date with firm re-booking date: 50% of the Scheduled Days Cost; and
 - 6.1.3 cancellation or rescheduling request within 7 days of the Start Date: 100% of the Scheduled Days Cost.
- 6.2 Charging of the Cancellation Fee is at NCC Group's discretion. NCC Group will use reasonable commercial efforts to re-deploy Consultants to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy Consultants, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 6.3 If the Client re-books the Services for another date, the Fees for the Services as re-booked will be payable in addition to any Cancellation Fee.

7 Industry Notifications

- 7.1 Subject to the remainder of this clause, NCC Group and/or its Affiliates may elect to notify relevant third party software and systems vendors of the existence of critical vulnerabilities discovered during performance of the Security Testing. NCC Group will only make such a notification where it reasonably considers that the existence of the vulnerability should be brought to the relevant vendor's attention to prevent harm to other users of the software or systems, and that NCC Group making the notification is generally in the public interest. NCC Group will limit the content of any notification to the existence of the vulnerability in question and will not provide any data or information specific to the Client or which might reasonably be expected to identify the Client. In all cases, NCC Group will never make such a notification in a way that would cause NCC Group to breach its obligations owed to the Client regarding confidentiality and data protection, or any other provision of the Contract unless it is required to do so by law.

**SERVICE-SPECIFIC MODULE
SOCIAL ENGINEERING SERVICES**

Supplementing NCC Group Terms and Conditions for the Supply of Services (UK), General Terms and Conditions

1 Contract Structure and Interpretation

- 1.1 This Service-Specific Module sets out the terms and conditions applicable to Social Engineering Services and is to be read in conjunction with the General Terms and Conditions.
- 1.2 The General Terms and Conditions apply to this Service-Specific Module and the capitalised terms in this Service-Specific Module shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise herein.

2 Definitions:

“**Attack Simulation Target**” means an employee, director or subcontractor of the Client who will or may be subject to the Social Engineering Services;

“**Contact Information**” means the name, title, email address and telephone number of the Attack Simulation Targets;

“**Scheduled Days Cost**” means Fees that correspond to the days scheduled by NCC Group for provision of the Services or the relevant Service Portion (as applicable);

“**Social Engineering Services**” means the provision of phishing, vishing and/or smishing services which simulate an attack on the Client’s employees.

3 Client’s Duties:

- 3.1 The Client agrees:
 - 3.1.1 to ensure at least one employee shall act as liaison between the Client and NCC Group and shall respond promptly to queries and requests for information;
 - 3.1.2 that, in the event that there is any complaint from a third party in connection with the Services, NCC Group may be required to stop providing the Social Engineering Services unless and until such complaint is, in NCC Group’s reasonable opinion, adequately resolved;
 - 3.1.3 to provide accurate Contact Information and to only provide Contact Information for Attack Simulation Targets with whom the Client has permission to target with Social Engineering Services by virtue of a contractual relationship;
 - 3.1.4 to notify NCC Group without undue delay if the Contact Information changes or if the Attack Simulation Target is no longer in scope in accordance with clause 3.1.3;
 - 3.1.5 to not provide any material to be utilised as part of the Social Engineering Services which it does not have permission to use or which may infringe the third party’s Intellectual Property Rights;
 - 3.1.6 that where requested by NCC Group, promptly review any template used by NCC Group for the purposes of the Social Engineering Services and notify NCC Group of any inaccuracies or if it, in the Client’s opinion, may infringe the third party’s Intellectual Property Rights; and
 - 3.1.7 to assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their respective officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims, losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of any breach by the Client of this clause 3 or the provision of the Social Engineering Services, save to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group’s breach of the Contract.

4 NCC Group’s Duties

- 4.1 NCC Group will use reasonable efforts to ensure the Social Engineering Services are provided without any interruptions and that any information provided by NCC Group as part of such Services is accurate and up to date. However, the Client may experience disruptions or receive inaccurate information due to circumstances beyond NCC Group’s control for which, subject to clause 10.2 of the General Terms and Conditions, NCC Group shall not be liable, for example a lack of availability of the backbone internet infrastructure in the UK or other locations. NCC Group (and its suppliers) may also need to perform maintenance of its own hardware and software, which may interrupt the Services. However, NCC Group will endeavour to execute such essential maintenance with the minimum of disruption to the Services.
- 4.2 Nothing in this Service-Specific Module excludes or limits the liability of NCC Group or its Affiliates for: (i) personal injury or death caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be limited or excluded at law.

5 Cancellation and Rescheduling

- 5.1 The Client accepts and acknowledges that NCC Group allocates Consultants weeks or months in advance and would suffer a loss should the Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that it shall pay to NCC Group (as genuinely pre-estimated liquidated damages) the following amount to reflect the losses which NCC Group will incur if such cancellation or rescheduling (the “Cancellation Fee”):
 - 5.1.1 cancellation request 8-21 days before the Start Date: 50% of the Scheduled Days Cost;
 - 5.1.2 rescheduling request 8-14 days before the Start Date with firm re-booking date: 50% of the Scheduled Days Cost; and
 - 5.1.3 cancellation or rescheduling request within 7 days of the Start Date: 100% of the Scheduled Days Cost.
- 5.2 Charging of the Cancellation Fee is at NCC Group’s discretion. NCC Group will use reasonable commercial efforts to re-deploy Consultants to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy Consultants, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 5.3 If the Client re-books the Services for another date, the Fees for the Services as re-booked will be payable in addition to any Cancellation Fee.

**SERVICE-SPECIFIC MODULE
STAFF AUGMENTATION SERVICES**

Supplementing NCC Group Terms and Conditions for the Supply of Services (UK), General Terms and Conditions

1 Contract Structure and Interpretation

- 1.1 This Service-Specific Module sets out the terms and conditions applicable to staff augmentation services and is to be read in conjunction with the General Terms and Conditions.
- 1.2 The General Terms and Conditions apply to this Service-Specific Module and the capitalised terms in this Service-Specific Module shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise.

2 Definitions:

Scheduled Days Cost means Fees that correspond to the days scheduled by NCC Group for provision of the Services or the relevant Service Portion (as applicable);

Staff Augmentation Services means the provision by NCC Group to the Client of one or more Consultants having the qualifications and expertise as described in the Statement of Works for work for the Client in a staff augmentation capacity;

Third Party Tools means any third party software, hardware or other materials purchased by NCC Group as agreed in the Statement of Works in order to enable NCC Group to perform the Staff Augmentation Services; and

Working Day means a period of 7.5 hours on any day other than a Saturday, a Sunday or any day which is a bank holiday in England and Wales.

3 Client's Duties

- 3.1 The Client agrees:
- 3.1.1 that NCC Group shall provide the Consultant to the Client to work in a staff augmentation capacity. The Consultant shall meet the requirements set out in the Statement of Works (including in relation to the required levels of expertise and qualification) and will work at the Client's reasonable direction for the duration of the Staff Augmentation Services;
- 3.1.2 that NCC Group shall ensure that the Consultant provides the Staff Augmentation Services at the dates and times set out in the Statement of Works and, if no such dates or times are set out in the Statement of Works, these shall be agreed between the Client and NCC Group as required (both parties acting reasonably);
- 3.1.3 to notify NCC Group in advance of the Start Date of any policies and procedures that the Consultant must comply with while working on the Client's premises. NCC Group shall ensure that the Consultant shall comply with all reasonable policies and procedures so notified;
- 3.1.4 that, where the Staff Augmentation Services are to take place on the Client's premises, the Client shall ensure that a suitable working space is provided for the Consultant which shall include (without limitation) a desk, network access and, where necessary, access to data centres, server rooms and/or switch rooms. The Client shall also ensure that such premises are safe at all times;
- 3.1.5 that if it requires the Consultant to use any of the Client's (or its third party licensor's or supplier's) software, systems or premises as part of the Staff Augmentation Services, then the Client shall obtain all necessary licences, permissions, consents authorisations and similar from any third party as necessary for the Consultant to make use of the same;
- 3.1.6 that, while NCC Group shall use commercially reasonable endeavours to ensure the same Consultant remains assigned to perform the Staff Augmentation Services for the Term, it may substitute such Consultant at any time upon notice to the Client with another that meets the criteria specified in the Statement of Works; and
- 3.1.7 that, if agreed as part of the relevant Statement of Works, NCC Group will purchase the Third Party Tools in order for it to carry out the Staff Augmentation Services. The costs of such Third Party Tools will be payable by the Client as part of the Fees specified in the Statement of Works.

4 Fees and Payment

- 4.1 Unless stated otherwise in the Statement of Works, the Fees payable in respect of any time spent by the Consultant working on Client matters will be billed in units of one Working Day. If the Consultant is required to work outside of a Working Day, additional Fees will be chargeable at the agreed out of hours rate or, if no such out of hours rate has been agreed, at NCC Group's then standard out of hours rate;
- 4.2 Expenses shall be payable as set out in the Statement of Works. Unless stated otherwise, expenses for travel to and from the Client's or any third party's site other than as stated in the Statement of Works will be charged in line with NCC Groups standard expenses policy.

5 Liability

- 5.1 Notwithstanding that the Staff Augmentation Services may be provided to the Client in connection with a wider project or objective, the Client accepts and acknowledges that: (i) subject to clause 10.2 of the General Terms and Conditions, NCC Group shall have no liability in connection with the outcome of such wider project or objective; and (ii) that NCC Group's only obligation is to provide the Consultant to work at the Client's reasonable direction pursuant to the terms of the Contract. NCC Group does not guarantee any specific results or outcomes from the Staff Augmentation Services.
- 5.2 Other than where the Contract is terminated by the Client pursuant to the General Terms and Conditions as a result of: (i) a material breach by NCC Group; (ii) NCC Group ceases to trade; or (iii) an Insolvency Situation which arises in relation to NCC Group, the Client will be liable in all circumstances (including but not limited to where the Contract is terminated or the Services are cancelled) to pay in full any agreed Fees that relate to the purchase of Third Party Tools as described in clause 3.1.7.
- 5.3 As the Consultant will be provided by NCC Group to work at the Client's reasonable direction, subject to clause 10.2 of the General Terms and Conditions, neither NCC Group nor the Consultant shall be liable to the Client for any breach of this Contract (or for any other type of liability) to the extent that the same resulted from NCC Group or the Consultant complying with the Client's instructions.

6 Cancellation and Rescheduling

- 6.1 The Client accepts and acknowledges that NCC Group allocates Consultants weeks or months in advance and would suffer a loss should the Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that it shall pay to NCC Group (as genuinely pre-estimated liquidated damages) the following amount to reflect the losses which NCC Group will incur if such cancellation or rescheduling (the **Cancellation Fee**):
- 6.1.1 cancellation request 8-21 days before the Start Date: 50% of the Scheduled Days Cost;
- 6.1.2 rescheduling request 8-14 days before the Start Date with firm re-booking date: 50% of the Scheduled Days Cost; and
- 6.1.3 cancellation or rescheduling request within 7 days of the Start Date: 100% of the Scheduled Days Cost.
- 6.2 Charging of the Cancellation Fee is at NCC Group's discretion. NCC Group will use reasonable commercial efforts to re-deploy Consultants to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy Consultants, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 6.3 If the Client re-books the Services for another date, the Fees for the Services as re-booked will be payable in addition to any Cancellation Fee.