

NCC GROUP GENERAL TERMS AND CONDITIONS

1 Definitions and Interpretation

In this Agreement, unless the context otherwise requires:

- (a) capitalised terms have the meanings given to those terms in Schedule 1;
- (b) the rules for the interpretation of this Agreement are set out in Schedule 1; and
- (c) headings are for ease of reference only and do not affect interpretation.

2 Structure of this Agreement

2.1 The agreement pursuant to which NCC Group or an NCC Group Member will provide Services to the Client or the Client Group is 2.1 comprised of the following:

- (a) the terms and conditions specified in the Statement of Work;
- (b) the legal terms of any relevant Service Module;
- (c) the Data Processing Agreement, when applicable;
- (d) these General Terms and Conditions; and
- (e) any other documents incorporated by reference into these General Terms and Conditions, (together, the “**Agreement**”).

2.2 To the extent that there is any inconsistency between any of the terms in those documents listed in clauses 2(a) to 2(e) above, the terms in the document listed first will govern. Where the Statement of Work is entered into between an NCC Group Member and a member of the Client Group, references to the Parties in this Agreement shall be construed accordingly.

2.3 The Statement of Work constitutes an offer by NCC Group or an NCC Group Member to supply the Services to the Client or the Client Group in accordance with this Agreement.

2.4 The Statement of Work shall be accepted by the Client or the Client Group on the earlier of:

- (a) the Client or the Client Group's written acceptance or execution of the Statement of Work; or
- (b) upon any act by the Client or the Client Group 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 Agreement shall come into existence (**Commencement Date**).

3 Non-exclusivity

The Parties acknowledge and agree that this Agreement does not create an exclusive supply arrangement between the Parties.

4 Services

4.1 Performance of the Services

NCC Group will:

- (a) perform the Services using reasonable skill and care and in accordance with Good Industry Practice;
- (b) use reasonable endeavours to meet any Due Dates set out in the Statement of Work, however, the Client acknowledges and agrees that in

respect of the provision of the Services generally, time will not be of the essence; and

- (c) if NCC Group Personnel are performing the Services at a Client Site, use reasonable endeavours to ensure that such Personnel comply with the Client's reasonable Site rules, policies and procedures, as are notified to NCC Group by the Client with sufficient advance written notice.

4.2 Access to Systems

The Client acknowledges and agrees that NCC Group may from time to time request authorisation for NCC Group's Personnel to access Systems in order to provide the Services and:

- (a) promptly upon NCC Group's request, the Client must grant such access to the Systems as is reasonably necessary for NCC Group to provide the Services;
- (b) in connection with such access, NCC Group will comply with any reasonable Client policies and procedures relevant to NCC Group's access to the Systems notified to NCC Group with sufficient advance notice.
- (c) NCC Group will not be liable for any failure to provide the Services as a result of any delay in granting, or refusal to grant, access to the Systems by the Client.

4.3 Client acknowledgement

The Client acknowledges and agrees that:

- (a) nothing in this Agreement 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; and
 - (iii) NCC Group is under 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;
- (b) the Services reflect the state of the Systems as at the relevant Service Start Date;
- (c) the nature, completeness, accuracy or quality of any results, data or information provided by NCC Group to the Client in connection with the provision of the Services (including any Deliverables), is subject to and dependent on the Systems, as well as the information provided to NCC Group by the Client in connection with the provision of the Services; and
- (d) to the extent permitted by Law, NCC Group does not warrant or guarantee the accuracy, completeness or quality of the Services beyond the date that they were provided to the Client, nor does NCC Group represent, warrant or guarantee that any results, data or information provided by NCC Group to the Client in connection with the provision of the Services (including any Deliverables) will be complete, exhaustive or accurate.

5 Deliverables

5.1 Provision of Deliverables

If the Statement of Work contemplates the provision of any Deliverables with or as part of the Services, then NCC Group will provide such Deliverables to the Client within 28 days of the completion of the Services under that Statement of Work, or within such other timeframe as may be agreed by the Parties in writing.

5.2 Draft Deliverables

The Client acknowledges and agrees that:

- (a) in the course of developing any Deliverables contemplated by the Statement of Work, NCC Group may provide draft Deliverables to the Client for comment or review;
- (b) if NCC Group provides such draft Deliverables to the Client, it must not rely on or use such draft Deliverables, unless and until those Deliverables have been delivered to the Client in final form; and
- (c) NCC Group will have no responsibility or liability for the Client's reliance on, or use of, any draft Deliverables provided to the Client in accordance with clause 5.2(a) above.

5.3 Disclosure of Deliverables

- (a) NCC Group consents to the Client disclosing:
 - (i) a complete and unmodified report that is 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
 - (ii) 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.
- (b) For the avoidance of doubt, NCC Group does not consent to any general dissemination or publication of the Report.
- (c) The Client acknowledges and agrees that it is liable for, and indemnifies NCC Group and its Personnel (**Those Indemnified**) from and against any Loss suffered by NCC Group in connection with the disclosure of the Report, to a Legitimate Recipient or otherwise.

6 Client Obligations

6.1 Consent and authority for the Services

- (a) The Client shall comply with its duties and responsibilities contained in this Agreement.
- (b) The Client hereby confirms that, for the purposes of ensuring that NCC Group is compliant with the Computer Misuse Act 1990 (UK), Part 10.7 of the Criminal Code Act 1995 (Australia), Computer Misuse Act 1993 (Singapore), Computer Fraud and Abuse Act 1986 (US) or any other similar or analogous legislation in any relevant jurisdiction, it authorises NCC Group to access the System including any data and programs in such System as set out in the Statement of Work and/or any subsequent written communications between the parties.

- (c) The Client shall ensure that any instructions provided to NCC Group in respect of the System are complete and accurate at all times during the provision of the Services and NCC Group shall be entitled to treat the provider of any such instructions as having ostensible authority on behalf of the Client. 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 as a result of the Client providing inaccurate information or instructions to NCC Group.
- (d) It is a condition that the Client shall, where applicable or required, (i) notify relevant employees that the Services have been scheduled and that the employees may be monitored; and (ii) ensure that it has the consent of all relevant third parties to enable the Services to be performed, which may include internet service provider(s) and any third-party suppliers of the System any other relevant third parties who have any interest in any IT infrastructure, networks, systems, components, applications, information, data, materials, and networks which may be accessed, assessed or tested as part of the Services.

6.2 Data back-up

The Client:

- (a) is advised to back-up the Client Data (or procure that such Client Data is backed-up) at regular intervals during the Term, including immediately before any such Client Data is provided to NCC Group; and
- (b) acknowledges and agrees that, without limiting clause 18.4(a) below, NCC Group will have no liability to the Client for any loss of that Client Data.

6.3 Provision of information

The Client acknowledges and agrees that:

- (a) the provision of the Services and the performance of NCC Group's obligations under this Agreement rely substantially on the provision by the Client from time to time of information, direction, approval, consent and guidance (**Client Input**);
- (b) it must provide all Client Input reasonably required by NCC Group (with Notice to the Client), promptly and without delay;
- (c) it must ensure that any information provided to NCC Group in connection with this Agreement is accurate, complete and reliable; and
- (d) NCC Group will not be responsible or liable (and excludes any such liability) for the non-provision of, or a delay in the provision of, the Services to the extent that such non-provision or delay (as the case may be) was caused or contributed to by the Client's or any of its Personnel's failure to provide, or delay in providing, NCC Group with Client Input.

6.4 Extended Use of the Services

- (a) Except in the circumstances set out in clause 6.4(b) 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 or on behalf of, or for the benefit of, a third party, or allow a third party to make use of the Services.

- (b) Where the Client wishes to procure Services for or on behalf of its Affiliate or a third party (in each case, an **Indirect Client**), or allow an Indirect Client to use the Services, it is a condition of the Agreement that:
- (i) the Client will disclose the Indirect Client to NCC Group in advance in writing and provide NCC Group with any information about the relevant Indirect Client as NCC Group may require;
 - (ii) before the relevant Services commence, the Client will ensure the Indirect Client acknowledges that it has no direct relationship with the NCC Group of Companies;
 - (iii) the Client Notifies the Indirect Client that the disclosure of any relevant Report to the Indirect Client in accordance with clause 5.3 is at the Client's discretion; and
 - (iv) before the relevant Services commence the Client shall (A) ensure any Indirect Client is aware of, and accepts the Services on the basis of, the Agreement, (B) as relevant, procure the compliance by any Indirect Client with the terms of the Agreement as if it were the Client, (C) as regards data protection, ensure that the Indirect Client is aware that, where the Indirect Client is a controller, any provisions in the Agreement relating to the Client as a controller shall be construed as if they were directly applicable between the Indirect Client as the controller and NCC Group as the processor and (D) be responsible and liable for any breaches of the Agreement by Indirect Client(s) and/or for negligence in relation to the performance or failure to perform the Agreement 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).
- (c) NCC Group has no direct relationship with an Indirect Client in relation to the Services and the Parties agree that the Client will raise any concerns or claims on behalf of Indirect Clients. In particular, the Parties agree that:
- (i) 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 Agreement (each an **Indirect Client Claim**) directly against NCC Group on behalf of such Indirect Client. Subject to the remainder of this clause 6.4(c), and clauses 6.4(a) and 6.4(b), for the purpose of any such Indirect Client Claim brought directly against NCC Group on behalf of an Indirect Client, losses suffered by such Indirect Client shall (if proven) be deemed losses suffered by the Client and shall be deemed recoverable against NCC Group;
 - (ii) the limitations and exclusions of liability contained in the Agreement 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
 - (iii) the Client shall indemnify, keep indemnified and hold harmless Those Indemnified in full and on demand from and against any and all Losses suffered, incurred or sustained by Those Indemnified as a result of any claim or action brought against NCC Group or its Affiliates by or in connection with an Indirect Client except in relation to any Indirect Client Claims.

6.5 Export Controls

- (a) Client warrants and represents that neither Client's provision of any software, technology, technical data, or material to NCC Group during the course of the Services, nor NCC Group's performance of the Services, will breach, or cause NCC Group to breach, any applicable import, re-import, export or re-export controls, laws or

regulations of the United Kingdom, including export controls on "deemed exports" (collectively, **Trade Control Laws**).

- (b) Unless the Statement of Work expressly provides otherwise and the proper export license or authorisation has been obtained, Client shall not provide, cause to provide, or otherwise allow the provision of any software, technology, technical data, or material to NCC Group which would necessarily require an export license or authorization to NCC Group or any individual officer, agent, sub-contractor or employee of NCC Group.
- (c) If Client intends to or will provide NCC Group software, technology, technical data or material subject to Trade Control Laws (including items subject to the U.S. Export Administration Regulations), Client must promptly and prior to providing any such software, technology, technical data or material subject, provide the applicable export control classifications to NCC Group. NCC Group will have no obligation to undertake any actions in relation to any software, technology, technical data or material if to do so would put it in breach (or potential breach) of Trade Control Laws. Client assumes the responsibility to obtain any necessary export license or other authorisation under Trade Control Laws, and releases NCC Group from any contractual responsibility to do so.
- (d) Client shall indemnify and hold harmless NCC Group and its officers, agents, sub-contractors and employees from and against any and all liability, loss, damages, costs, legal costs (including reasonable attorney's fees), professional and other expenses, and any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by NCC Group, whether direct, indirect or consequential arising out of Client's breach of this clause 6.5.

7 NCC Group Personnel

7.1 Replacement of NCC Group Personnel

The Client acknowledges and agrees that while NCC Group will use its reasonable endeavours to ensure that the Personnel responsible for the provision of the Services will be involved in the provision of the Services throughout the relevant Service Term, NCC Group may replace any Personnel that are providing the Services to the Client, if NCC Group deems it reasonable or necessary (in its discretion), provided that NCC Group will use its reasonable endeavours to replace any such Personnel with Personnel of equivalent qualification and experience.

7.2 Screening Checks

NCC Group shall undertake background screening checks in accordance with BS7858 in respect of NCC Group Personnel as they join NCC Group if they will be involved in the delivery of the Services.

8 Global Delivery and Subcontracting

8.1 Global Delivery

Without limiting clause 8.2 below:

- (a) the Client acknowledges that NCC Group is a global organisation that delivers the Services to Clients from an Approved Delivery Location and agrees that
 - (i) NCC Group may provide all or part of the Services using one or more NCC Group Members; and/or
 - (ii) Client Data may be accessed through different NCC Group Members and from the Approved Delivery Locations;

- (b) if an NCC Group Member is delivering any part of the Services from an NCC Group Delivery Location, and as a result, any Client Data is processed, including but not limited to disclosed, transferred, stored, handled or can be accessed from that NCC Group Delivery Location (**Transfer**), then the Client consents to such Personal Data forming part of the relevant Transfer; and
- (c) if NCC Group is delivering the Services via an NCC Group Member, then the Client acknowledges that:
 - (i) NCC Group will not be relieved from any liability under this Agreement due to any such arrangement;
 - (ii) NCC Group remains responsible and liable for all obligations, services and functions performed by, and acts and omissions of, the relevant NCC Group Member, to the same extent as if those obligations, services, functions, acts or omissions were performed (or not performed) by NCC Group; and
 - (iii) it must not make any Claim for Losses against the relevant NCC Group Member and agrees that any Claim by the Client in relation to an NCC Group Member must be brought directly against NCC Group.

8.2 Subcontracting

The Client acknowledges and agrees that NCC Group may, with Notice to the Client, subcontract any of its obligations under this Agreement to any other person, provided that NCC Group:

- (a) will not be relieved from any liability under this Agreement due to any subcontracting arrangement entered into pursuant to this clause; and
- (b) remains responsible and liable for all obligations, services and functions performed by, and acts and omissions of, any subcontractor, to the same extent as if those obligations, services, functions, acts or omissions were performed (or not performed) by NCC Group.

9 Non-Solicitation

9.1 During the Term and 6 months thereafter, a Party must not, directly or indirectly:

- (a) engage, solicit, induce or attempt to induce, canvass, approach or accept any approach from any Personnel, with whom a Party had contact during the Term, with a view to:
 - (i) in the case of NCC Group Personnel: engaging that Person, whether or not for the purposes of that Person providing services to the Client the same as or similar to the Services; or
 - (ii) otherwise obtaining that Person's services; or
- (b) induce, assist in inducing or assist any Personnel to cease to be employed by or engaged by the Party.

9.2 The Parties acknowledge and agree that clause 9.1 above shall not prohibit a Party from hiring any Personnel who respond to a general advertisement or solicitation not specifically directed at a Party's Personnel, including any advertisement or solicitation through newspapers, trade publications or job sites/apps.

10 Fees, Invoicing and Payment

10.1 Service pricing

The Client acknowledges and agrees that, where a rate card has been agreed as part of this Agreement, NCC Group may, with Notice to the Client, increase its pricing set out therein on an annual basis with effect from each anniversary of the date of this Agreement in line with the percentage increase in the Retail Price Index in the preceding 12-month period.

10.2 Invoices

The Client acknowledges and agrees that, unless otherwise specified in the Statement of Work, NCC Group will be entitled to issue an invoice to the Client for the Fees payable by the Client under that Statement of Work on the earlier to occur of the execution of that Statement of Work or the relevant Service Start Date.

10.3 Purchase orders

The Client acknowledges and agrees that:

- (a) unless otherwise agreed in the Statement of Work, the Client must provide NCC Group with a valid purchase order or purchase order number for the Services delivered under that Statement of Work;
- (b) If the Client fails to provide the purchase order or purchase order number to NCC Group by the later of:
 - (i) the Service Start Date; or
 - (ii) any date specified in the Statement of Work, then:
 - (iii) such failure may be (in NCC Group's discretion) deemed by NCC Group as a cancellation of the Services by the Client for the purposes of this Agreement, and NCC Group may, with Notice to the Client, terminate that Statement of Work;
 - (iv) notwithstanding clause 4.1(a)(iii) above, such failure to provide the purchase order will not:
 - (A) prevent NCC Group from invoicing the Client for the Services; or
 - (B) diminish NCC Group's entitlement to be paid for the performance of the Services.

10.4 NCC Group supplemental work

The Client acknowledges and agrees that, if the Client Notifies NCC Group that it requires NCC Group's assistance in providing witness evidence, documents, information or other materials relating to the Services in the context of any dispute, regulatory investigation or similar involving the Client, but to which NCC Group is not a party, and NCC Group agrees to such a request (in its discretion) then:

- (a) NCC Group may invoice the Client for any fees, costs and expenses incurred by the Members of NCC Group or its Personnel in connection with the provision of such assistance; and
- (b) the Client must pay such invoice in accordance with clause 10.5.

10.5 Payment

The Client acknowledges and agrees that:

- (a) it must pay each invoice rendered by NCC Group in connection with this Agreement in full and cleared funds to the bank account Notified to the Client by NCC Group within 30 days of the date of that invoice, without any deduction, withholding, set-off, counterclaim, discount, abatement or otherwise;
- (b) if any amount payable by the Client is not paid on or before the Due Date for payment, then NCC Group may charge the Client interest on the overdue amount, at a rate equal to the Bank of England Base Rate from time to time, plus 4% per annum, from the date that the relevant amount becomes payable, until such amount has been paid in full;
- (c) its obligation to pay any invoices rendered by NCC Group in connection with this Agreement will not be conditional upon, or diminished or limited by, NCC Group's use of

any particular payment processing system or process, or its agreement to additional terms;

- (d) 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; and
- (e) if and to the extent that any particular payment processing system or process (**Payment Portal**) requires NCC Group to:
 - (i) incur additional costs or expenses (internal or external), then the Client must reimburse NCC Group for any such costs or expenses; or
 - (ii) accept additional terms and conditions beyond those stated in this Agreement (including any terms of use for the use of the Payment Portal),

then the Client indemnifies Those Indemnified from and against any Losses suffered or incurred by Those Indemnified in connection with their compliance or non-compliance with such terms and conditions.

10.6 Invoice dispute

If the Client disputes the validity of, or amount specified in, any invoice, then, within 30 days of the date of invoice:

- (a) the Client must Notify NCC Group of the details and the nature of the dispute;
- (b) the Client must pay all undisputed amounts of the invoice in accordance with clause 10.5 above;
- (c) pending the resolution of the dispute, the Parties must continue to perform their obligations under this Agreement; and
- (d) either Party may invoke the dispute resolution procedure set out in clause 20 to attempt to resolve the dispute.

11 Withholding Tax

The Client must make all payments due under this Agreement without withholding or deduction of, or in respect of, any Taxes, except as required by Law, in which case, the Client must, when making such payment to NCC Group 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 made.

12 Anti-Bribery and Modern Slavery

Each Party:

- (a) must comply with all applicable Anti-Bribery Laws;
- (b) must not, in connection with this Agreement, offer, promise, give, request, agree to receive, receive or accept any bribe, kickback or financial or other advantage, or commit any corrupt act;
- (c) must comply with the Modern Slavery Laws; and
- (d) must ensure that there is no modern slavery or human trafficking in its supply chains or in any part of its business.

13 Public Statements

Unless otherwise agreed between the parties, neither Party may make any public statement or release any information regarding:

- (a) this Agreement, its existence or any of its terms;
- (b) the relationship between the Parties; or

- (c) any other relationship, agreement or arrangement relating to the relationship between the Parties or this Agreement,

in any marketing materials, announcements, public statements, and other marketing collateral and communications between that Party and any third party.

14 Confidentiality

- 14.1 The Parties acknowledge and agree that the receiving Party must keep confidential, not use or disclose, and take all steps and do all things as may be reasonably necessary, prudent or desirable in order to safeguard, the Confidential Information of the disclosing Party, other than as permitted by this Agreement.

14.2 The receiving Party:

- (a) may disclose Confidential Information of the disclosing Party to its Related Bodies Corporate, Personnel, professional advisors, auditors and insurers, and, where the receiving Party is:
 - (i) the Client, its Indirect Clients; and
 - (ii) NCC Group, any third party that supports NCC Group's performance of the Services (including cloud service providers such as Microsoft Azure and Amazon Web Services),

in each case, that:

- (A) need to know for the receiving Party to exercise any of its rights or perform any of its obligations under this Agreement (and only to the extent that they need to know); and
- (B) are bound by an agreement with the receiving Party containing terms protecting the Confidential Information of the disclosing Party that are no less onerous than this clause 14; and

- (b) must ensure that the Confidential Information of the disclosing Party is kept confidential by its Personnel.

- 14.3 The obligations in clause 14.1 above do not apply to Confidential Information that is required to be disclosed by applicable Laws, the rules of any stock exchange upon which the receiving Party's securities are listed, or any Authority, provided that the receiving Party Notifies the disclosing Party of the required disclosure and discloses the minimum amount of Confidential Information required to satisfy the relevant Laws, rules or requirements of the relevant Authority.

- 14.4 Each Party acknowledges that an award of damages or an account of profits may not adequately compensate the disclosing Party if this clause 14 is breached and without limiting its right to seek damages or any other form of relief, the disclosing Party may seek and obtain an injunction to prohibit or restrain the receiving Party from any breach or threatened breach of this clause 14.

- 14.5 The Client acknowledges and agrees that, except as otherwise required by Law or if otherwise set out in the applicable Service Module, NCC Group is not under any obligation to retain (and may Delete) the Client's Confidential Information, Client Data or Personal Data after the termination or expiry of this Agreement.

- 14.6 If the Client intends to disclose Confidential Information to NCC Group that is controlled by any 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, then the Client must:

- (a) notify NCC Group of such intended disclosure, detailing any associated controls, regulations or restrictions in said Notice; and

- (b) upon disclosure, mark any documents containing such Confidential Information with an obvious restrictive legend.

15 Privacy

15.1 Compliance

Each Party must (and must ensure that its Personnel):

- (a) comply with all Privacy Laws; and
- (b) without limiting the generality of clause 15.1(a) above, and to the extent reasonably requested by the other Party, assist the other Party in complying with the applicable requirements of the Privacy Laws, in particular, by (without limitation) taking into account the state of the art and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, ensure that it has in place appropriate technical and organisational measures (including relevant policies) to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

15.2 NCC Group Policies

The Client must, at all times, comply with the NCC Group Privacy Policy and the NCC Group Information Security Policy.

15.3 Data Processing Agreement

NCC Group can deliver the Services as a "processor" and "controller", as defined in the GDPR. If and insofar NCC Group processes personal data on behalf of the Client, NCC Group act in the role of processor. In that case, the Parties acknowledge and agree that the Data Processing Agreement will apply and forms part of this Agreement. The Data Processing Agreement does not apply if and insofar as NCC Group acts in the capacity of the data controller.

15.4 Personal Data Breach Notifications

If and insofar NCC Group acts in the role of "controller" as defined in the GDPR, the Client:

- (a) acknowledges and agrees that NCC Group will be solely responsible for:
 - (i) determining whether a Personal Data Breach is likely to result in a high risk to the right and freedoms of natural persons as prescribed by the GDPR; and
 - (ii) notifying any relevant Authority and affected individuals regarding the Personal Data Breach, based on NCC Group's assessment made pursuant to clause 4.1(a)(i) above;
- (b) if required, must co-operate with NCC Group to assist it in making the determination referred to in clause 15.4(a) above; and
- (c) must not disclose to any third party (including any Authority) the existence or circumstances surrounding any Personal Data Breach without the prior written approval of NCC, except as otherwise required by Law.

15.5 International Transfers of Personal Data

- (a) NCC Group shall only transfer Personal Data to a third country or international organisation if the conditions for such international data transfer as set out in Privacy Law are met, for instance as prescribed under Articles 44-50 GDPR.
- (b) If and insofar NCC Group processes Personal Data in the role of processor, such data transfers and accompanying legal bases will be set out in the Data

Processing Agreement and its annexes describing the details of the processing activities.

16 Intellectual Property Rights

16.1 No assignment

The Parties acknowledge and agree that this Agreement does not assign, and neither Party may assert ownership of, all or any part of, any Intellectual Property Rights of any person.

16.2 Client Intellectual Property Rights

The Client:

- (a) grants NCC Group of Companies and its Personnel a non-exclusive, non-transferable licence to use the Client Intellectual Property Rights to the extent required for NCC Group and its Personnel to properly perform the Services; and
- (b) must procure, and as at the Commencement Date, warrants and represents that it has procured, the grant of a licence to the NCC Group of Companies and its Personnel from each Indirect Client equivalent to the licence set out in paragraph (a) above.

16.3 Intellectual Property Rights in Deliverables

The Parties acknowledge and agree that all Intellectual Property Rights in and to any Deliverables provided to the Client in connection with the Statement of Work will be owned by NCC Group Members.

16.4 Licence

Subject to payment of the Fees, NCC Group grants to the Client a non-exclusive, limited, non-transferable licence (without the right to sublicense, except in the circumstances contemplated at clause 5.3 above) to copy and use the Deliverables:

- (a) for its internal purposes;
- (b) to the extent required to receive the benefit of the Services for the purpose for which they are supplied; and
- (c) otherwise, in accordance with NCC Group's prior written consent from time to time (such consent not to be unreasonably withheld or delayed).

16.5 Warranty

Each Party warrants and represents that it has, and will at all relevant times have, full authority to grant any licences granted under this Agreement.

17 Warranties

17.1 Each Party represents and warrants to the other Party that:

- (a) it has, and will at all times have, use and apply the skills, qualifications, expertise, capacity and experience necessary to carry out its obligations under this Agreement;
- (b) its signing, delivery and performance of this Agreement will not constitute:
 - (iii) a violation of any judgment, order or decree;
 - (iv) a material default under any material Agreement by which it or any of its assets are bound; or
 - (v) an event that would, with Notice or lapse of time, or both, constitute such a default; and
- (c) it has the requisite power and authority to enter into this Agreement and to carry out the obligations contemplated by this Agreement.

17.2 The Client warrants and represents that it has obtained the consents required pursuant to clause 6.1.

18 Liability

18.1 Application

The Client acknowledges and agrees that:

- (a) this clause 18 prevails over all other clauses of this Agreement and sets forth the entire liability of NCC Group and its Personnel in connection with this Agreement, except to the extent that any Service Modules contain additional exclusions of or limitations to the liability of NCC Group Members; and
- (b) the limitations of the liability of NCC Group Members under this clause 18 have effect in relation to any liability, whether or not contemplated by this Agreement specifically, including any liability arising by reason of the invalidity or unenforceability of any terms of this Agreement.

18.2 Liability reduced by other Party's fault

Each Party's liability to pay Losses to the other Party is reduced to the extent the liability was caused by the other Party or any of its Personnel.

18.3 Duty to mitigate

If a Party suffers any Loss in connection with this Agreement for which the other Party is liable (including under an indemnity), the Party suffering the Loss must use its best efforts to mitigate its Loss.

18.4 Exclusion of consequential loss and limitation of liability

Subject to clauses 18.1 and 18.5, except where to do so would contravene any statute or cause any part of this clause to be void or unenforceable, NCC Group:

- (a) excludes any and all liability of NCC Group to the Client Group and its Personnel (whether arising in contract or tort (including negligence) or under any statute) for:
 - (i) Losses or Claims arising out of or in connection with any materials and/or instructions supplied by the Client, any Indirect Client or any third party acting on behalf of the Client or any Indirect Client; and
 - (ii) any Consequential Loss; and
- (b) limits the liability of NCC Group:
 - (i) in respect of the inadequate performance of the Services, to the re-provision of the relevant Services at no additional cost to the Client; or
 - (ii) for Losses suffered or incurred by the Client Group and its Personnel, to an amount equal to three times the total amount paid or payable by the Client under this Agreement.

18.5 Exceptions

The exclusions and limitations of liability in clause 18.4 do not apply to NCC Group's liability:

- (a) for fraud or fraudulent misrepresentation;
- (b) for personal injury, death property damage caused by negligence;
- (c) that cannot be limited or excluded under Law.

19 Force Majeure Event

19.1 If a Party is wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event (Affected Party), then:

- (a) immediately after the Force Majeure Event arises, the Affected Party must Notify the other Party of the extent to which the Affected Party is unable to perform its obligations;
- (b) the Affected Party must use its best endeavours to mitigate the effect of the Force Majeure Event; and
- (c) provided that the Affected Party complies with clauses 19.1(a) and 19.1(b) above, it will be excused from performing the obligations it is prevented from performing by the Force Majeure Event, until such time as the Force Majeure Event ceases preventing that performance.

19.2 If the Affected Party remains wholly or partially unable to perform its obligations under this Agreement due to a Force Majeure Event for 30 days or more, then either Party may, in its discretion, terminate this Agreement with Notice to the other Party.

19.3 If all or part of this Agreement is terminated in accordance with clause 19.2 above, then neither Party will be liable for any Loss of the other Party suffered or incurred in connection with such termination.

20 Dispute Resolution

20.1 A Party must not start court proceedings (except proceedings seeking interlocutory relief) unless it has complied with this clause 20.

20.2 A Party claiming that a dispute, difference or question arising in connection with this Agreement has arisen (Dispute) must give the other Party Notice of the details of the Dispute (Dispute Notice).

20.3 When a Dispute Notice is given, each Party's authorised representative (or their nominee) must meet and first attempt to resolve the Dispute.

20.4 If the authorised representatives (or their nominees) cannot resolve the Dispute within 30 days (or longer period agreed between the Parties), then each Party may commence court proceedings.

20.5 If a Party breaches this clause 20 in relation to a Dispute, the other Party need not comply with this clause 20 in relation to that Dispute.

20.6 The Parties must continue to perform their respective obligations under this Agreement pending the resolution of a Dispute.

20.7 Each Party must pay its own costs of complying with this clause 20.

21 Suspension, Cancellation and Termination

21.1 Suspension of Services by NCC Group

The Client acknowledges and agrees that:

- (a) NCC Group may, with as much Notice to the Client as is reasonably practicable in the circumstances, suspend, delay or withdraw the provision of the Services to the Client and any Indirect Client, if:
 - (i) NCC Group requires, with Notice to the Client, Client Input that NCC Group reasonably considers is required for the proper performance of the Services; and
 - (ii) the Client fails to provide NCC Group with that Client Input in the time requested, or the Client Input is materially incomplete or inaccurate; and
- (b) NCC Group Members will not be liable to the Client for any Loss suffered or incurred by the Client Group as a result of any suspension or withdrawal of, or delay in providing, the Services effected pursuant to this clause 21.1.

21.2 Termination by the Client

The Client may terminate all or part of this Agreement immediately with Notice to NCC Group, if NCC Group:

- (a) breaches any term of this Agreement which is not capable of remedy;
- (b) breaches any term of this Agreement which is capable of remedy and fails to remedy the breach within 30 days of receiving Notice requiring it to do so; or
- (c) subject to any applicable statutory stay on the exercise of such rights under this clause 21.2, NCC Group suffers an Insolvency Event.

21.3 Termination by NCC Group

NCC Group may terminate all or part of this Agreement immediately with Notice to the Client, if the Client:

- (a) breaches a condition of this Agreement;
- (b) breaches any term of this Agreement which is not capable of remedy;
- (c) without limiting clause 21.3(e) below, breaches any term of this Agreement which is capable of remedy and fails to remedy the breach within 30 days of receiving Notice requiring it to do so;
- (d) subject to any applicable statutory stay on the exercise of such rights under this clause suffers an Insolvency Event; or
- (e) has not paid an undisputed amount in accordance with clause 10.5 above, but only after NCC Group has given the Client a Notice specifying the failure to pay and giving the Client a further five Business Days from the date of that Notice to pay the outstanding amount.

21.4 Amounts payable on termination

Except as otherwise contemplated in a Service Module or the Statement of Work, on termination of this Agreement, the Client must pay to NCC Group, in accordance with clause 10.5 above, any:

- (a) Fees for Services provided up to and including the date of termination; and
- (b) Cancellation Fees, if applicable, as set out in the relevant Service Module or Statement of Work,

which Fees and Cancellation Fees the Client acknowledges and agrees may be invoiced by NCC Group as soon as a termination Notice is provided by either Party.

22 Consequences of Termination

22.1 Consequences

If this Agreement has been terminated (in whole or part) or expires:

- (a) each Party must continue to keep confidential the other Party's Confidential Information in accordance with clause 14;
- (b) each Party's right to use and disclose the other Party's Confidential Information ceases other than in relation to information that that Party is required to retain or disclose in accordance with clause 14, or in order to continue performing any surviving obligations or exercising any surviving rights; and
- (c) the Client must ensure that any Indirect Clients comply with paragraphs (a) and (b) above.

22.2 Accrued rights and remedies, no merger

The Parties acknowledge and agree that the rights and obligations of the Parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

22.3 No prejudice of right of action or remedy

Except as expressly set out in this Agreement, any termination or expiry of this Agreement, in its entirety or as it relates to one or more discrete parts, will not prejudice any right of action or remedy which may have accrued to either Party prior to that expiry or termination.

23 Assignment

Neither Party may assign, transfer or novate its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld.

24 Notices and Communications

24.1 Service of Notices

A notice, demand, consent, approval or communication under this Agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered, or sent by prepaid post or email to the recipient's registered address or, if applicable, the address for Notices specified in the Details or in the Statement of Works, as varied by any Notice given by the recipient to the sender.

24.2 Receipt

A Notice given in accordance with clause 24.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid, certified or registered post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside England); and
- (c) if sent by email, an hour after the time the sender's systems recorded that the email left the sender's system unless, within four Business Hours, the sender is informed (by automatic Notice or otherwise) that the email has not been received by the recipient,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

25 Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the English courts.

26 General

26.1 Except as set out in this Agreement, the Parties acknowledge that:

- (a) no representations or warranties have been given or will be given by either Party or their Personnel pertaining to any matters connected with this Agreement; and
- (b) subject to clause 6.3, neither Party will have any liability to the other as a result of reliance on any information supplied by a Party in connection with this Agreement.

26.2 No amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each Party.

26.3 The Parties acknowledge and agree that any indemnity or obligation of confidence under this Agreement is independent and survives termination of this Agreement, and any other term by its nature intended to survive termination or expiry of this Agreement survives that termination or expiry, including clauses 9, 10, 12, 13, 14, 15, 18, 20, 21.4, 22, 24, 25 and 26.

26.4 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.

26.5 Each Party must pay its own costs of negotiating, preparing and executing this Agreement and any variations to this Agreement.

26.6 This Agreement may be executed in counterparts and all executed counterparts constitute one document.

26.7 This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or

understandings between the Parties in connection with their subject matter.

26.8 A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement will continue in force.

26.9 The Parties acknowledge and agree that:

- (a) if a Party exercises a right and the same, or a similar, right arises at a later date, that Party is not obliged to exercise the right that arises later in the same way as it exercised the initial right;
- (b) if a Party does not exercise a right, or does not require an obligation to be performed, and the same, or a similar, right or obligation arises at a later date, then that Party is not prevented from exercising the right that arises later or requiring performance of the obligation that arises later;
- (c) a delay by a Party in exercising a right will not amount to a waiver of that right; and
- (d) a waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

SCHEDULE 1 | Definitions and interpretation

1. Definitions

In this Agreement, unless the context otherwise requires:

Administrative Data means any data, information and other materials provided to NCC by the Client that is not Service Data;

Affected Party has the meaning given to that term in clause 19.1;

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 (where "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);

Anti-Bribery Laws means all Laws the aim of which is to prevent bribery and/or corruption in any jurisdiction;

Approved Delivery Location includes Australia, Canada, the European Economic Area (EEA), Singapore, Philippines, the United Kingdom, the United States of America;

Authority means State regional or local government department, body or instrumentality or any other public authority, statutory body or certifying body which has relevant jurisdiction, and includes any Regulator;

Business Day means a day that is not a Saturday, Sunday or public holiday in England;

Business Hours means 9.00am to 5.00pm on a Business Day;

Cancellation Fee means an amount set out in the Statement of Work or Service Module, that is payable by the Client upon cancellation or rescheduling of a particular Service (as applicable);

Claim means any claim, demand or proceedings arising out of any cause of action of a Party including for breach of this Agreement or under any indemnity, in tort (including Negligence) and any other common law, equitable or statutory cause of action in connection with the operation of this Agreement;

Client means the individual(s) and/or organisation(s) detailed as such in the Statement of Work.

Client Data means any data, information and other materials provided to NCC Group relating to the Client or any of its operations, administration, facilities, suppliers, Clients, Personnel, strategic or marketing plans, assets and programs, and includes Administrative Data and Service Data;

Client Group means the Client and its Affiliates;

Client Input has the meaning given to that term in clause 6.3(a);

Commencement Date has the meaning given to that term in clause 2.4;

Confidential Information of a Party, means all information (regardless of the form of disclosure or the medium used to store it) treated by the disclosing Party as confidential and of which the receiving Party first becomes aware either:

- (a) through disclosure by the disclosing Party to the receiving Party; or
- (b) otherwise through the receiving Party's involvement with the disclosing Party,

whether or not provided to or obtained by the receiving Party before entering into this Agreement, but excludes information that is:

- (c) in the public domain otherwise than as a result of a breach of this Agreement or another obligation of confidence;

- (d) created by the receiving Party (whether alone or jointly with any person) independently of the disclosing Party's Confidential Information (if the receiving Party has evidence in writing that the information falls within this exception); or

- (e) already known by the receiving Party independently of its involvement in this Agreement or its interaction with the disclosing Party and free of any obligation of confidence;

Consequential Loss means any special, indirect, consequential or punitive Losses, loss of actual or anticipated profits, revenue or savings, loss of goodwill, damage to reputation, loss of business or Agreement, loss, deletion or corruption of any Client Data, wasted expenditure, or Losses suffered in connection with the restoration and/or recovery of Client Data, suffered or incurred by a Party, whether reasonably foreseeable, not reasonably foreseeable, known, unknown or otherwise;

Data Processing Agreement means the data processing agreement set out at <https://www.nccgroup.com/uk/data-privacy/>. Together with the applicable DPA appendix that is agreed between the Parties and describes the details of the processing activities.

Delete means deletion, destruction or, in the context of back-ups of data, ensuring said data is not readily available or accessible (for example, by only holding it as part of an encrypted general system back-up);

Deliverable means:

- (a) all items specified as deliverables in the Statement of Work; and
- (b) all items supplied by, or on behalf of, NCC Group in the course of, or relating to, the Services;

Dispute has the meaning given to that term in clause 20.2;

Dispute Notice has the meaning given to that term in clause 20.2;

Due Date means the date or time specified in this Agreement by or on which an obligation must be performed;

Fee means an amount payable by the Client for the Services supplied under the Statement of Work, calculated in accordance with the prices for those Services as set out in the Statement of Work or Service Module (as the case may be) including any reasonable expenses incurred by NCC Group Members in relation to the Services;

Force Majeure Event means any:

- (a) fire, flood, earthquake, pandemic, epidemic or act of God;
- (b) riot, civil disorder, rebellion or revolution; or
- (c) other similar cause beyond the reasonable control of the Affected Party,

but in each case only if and to the extent that the Affected Party and its Affiliates are without fault in causing the event, and the event, or its effect could not have been prevented by reasonable precautions including:

- (d) invoking any relevant disaster recovery plan;
- (e) appropriate workload management practices; and
- (f) any other prudent back-up or recovery procedures;

GDPR means the European Union General Data Protection Regulation 2016/679;

General Terms and Conditions means these general terms and conditions;

Good Industry Practice means, in relation to the Services, the exercise of skill, diligence, prudence and judgment as would reasonably and ordinarily be expected from an experienced

provider of services the same as or similar to the Services, in the same or similar circumstances and conditions as under this Agreement;

Indirect Client has the meaning given to that term in clause 6.4(a);

Insolvency Event means:

- (a) for a Party any one or more of the following events occurring in respect of that Party:
 - (i) a resolution is passed for the winding up of that person (other than for the purposes of reconstruction or amalgamation, which, in the case of a Party, is on terms which have been previously approved in writing by the other Party);
 - (ii) a liquidator, provisional liquidator or receiver or receiver and manager, voluntary administrator, or administrator of a deed of company arrangement is appointed to all or any part of the property of that person;
 - (iii) a receiver, receiver and manager, voluntary administrator or an administrator of a deed of company arrangement, is appointed to, or a mortgagee takes possession of, all or any part of the business or assets of that person;
 - (iv) that person makes any composition or arrangement or assignment with or for the benefit of its creditors;
 - (v) that person or any creditor appoints a voluntary administrator or a resolution is passed for that person to execute a deed of company arrangement;
 - (vi) that person ceases, or threatens to cease to carry on its business; or
 - (vii) that person becomes unable to pay its debts as and when they become due; or
- (b) for a Party in any other jurisdiction, any event analogous or equivalent to the events described in paragraph (i) occurs in respect of that Party;

Intellectual Property Rights means all intellectual property rights, registered or unregistered, and related rights, including the following rights: 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;

Law means any statute, regulation, rule, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction and includes any regulatory regime or industry code of conduct;

Legitimate Recipient has the meaning given to that term in clause 4.1(a)(i);

Loss means all losses, costs, damages, expenses, fines, penalties and other liabilities (including all legal and other professional expenses) suffered or incurred by any person, whether arising in contract or tort (including negligence) or under any statute or under any other cause of action, and Losses has a corresponding meaning;

Modern Slavery Laws means any Law or regulation which prohibits exploitation of a worker, human trafficking, slavery, servitude, forced labour, debt bondage or deceptive recruiting for labour or services, or similar types of conduct, and applicable or otherwise in force in the jurisdiction in which the Client or NCC

Group is registered or conducts business or in which activities relevant to this Agreement are to be performed;

NCC Group Member means an entity who is an Affiliate of NCC Group;

NCC Group means NCC Group Security Services Limited registered in England & Wales with company number 04474600;

NCC Group Delivery Location has the meaning given to that term in clause 4.1(a)(ii);

NCC Group Information Security Policy means the information security policy of NCC Group provided to the Client, as may be amended from time to time;

NCC Group of Companies means NCC Group and each of its Affiliates;

NCC Group Privacy Policy means the privacy policy of NCC Group located at <https://www.nccgroup.com/privacy-policy/>;

Negligence means a failure to take reasonable care or exercise reasonable skill, whether or not such a duty has been imposed on a Party, under this Agreement or otherwise;

Notice has the meaning given to that term in clause 24.1, and **Notify** and **Notification** have corresponding meanings;

Party means, either NCC or the Client (as the context requires) and in each case, **Parties** means both of them;

Payment Portal has the meaning given to that term in clause 10.5(e);

Personal Data has the meaning given to that term in the Privacy Laws;

Personal Data Breach has the meaning given to that term in the Privacy Laws;

Personnel of a person means:

- (a) the officers, employees, contractors (including Subcontractors) and agents of that person or any of its Affiliates; and
- (b) in respect of the Data Processing Agreement, any subprocessor of a Party,

but in the case of the Client, excludes NCC and any of its Personnel, and **Person** has a corresponding meaning in the singular;

Privacy Law means any Law (to the extent that either Party is subject to it), which affects privacy or any Personal Data (including the collection, storage, use or processing of that Personal Data) including:

- (a) the Privacy Laws, as that term is defined in the Data Processing Agreement; and
- (b) any other Law giving right to an actionable right of privacy;

Regulator means any entity or body having regulatory or supervisory authority over any part of the business or affairs of any member of the Client Group or NCC Group (as the case may be);

Report has the meaning given to that term in clause 4.1(a)(i);

Services means services provided by NCC Group to the Client pursuant to the Statement of Work, as further described in a Service Module;

Service Data means any data, information and other materials provided to NCC Group by the Client that NCC Group uses to provide, or as part of the provision of, the Services;

Service Module means the legal, technical and commercial terms that relate to specific Services, found at <https://www.nccgroup.com/uk/about-us/terms-and-conditions/>, as may be amended by NCC Group in its discretion from time to time;

Service Start Date means the date that is the earlier of:

- (a) the date set out in the Statement of Work; and
- (b) the date on which NCC Group commences the provision of that Service;

Service Term or Term means the period commencing on the Service Start Date and ending on the earlier of (i) the date that the Statement of Work specifies; or (ii) the completion of the Services;

Site means each location specified in the Statement of Work at, or to which, one or more Services are to be supplied or performed;

Statement of Work 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 Work'; or
- (b) NCC Group's quote for the Services; or
- (c) other similar document(s) (including any online form) that sets out Services and the Fees;

Subcontractor means any person engaged by NCC Group to perform all or part of any obligations of NCC Group relating to this Agreement;

Systems 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 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 Module;

Taxes means all duties, taxes, imposts, deductions, charges and withholdings imposed with respect to any transaction contemplated under this Agreement, including:

- (a) value added, goods and services, sales, use, service, consumption or business taxes;

- (b) excise, customs duties and other like taxes, fees or surcharges (including regulatory fees and surcharges); and
- (c) any interest, penalties, charges, fees or other amounts payable on or in relation to the taxes referred to in paragraphs (a) and (b) above; and

Those Indemnified has the meaning given to that term in clause 5.3(c).

2. Interpretation

In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, as amended from time to time in accordance with this Agreement;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to a Party includes that Party's executors, administrators, successors and permitted assigns and substitutes;
- (f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (g) a reference to "this Agreement" in the terms and conditions of this Agreement will be deemed to also refer to "this Statement of Work" for the purposes of the incorporation of the terms and conditions of this Agreement into the Statement of Work;
- (h) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and
- (i) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it.

NCC GROUP SERVICE MODULE ATTACK SURFACE MANAGEMENT SERVICES

1 Agreement Structure and Interpretation

- 1.1 This Service Module sets out the terms and conditions applicable to Attack Surface Management ('ASM') Services and is to be read in conjunction with NCC Group General Terms and Conditions. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions, unless stated otherwise herein.
- 1.2 Clauses 1 to 10 of this Service Module apply to all ASM Services. The Annexes attached to this Service Module set out additional terms and conditions that are applicable to the relevant MSP Software.
- 1.3 To the extent that there is any conflict between (i) Clauses 1-10 of this Service Module and (ii) an Annex to this Service Module, the relevant Annex shall take precedence in respect of the ASM Services to which it relates.

2 Definitions:

"Annual Fees" means those Fees payable by the Client each Contract Year for the ongoing provision of the ASM Services, as set out in the Statement of Work (and excluding, for the avoidance of doubt, the Set Up Fees);

"ASM Portal" means the ServiceNow portal or such other portal which the Client may be granted access to subject to its acceptance of any applicable end user licence agreement or acceptable use policy (as appropriate);

"ASM Services" means the attack surface management services as described in the Specification Documents;

"ASM Software" means the software as provided by CyCognito, Qualys or such other software as NCC Group may use for the purposes of providing the ASM Services, as specified in a Statement of Work (and for the avoidance of doubt, may include MSP Software or Third Party Software, where applicable);

"Assets" means the systems, infrastructure, IP addresses, website URLs, web applications, domains names and/or other assets to be monitored under the ASM Services as detailed in the Statement of Work, identified by the MSP Software and/or as otherwise agreed in writing;

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

"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;

"MSP Software" means any software (including any derivatives of such software) owned by a third party and licensed to NCC Group that NCC Group agrees to make available for use by the Client on an MSP basis as an integral part of the Services, as specified in the Statement of Work;

"Order Form(s)" means an ordering document or online order, including but not limited to an NCC Group, Qualys, CyCognito quote (as applicable) or a Client purchase order, work order or similar document, specifying the ASM Services provided to NCC Group based on the applicable quote and that is accepted by NCC Group.

"Set Up Fees" means (i) those Fees payable by the Client in respect of the Set Up Services, and (ii) all licence fees in respect of the Third Party Software and/or MSP Software, in each case as reasonably determined by NCC Group (in its sole discretion);

"Set Up Services" means the initial onboarding, set up and installation services to be provided by NCC Group in respect of each ASM Service Offering, as set out in the Service Description and/or Statement of Work;

"Specification Document(s)" means the service description and/or similar documents contained or referred to in the Statement of Work or such section of the Statement of Work that describes the relevant ASM Services;

"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 on a resale basis as specified in the Statement of Work; and

"Third Party Vendor Terms" means the specific terms and conditions that will apply to the provision and use of MSP Software, the current version of which is either detailed within the relevant Statement of Work, in an annex to this Service Module or as is otherwise made available to the Client.

3 NCC Group's Duties

- 3.1 NCC Group will upload Reports to the ASM Portal at the frequencies specified in the Statement of Work or as otherwise agreed by the Parties.
- 3.2 NCC Group will use reasonable efforts to ensure the ASM Services are provided at the agreed frequency without any interruptions.

Service Module Attack Surface Management Services

- 3.3 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 the NCC Group 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 and the MSP Software owner may also need to perform maintenance of its own hardware and software, which may interrupt provision of the ASM Services. NCC Group will:
- 3.3.1 endeavour to execute such maintenance with the minimum of disruption to the ASM Services where reasonably possible;
 - 3.3.2 request that the MSP Software owner executes such maintenance with the minimum of disruption to the ASM Services where reasonably possible; and
 - 3.3.3 where reasonably practicable, provide prior notice to the Client.

4 Client's 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 and assistance as is reasonably required by NCC Group to provide the ASM Services;
 - 4.1.3 to use any software which NCC Group (and its Affiliates) supplies to the Client as part of the ASM Services for lawful purposes, solely to the extent necessary to receive the benefit of the ASM Services and in accordance with any applicable licence terms and NCC Group's (and its Affiliates') instructions provided from time-to-time;
 - 4.1.4 to ensure there is sufficient bandwidth to enable NCC Group to perform the ASM Services;
 - 4.1.5 that ownership of all Intellectual Property Rights in the ASM Portal remains with the ASM Portal owner and that nothing in the Agreement will operate to transfer to the Client or to grant to the Client any licence or other right to use the ASM Portal except to the extent necessary to enjoy the benefit of the ASM Services and subject to the Client's acceptance of any applicable end user licence agreement or acceptable use policy (as appropriate);
 - 4.1.6 that NCC Group may, at its absolute discretion, suspend the Client's access to the ASM Portal if the Client uses the ASM Portal in breach of this Agreement;
 - 4.1.7 to ensure that its access credentials for the ASM Portal are stored securely and only used by those employees of the Client that are expressly authorised by the Client to access the ASM Portal and are not shared with any other person. The Client shall take all reasonable steps to prevent any unauthorised access to the ASM Portal and will immediately notify NCC Group if it becomes aware of any such access;
 - 4.1.8 where applicable, if NCC Group (or its Affiliates) requires any of the Client's Intellectual Property Rights to be used in connection with the ASM Portal, the Client shall grant to the NCC Group of Companies a non-exclusive, royalty free licence to use such Intellectual Property Rights solely for the purposes of providing the ASM Services;
 - 4.1.9 to identify the individual(s) who will be the authorised user(s) of the ASM Portal in the Statement of Work or as otherwise agreed in writing;
 - 4.1.10 to inform NCC Group of any changes that may impact the ASM Services, including without limitation:
 - 4.1.10.1 any projected increases in or abnormal usage of the ASM Services outside of what is agreed in the Statement of Work or otherwise agreed in writing;
 - 4.1.10.2 any changes that may impact on the ASM Services or NCC Group's ability to provide the ASM Services;
 - 4.1.10.3 any changes that may have an impact on the capacity or throughput of the ASM Services;
 - 4.1.10.4 any change that impacts the scope of the ASM Services; and
 - 4.1.11 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 ASM Services and confirms that it has procured, where necessary, the consent of all its (and its Affiliates') third party service providers (including internet service providers), relevant third party software vendors and equipment owners, employees, agents and sub-contractors to NCC Group (or its Affiliates) carrying out the ASM Services. Such consent includes authorisation for the purposes of any applicable legislation, including: Part 10.7 of the Criminal Code Act 1995 (Cth) and Part 2 of the Computer Misuse Act 1993, that NCC Group, its Affiliates and its and their respective employees (including, but not limited to, the NCC Group Personnel), agents and sub-contractors may perform ASM Services which may:
 - 4.1.11.1 impair the operation of the System;
 - 4.1.11.2 hinder access to the System; and

4.1.11.3 impair the operation of any program and/or the reliability of any data relating to the System.

5 Third Party Software – Reseller Model

- 5.1 Where a Statement of Work specifies that the ASM Software is Third Party Software, NCC Group shall procure the delivery of such Third Party Software to the Client.
- 5.2 NCC Group shall use reasonable endeavours to deliver the Third Party Software by the applicable delivery date specified in the Statement of Work. 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; or (c) otherwise made available by NCC Group for access or download by the Client.
- 5.3 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 use the Third Party Software.
- 5.4 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.
- 5.5 The Client shall, at all times during and after the termination or expiry of the 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 End User Licence Agreement.
- 5.6 Notwithstanding any other provision in the Agreement to the contrary, NCC Group shall have no liability to the Client or any other party in respect of the Third Party Software (or any acts or omissions of the relevant third party vendors supplying the same), including for times of performance or delivery. For the avoidance of doubt, NCC Group's only obligation is to procure such Third Party Software for the Client on a resale basis, and the Client's rights in respect of such Third Party Software are 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.

6 ASM Software – using ASM Software directly acquired by Client ('Bring Your Own ASM Software')

- 6.1 The Client shall correctly install and configure the ASM Software to enable NCC Group to provide the ASM Services. To the extent agreed in a Statement of Work, NCC Group shall provide reasonable remote assistance in respect of such installation and configuration.
- 6.2 On an ongoing basis for the duration of the Agreement, the Client shall provide NCC Group with all relevant: (i) details of; and (ii) access credentials and user rights in connection with, the ASM Software as requested by NCC Group to enable it to perform the ASM Services.
- 6.3 The Client shall procure and maintain appropriate licences to the ASM Software specified in the Statement of Work for the Service Term to enable NCC Group to perform the ASM Services. For the avoidance of doubt, where the Client has procured, or will procure, the ASM Software directly (and not from or via NCC Group), such ASM Software is not Third Party Software or MSP Software for the purposes of the Agreement and NCC Group has no responsibility for the performance or operation of the same and shall not be liable for any breach of the Agreement to the extent that it was caused (directly or indirectly) by the Client's failure to comply with this clause 6.
- 6.4 The Client confirms that it has obtained all necessary consents in respect of the ASM Software to enable NCC Group to carry out the ASM Services including but not limited to the consent of any relevant third party service providers and/or third party software vendors.

7 MSP Software – MSP Model

- 7.1 Where a Statement of Work specifies that MSP Software will be used as part of the Services, NCC Group shall provide the Client with the right to use such MSP Software subject to the current version of the Third Party Vendor Terms set out in Annex A or Annex B (as applicable) of this Service Module or as provided by NCC Group in a Statement of Work or otherwise provided by NCC Group in writing.
- 7.2 The Client agrees:
- 7.2.1 to comply and to ensure that any users of the MSP Software comply with the elements of the Third Party Vendor Terms applicable to the Services in respect of its use of the MSP Software. NCC Group may, at its absolute discretion, suspend the Client's access to the MSP Software if the Client fails to comply with the applicable Third Party Vendor Terms;
 - 7.2.2 that ownership of all Intellectual Property Rights in the MSP Software remains with the MSP Software owner;

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- 7.2.3 that nothing in the Agreement will operate to transfer to the Client or to grant to the Client any licence or other right to use the MSP Software except to the extent necessary to enjoy the benefit of the ASM Services and as set out in the Agreement;
 - 7.2.4 to ensure that its access credentials for the MSP Software are stored securely and only used by those employees of the Client that are expressly authorised by the Client to access the MSP Software and are not shared with any other person. The Client shall take all reasonable steps to prevent any unauthorised access to the MSP Software and will immediately notify NCC Group if it becomes aware of any such access; and
 - 7.2.5 to identify the individual(s) who will be the authorised user(s) of the MSP Software either in the Statement of Work or as otherwise agreed in writing.
- 7.3 For the avoidance of doubt, to the extent that there is any conflict between the terms of the applicable Third Party Vendor Terms and the remainder of the Agreement, the applicable Third Party Vendor Terms shall prevail.

- 7.4 The Client shall, at all times during and after the termination or expiry of the 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 Vendor Terms.

8 Fees and Payment

- 8.1 Fees for the ASM Services are payable as set out in the Statement of Work. NCC Group shall be entitled to revise the Fees for the ASM 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.
- 8.2 The Parties shall conduct a quarterly review during each Contract Year to assess the Client's consumption of the ASM Services over the preceding three (3) months' ("**Review Period**") during the Contract Year. The Client shall pay for any ASM Services that were consumed beyond the purchased capacity ("**Uplift**") at the end of the Review Period or at the end of the current Service Term (as applicable). Upon renewal, the Client shall purchase the ASM Services which will include the consumption set forth in all then expiring Order Form(s) including any Uplift.

9 Cancellation and Termination

- 9.1 The Client acknowledges and agrees that the ASM Services cannot be cancelled and that, subject to clause 9.2, the Fees paid or payable in relation to the ASM Services are non-refundable. Accordingly, if the Agreement is terminated or the ASM Services are otherwise cancelled:
- 9.1.1 NCC Group will be entitled to retain all Fees paid (and to be paid all outstanding invoices) and no refunds or credits will be given; and
 - 9.1.2 the Client will immediately pay any unpaid Fees that would have been payable in respect of the remainder of the Service Term following the effective date of termination but for such termination.
- 9.2 Notwithstanding clause 7.2, where the Contract is terminated due to material breach by NCC Group, NCC Group shall refund any pre-paid Annual Fees 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 Annual 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.
- 9.3 Notwithstanding any other provision of this clause 8, in no event will termination, irrespective of the reason or circumstance, relieve the Client from paying: (i) Fees in respect of the period prior to the effective date of termination; and (ii) any Set Up 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, which shall become payable immediately on termination.

10 Liability

- 10.1 Subject to the NCC Group 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 due to the Client's breach of clauses 4.1.7 and 7.2.4 of this Service Module.

Annex A – Third Party Vendor Terms (applicable only where CyCognito MSP Software is provided on an MSP model)

1 Definitions

Capitalised terms in this Annex A shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions and this Service Module of which it forms part, unless stated otherwise.

“**Client Data**” means any Personal Data and/or non-Personal Data or other information relating to the Client or in Client’s Assets which is collected, processed, accessed or affected while providing the Service.

“**CyCognito**” means CyCognito Inc., with offices at 530 Lytton Ave., 2nd Floor, #2024, Palo Alto, CA 94301.

“**Reports**” mean any output or results of the Service provided to the Client or generated by the Client.

“**Service**” means the MSP Software which provides real-time attack surface analysis services by continuously simulating sophisticated attackers’ actual reconnaissance and examination processes across live infrastructure and network assets.

2 Client’s Duties

2.1 The Client acknowledges and agrees that:

- 2.1.1 NCC Group will not be responsible for any consequences that may result from technical problems including, without limitation, in connection with the internet (such as slow connections, traffic congestion or overload of CyCognito’s or other servers) or any telecommunications or internet providers;
- 2.1.2 it is responsible for verifying that all Assets are indeed owned or operated by or for the Client and to confirm their inclusion in the Services;
- 2.1.3 except as expressly permitted in this Agreement or otherwise in writing, Client shall not and shall not allow any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, sell, display, transmit, broadcast, transfer or distribute any portion of the Services to any third party, or use the Services in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Services; (iii) reverse engineer, decompile or disassemble, decrypt or attempt to derive the source code of, the Services or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Services or any documentation provided by NCC Group, or any part thereof; (v) use any robot, spider, scraper or other automated means to access or monitor the Services for any purpose; (vi) take any action that imposes or may impose (at NCC Group’s sole discretion) an unreasonable or disproportionately large load on CyCognito’s infrastructure which supports the Services; (vii) interfere or attempt to interfere with the integrity or proper working of the Services, or any related activities; (viii) use the Services in any unlawful manner or for any harmful, irresponsible or inappropriate purpose, or in breach of this Agreement; (ix) remove any identification or proprietary or copyright restrictions from the Services or any documentation; (x) use the Services for any malicious use, any unlawful purpose, or any other purpose not expressly permitted under this Agreement, including but not limited to use the Services for any malicious means, or attack, exploit, abuse, harass, threaten, intimidate or impersonate any of its customers. Without derogating from the above, the Client agrees to be liable to NCC Group for any act or omission of any of its Personnel or anyone on its behalf using the Service that would constitute a breach of this Agreement as if such acts or omissions were performed by the Client;
- 2.1.4 it will not make any claim against NCC Group for lost data, re-run time, inaccurate output, work delays or lost profits resulting from the Service;
- 2.1.5 the Reports are intended for the Client’s internal use only (consistent with the purpose of the Service). The Client may not disclose any Report (or any portion or summary of a Report) to any third party, except (i) with NCC Group’s prior written consent, (ii) as required by applicable law, and (iii) to third parties to the extent reasonably required for the implementation of any remediation recommended in the Reports (provided that such third parties are bound by confidentiality obligations consistent with the obligations set forth in this Agreement);
- 2.1.6 the Reports and outcome of the Service do not constitute legal or other advice, and the Client understands that it must determine the need to obtain its own independent legal or other advice regarding the subject matter of any Report. The Client’s use of and reliance upon the Service and/or the Service results is entirely at its sole discretion and risk, and NCC Group and anyone on its behalf shall have no responsibility or liability whatsoever to the Client in connection with any of the foregoing;
- 2.1.7 the Services are provided on an “as is” and “as available” basis, and without warranties of any kind either express or implied, and NCC Group does not warrant that the Service will meet the Client’s requirements. NCC Group hereby disclaims all warranties, express or implied, including without limitation, implied warranties of merchantability, title, fitness for a particular purpose and non-infringement;
- 2.1.8 NCC Group offers no warranty regarding the reliability of the performance of the Service, including without limitation any warranty: (i) that the Service will detect, block or prevent all security breaches or threats, viruses, spam or other harmful or unwanted code or intrusions; and (ii) that the Service will prevent any cyber threats and/or attacks;

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- 2.1.9 it will keep NCC Group informed of any violation of the Third Party Terms and/or the Agreement; and
- 2.1.10 it shall comply at all times with CyCognito's standard Privacy Policy applicable to the Services, which may be found at <https://www.cycognito.com/privacy-policy>, as such form may be amended by CyCognito from time to time.

3 Intellectual Property

Title and full, exclusive ownership rights in the Service and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill, including NCC Group's, CyCognito's or its third party licensor's Intellectual Property Rights incorporated in the Reports and data related to the Client's usage of the Service (excluding Client Data), are the exclusive property of NCC Group, CyCognito and/or its third party licensor's (as applicable). Through the Service, the Client does not obtain any rights in such technology or Intellectual Property Rights, other than the limited right to use the Service as contemplated under the licence expressly set out herein. The Client will not remove, alter, or obscure any proprietary notices (including copyright notices) of NCC Group, CyCognito and/or its third party licensors on any Reports or on any aspect of the Service. Any suggestions, recommendations, improvements, inventions and feedback made by the Client or on its behalf in connection with the Service are the sole property of CyCognito, irrespective of the creator.

4 Liability

- 4.1 The Client agrees that NCC Group's maximum liability arising out of or in connection with the Service whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence and also including under any indemnity, shall be limited to the total amount of Fees actually paid by Client to NCC Group hereunder for the Service in the six months preceding the applicable incident out of which the liability arose. For the avoidance of doubt: this clause 3 shall take precedence over the Liability clause in the NCC Group General Terms and Conditions in respect of NCC Group's Liability for the Service only.
- 4.2 No action, regardless of form, may be brought by Client after the earlier of (a) 12 months after the date on which the Client becomes aware that a cause of action has arisen, or (b) the period set forth under the applicable statute of limitations.

5 Indemnification

- 5.1 The Client shall indemnify, defend and hold harmless NCC Group, its Affiliates and its and their respective officers, directors and employees from and against any and all third party claims, damages, suits, actions and causes of action or proceedings ("Third Party Claim") in connection with the Service, or in connection with any distribution, publication, exportation, disclosure, misuse or misconduct by Client, or fraudulent behaviour by the Client, with respect to Reports.
- 5.2 Provided the Client's use of all Service is in accordance with the terms of these Third Party Vendor Terms and the Agreement, NCC Group shall indemnify, defend and hold harmless the Client from and against any and all Losses, including those arising out of or resulting from any Third Party Claim, arising out of or otherwise related to the Services infringement of any Intellectual Property Rights of third parties.
- 5.3 Indemnification Procedures. In the event that an indemnified party becomes aware of any Third-Party Claim or other event or circumstances ("Event") which such indemnified party believes may result in a claim for Losses hereunder, the indemnified party shall promptly notify the indemnifying party of such Third-Party Claim or Event. No delay in notifying the indemnifying party of such Third-Party Claim or Event in accordance with the terms hereof shall affect the indemnified party's rights hereunder, unless (and then only to the extent that) the indemnifying party or any of its Representatives are prejudiced thereby. If the indemnified party gives such notice, the indemnifying party will be entitled to participate in such Third-Party Claim and to assume the defence of such Third-Party Claim at the indemnifying party's sole cost and expense. If the indemnifying party exercises its rights to assume the defence of such Third Party Claim, the indemnifying party shall have no obligation to indemnify or pay for or reimburse any indemnified party for any attorneys' fees, investigation costs or litigation expenses incurred by the indemnified party after the assumption of the defence of such Third Party Claim. The indemnified party may participate in and observe the proceedings with its counsel at its own cost and expense, and the indemnifying party shall reasonably cooperate with the indemnified party and its counsel in connection therewith. Each party shall provide the other party with all assistance, information and authority reasonably required for the defence and settlement of the Third Party Claim. Each party agrees that it will not, without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld or delayed, settle, compromise or consent to the entry of any judgment in any pending or threatened Third Party Claim relating to the matters contemplated hereby. The indemnifying party shall not be liable for any settlement of any Third-Party Claim by an indemnified party without the indemnifying party's prior written consent, which consent shall not be unreasonably withheld or delayed.

6 Termination

- 6.1 In the event that CyCognito terminates the agreement between NCC Group and CyCognito under which NCC Group procures the Service and NCC Group is not able to continue to deliver the ASM Services, NCC Group shall be entitled to immediately terminate the ASM Services. NCC Group shall use reasonable endeavours to notify the Client as soon as practicable in the event of any such suspension or withdrawal.
- 6.2 NCC Group may terminate the Client's use of the ASM Services or the Agreement at any time and without prior notice if the Client has breached the Agreement, including but not limited to in the event of delay of payment of Fees. NCC Group shall not be liable to the Client, or any third party, for the termination under this clause 6.2.

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Annex B - Third Party Vendor Terms (applicable only where Qualys MSP Software is provided on an MSP model)

1 Definitions

Capitalised terms in this Annex A shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions and this Service Module of which it forms part, unless stated otherwise.

"Beta Services" means services or functionality that may be made available to Client to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, nonproduction, evaluation or by a similar description;

"Cloud Services" means the products and services, including any data, that are ordered by Client under a Statement of Work and made available online by NCC Group, including any offline components. Cloud Services shall not include any Beta Services;

"Customer Data" means electronic data and information regarding Client's Assets that NCC Group obtains solely as a result of its provision, and the Client's use, of the Cloud Services. Reports shall be deemed to be Customer Data;

"Documentation" means the usage guides and policies made available by NCC Group to Client, as updated from time to time;

"Hardware" means the servers that are included with certain subscriptions to Cloud Services.

"Order" means a written or electronic order issued or accepted by NCC Group pursuant to this Agreement.

"Order Form" means an ordering document or online order, including but not limited to Qualys quote or a Client purchase order, work order or similar document, specifying the Cloud Services to be provided by Qualys that is provided by NCC Group to Qualys based on a Qualys quote and that is accepted by Qualys.

"Reports" means the Reports made available to Client that summarise the findings regarding the Assets;

"Software" means the software loaded onto Hardware provided herein and/or software that is loaded onto Client's servers to allow virtual scanning or connection to the Cloud Services;

"User" means an individual who is authorised by Client to use Cloud Services and to whom Client has supplied a user identification and password. Users may include, for example, employees, Affiliates, consultants, contractors and agents of Client, and third parties with which Client transacts business.

"Qualys" means Qualys Limited with its registered office at 100 Brook Drive, Green Park, Reading, Berkshire, RG2 6UJ, United Kingdom or the entity from which Cloud Services are purchased by NCC Group pursuant to an Order Form.

2 Client Duties

2.1 The Client acknowledges and agrees that:

- 2.1.1 it shall not provide any Personal Data outside of what is strictly needed for the provisioning or use of the Cloud Services, including but not limited to protected health information or sensitive Personal Data;
- 2.1.2 the Cloud Services are provided 'AS IS' and NCC Group disclaims all express or implied warranties regarding the Cloud Services;
- 2.1.3 NCC Group shall not have any liability for either direct or consequential damages to the Client;
- 2.1.4 it shall not (i) modify, adapt, alter, translate or create derivative works of the Cloud Services or Documentation; (ii) reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code used in connection with the Cloud Services and/or any aspect of NCC Group or Qualys' technology; (iii) access and/or engage in any use of the Cloud Services in a manner that abuses or materially disrupts the Assets, networks, security systems, of any third party; (iv) interfere with, overburden, or disrupt the integrity or performance of the Cloud Services; (v) rent, lease or loan the Cloud Services to, or allow the use of the Cloud Services by, a third party via timesharing or as a service bureau; (vi) market, offer to sell, sell, and/or otherwise resell the Cloud Services to any third party; (vii) use the Cloud Services other than in accordance with the Documentation and this Agreement; (viii) use the Cloud Services to scan an Asset for which the Client does not have the right or consent to scan; (ix) remove, alter or obscure any proprietary notices on the Cloud Services or the Documentation; (x) introduce software or agents or other related materials to the Cloud Services which may create multiple accounts, generate automated searches, requests, and queries, or to strip, scrape, deep link, or mine content or material from the Cloud Services; (xi) use the Cloud Services in violation of applicable law; or (xiii) allow any unauthorised use or disclosure of User credentials;
- 2.1.5 use of the Cloud Services are subject to limits on the quantities or number of Assets as specified in a Statement of Work ("Usage Limit"). Such Usage Limit cannot be decreased during the relevant Service Term. If the Client exceeds its Usage Limit, NCC Group will work with the Client to seek to reduce its

usage to conform to the applicable limit. If, notwithstanding NCC Group's efforts, Client is unable or unwilling to abide by the Usage Limit, then Client shall be liable for the Fees for such excess usage in accordance with the Fees and Payment clause.

3 Ordering

- 3.1 Except as otherwise approved by NCC Group in writing, any Order(s) should be at least one Contract Year in term or be coterminous with prior Order(s) if purchased during the middle of the prior Order term.
- 3.2 NCC Group may cancel any Order accepted by NCC Group or refuse or delay shipment of Hardware or Software if Client: (i) fails to make any payments as agreed; or (ii) otherwise fails to comply with the terms of the Agreement. Any such cancellation, refusal or delay by NCC Group does not constitute termination of this Agreement (unless NCC Group so advises Client) or a breach of this Agreement by NCC Group.

4 Fees and Payment

- 4.1 Fees are calculated pursuant to Cloud Services subscriptions purchased and not actual usage of the Cloud Services.
- 4.2 If any Fees owed by the Client are thirty (30) days or more overdue, NCC Group may, without limiting its other rights and remedies, suspend Cloud Services until such amounts are paid in full provided that NCC Group has given Client at least ten (10) days' prior notice that its account is overdue. Such notice may be in the form of an email.

5 Proprietary Rights

- 5.1 Qualys owns the Cloud Services and the Client will not receive any licence or right to use the Cloud Services.
- 5.2 Client grants NCC Group and Qualys, and Client consents to NCC Group and Qualys, hosting, copying, transmitting and displaying Customer Data as necessary for NCC Group to provide the Cloud Services, including without limitation, the provision of the standard support and the use of worldwide Qualys' Affiliates to provide the Cloud Services. Subject to consent herein, NCC Group and Qualys acquire no right, title or interest from Client or its licensors under this Agreement in or to any Customer Data. Client shall be solely responsible for the statements, comments, text, data, materials, or other information including, but not limited to, provided on or through the Cloud Services by Client or the Users.
- 5.3 Client grants to NCC Group, Qualys and their respective Affiliates, a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Client or Users relating to the operation of Qualys' or its Affiliates' services ("Feedback"), provided such feedback is on an anonymised basis and does not include Client's Confidential Information.

6 Use of Cloud Services, Hardware and Software

- 6.1 Hardware. If the Cloud Services on an Order Form include Hardware, then NCC Group will provide the Hardware to the Client on a subscription basis and only for the limited use as permitted herein and in accordance with the Documentation and the applicable Statement of Work. The Client acknowledges that not all Cloud Services subscriptions include Hardware. NCC Group will select the carrier and bear the cost of shipment, insurance and duties for delivery of such Hardware to the location Client designates. At the end of any Service Term that is not renewed, Client will select the carrier and bear the cost of shipment, insurance and duties for return of such Hardware to the location NCC Group designates. Hardware must be returned to NCC Group within fifteen (15) days after the end of the Service Term. In the event that Client does not return the Hardware within fifteen (15) days after the end of the Service Term, then NCC Group shall invoice Client, and Client shall pay such invoice in accordance with the Agreement, for a non-return fee of two thousand five hundred dollars (\$2,500) per piece of Hardware.
- 6.2 Rights and Possession of Hardware. If the Cloud Services in the Statement of Work include Hardware, Qualys retains title, ownership and all rights and interests to such Hardware. Client shall be liable for any misuse, abuse, neglect, or failure to use or protect such Hardware in accordance with the Documentation provided to Client. The Client has no right to relocate Hardware without NCC Group's consent and only in accordance with NCC Group's instructions.
- 6.3 Software. Any Software provided hereunder is provided as part of the Cloud Services on a subscription basis and only for the limited use as permitted herein and in accordance with the related Cloud Services. At the end of any Service Term that is not renewed, Software must be uninstalled within thirty (30) days of the end of the Service Term.
- 6.4 Support. In order to provide the Cloud Services and to support the Software and/or Hardware, NCC Group or Qualys may access the Software and/or Hardware (as applicable) remotely at any time, or, with Client's agreement on Client's premises during the Service Term and solely as necessary to provide the Cloud Services and related support. NCC Group shall not be liable for any failure to maintain or update Software and/or Hardware that is caused by Client's delay or refusal to allow NCC Group or Qualys access to the Software and/or Hardware (as applicable) and shall be excused from any future obligations regarding such Software, Hardware and associated Cloud Services until a reasonable time after such access is provided. Client has no right to access, use, relocate or otherwise handle software, except as directed or authorised by NCC Group.
- 6.5 Open Source. NCC Group provides some of its services with the help of open source software code. NCC Group will provide a list of the then-current list of open source software code used by NCC Group or Qualys to provide the Cloud Services upon written request.

- 6.6 Future Functionality. Client agrees that its purchases are not contingent on any oral or written public comments made by NCC Group regarding future functionality or features not present in the Cloud Services as of the Service Start Date.

7 Export Compliance

- 7.1 The Cloud Services and other Qualys technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. The Client represents that it is not named on any U.S. government denied-party list. In the event that Client or any of Client's Users is added to any such list during the term of this Agreement, then Client shall provide NCC Group with legal written notice in accordance with the Agreement within five (5) days of being named on such list. Client will not permit any foreign national who is, or allow any User to access or use the Cloud Services, from a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Syria or Crimea), by persons or entities prohibited from receiving U.S. exports, or in violation of any U.S. export law or regulation.
- 7.2 Client may not download, export, or re-export any hardware, software or technical data received hereunder, including software and technical data embedded in any hardware, regardless of the manner in which received, (i) into, or to a national or resident of, any country to which the United States has embargoed goods, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By using the Cloud Services, Client represents and warrants that: (a) Client is not located in, under the control of, or a national or resident of, any such country or on any such list; and (b) Client shall comply with all applicable export control laws.
- 7.3 If the Client is a U.S. government entity, Client acknowledges that elements of the Cloud Services constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government end users as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101, 12.211, and 12.212.

8 Term and Termination

- 8.1 Upon termination or expiration of this Agreement, Client shall: (i) cease all use of the Cloud Services; and (ii) promptly and fully destroy, delete, or uninstall any Cloud Services provided herein or certify such destruction. For purposes of clarity and notwithstanding the foregoing, Client may retain and use Reports after termination, subject to the terms and conditions of this Agreement.
- 8.2 For the avoidance of doubt, upon termination or expiry of the Cloud Services, the Client shall destroy all security findings and documents provided to Client, including but not limited to, SOC Reports, assessments, questionnaires, audit findings, security reports, security findings and any non-public information provided by NCC Group to Client.

9 Indemnification

- 9.1 NCC Group will defend, indemnify, and hold harmless Client from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees) to the extent arising from any claim brought against Client by a third party alleging that the Cloud Services infringes a third party's Intellectual Property Rights, provided that Client grant NCC Group or Qualys sole control over the defence of such claim and provide reasonable assistance at NCC Group's expense. Client must not make any admission in relation to the claim and shall take reasonable steps to mitigate its losses and expenses arising from the claim.
- 9.2 Infringement Remedies. Following notice of an infringement claim, and in the event an injunction is sought or obtained against use of the Cloud Service subscribed to hereunder or in NCC Group's opinion is likely to be sought or obtained, NCC Group shall, at its option or expense, either (i) procure for Client the right to continue to use the Cloud Services as contemplated herein, or (ii) replace or modify the Cloud Services to make Client's use non-infringing while being capable of performing the same function without material degradation in performance. In the event the options set forth in sections (i) and (ii) herein above are not reasonably available, NCC Group may in its sole discretion, upon written notice to Client, terminate this Agreement and provide Client a pro-rata refund representing the portion of any Fees paid for the Cloud Services but not used. This section states NCC Group's sole liability and Client's sole and exclusive remedy for claims of infringement related to the Cloud Services.

10 Limitation of Liability

- 10.1 The Client agrees that NCC Group's maximum liability arising out of or in connection with the Cloud Services whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence and also including under any indemnity, shall be limited to an amount equal to the total amount paid or payable by Client hereunder for the Cloud Services in the twelve months preceding the applicable incident out of which the liability arose. For the avoidance of doubt, this clause 7.1 shall take precedence over the Liability clause in the NCC Group General Terms and Conditions in respect of NCC Group's liability for the Cloud Services.

NCC GROUP SERVICE MODULE

COMMERCIAL EVALUATION FACILITY SERVICES

1 Agreement Structure and Interpretation

- 1.1 This Service 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 the NCC Group General Terms and Conditions, which apply to this Service Module. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise.
- 1.2 Clauses 1 to 7 of this Service Module apply to all CLEF Services. The Schedules attached to this Service Module set out additional terms and conditions that are applicable to the individual CLEF Scheme Providers.
- 1.3 To the extent that there is any conflict between (i) Clauses 1-7 of this Service Module and (ii) a Schedule to this Service 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;

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

"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

Service Module Commercial Evaluation Facility Services

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 NCC Group Personnel 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 its Personnel 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 Service Start Date. The Client may provide NCC Group with updated versions of the Product after the Service 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 Work;
- 3.1.11 that 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 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 Work.

4 Assurance Maintenance

- 4.1 Where the Client has entered into the Agreement for Assurance Maintenance Services (as specified in the Statement of Work) 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 Work) 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 Work 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.

Service Module Commercial Evaluation Facility 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 Client accepts and acknowledges that NCC Group often orders Evaluation-Specific Materials and allocates its Personnel 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.
- 7.2 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 above are as follows:
- 7.2.1 cancellation request 8-21 days before the Service Start Date: 50% of the Scheduled Days Cost;
- 7.2.2 rescheduling request 8-14 days before the Service Start Date with firm re-booking date: 50% of the Scheduled Days Cost; and
- 7.2.3 cancellation or rescheduling request within 7 days of the Service Start Date: 100% of the Scheduled Days Cost.
- 7.3 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 Service Start Date. In such circumstances, a Cancellation Fee shall be payable as described in this clause **Error! Reference source not found..**

8 Industry Notifications

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 Agreement unless it is required to do so by law.

Schedule A – NCSC SCHEMES

1 Agreement 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 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

- 3.1 The Client acknowledges and accepts that:

- 3.1.1 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;
- 3.1.2 NCC Group is required to provide a copy of the Report to NCSC following the Evaluation;
- 3.1.3 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
- 3.1.4 NCSC may withdraw a Scheme at any time and any associated Certification may be discontinued as a result.

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

- 3.2.1 following submission of the SIA in accordance with clause 4 of this Service 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
- 3.2.2 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

1 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 Module.

2 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.

3 Evaluation

- 3.1 The Client acknowledges and accepts that:

- 3.1.1 NCC Group cannot disclose the CPNI Standard against which the Product will be tested;
- 3.1.2 the Client may be prohibited, at CPNI’s sole discretion, from observing all or part of the Evaluation;
- 3.1.3 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
- 3.1.4 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.

NCC GROUP SERVICE MODULE

CONSULTANCY AND/OR AUDIT SERVICES

1 Agreement Structure and Interpretation

This Service Module sets out the terms and conditions applicable to Consultancy and/or Audit Services and is to be read in conjunction with the NCC Group General Terms and Conditions. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise herein.

2 Definitions:

"Consultancy and/or Audit Services" means those consultancy or audit services and/or Deliverables detailed in the Statement of Work;

"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;

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

"Service Portion" means a phase, subproject, or similar portion of the total Consultancy and/or Audit Services as described in the Statement of Work or otherwise agreed between the Parties.

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; and
 - 3.1.4.2 a suitable working space is provided for the NCC Group Personnel responsible for the provision of the Services, 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 (or its Affiliates) 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;
- 3.1.6 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 that it is responsible (in consultation with NCC Group) for determining that the scope of the Services as set out in the Statement of Work is appropriate for its needs;
- 3.1.9 that 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 Privacy Laws and, subject to the NCC Group 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 Work, 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 that 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 Work, 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 that, 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 Data 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 that NCC Group Personnel responsible for the provision of the Services will not be legally qualified. As such, the Client accepts and acknowledges that, while NCC Group and/or its Personnel 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) NCC Group Personnel are not legally qualified and (ii) any such identification of issues by NCC Group and any associated Deliverables are provided pursuant to the terms of the Agreement 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 Fees and payment

- 4.1 NCC Group Personnel 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.
- 4.2 No charge is made for periods when NCC Group Personnel is absent due to illness or holidays.

5 Liability

- 5.1 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.
- 5.2 Subject to the NCC Group 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.

6 Cancellation and Rescheduling

- 6.1 The Client accepts and acknowledges that NCC Group allocates its Personnel 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 in the event of such cancellation or rescheduling (the "Cancellation Fee"):
 - 6.1.1 cancellation request 8-21 days before the Service Start Date: 50% of the Scheduled Days Cost;
 - 6.1.2 rescheduling request 8-14 days before the Service 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 Service 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 its Personnel to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy its Personnel, 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.

NCC GROUP SERVICE MODULE

CONTINUOUS PENETRATION TESTING SERVICES

1 Agreement Structure and Interpretation

- 1.1 This Service Module sets out the terms and conditions applicable to continuous penetration testing (CPT) services, and is to be read in conjunction with the NCC Group General Terms and Conditions. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise.
- 1.2 Clauses 1 to 9 of this Service Module apply to all CPT Services. The Schedule(s) attached to this Service Module set out additional terms and conditions that are applicable to the relevant CPT Service Offerings.
- 1.3 To the extent that there is any conflict between (i) Clauses 1-9 of this Service Module and (ii) a Schedule to this Service Module, the relevant Schedule shall take precedence in respect of the CPT Service Offering to which it relates.
- 1.4 Clauses 1 to 9 of this Service Module apply to all CPT Services. The Annex(es) attached to this Service Module set out additional terms and conditions that are applicable to the relevant MSP Software.
- 1.5 To the extent that there is any conflict between (i) Clauses 1-9 of this Service Module and (ii) an Annex to this Service Module, the relevant Annex shall take precedence in respect of the MSP Software to which it relates.

2 Definitions:

“Continuous Automated Orchestration Services” means the process of continuous automated orchestration of development tickets within the Relevant Systems as detailed in the Statement of Work and/or Service Description;

“Contract Year” means each successive period of 12 (twelve) months from the Service Start Date during which the CPT Services are to be provided;

“CPT Portal” means the cyber services portal or such other portal made available for access by the Client as part of the CPT Services, for the purposes of integration, vulnerability finding and categorization, dashboard trending, providing Reports, secure communications, information exchange, incident management (ticket and incident data), and real time performance metrics (as applicable);

“CPT Services” means the portfolio of continuous offensive security services to be delivered by NCC Group as described in the relevant Statement of Work and/or Service Description, both of which are the subject of the Agreement;

“CPT Service Offering” means an individual service offering which forms part of the CPT Services including, without limitation, Continuous Automated Orchestration Services and Security Testing Services;

“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;

“MSP Software” means any software or platform (including any derivatives of such software or platform) owned by a third party and licensed to NCC Group that NCC Group agrees to make available for use by the Client on an MSP basis as an integral part of the Services, as specified in the Statement of Work;

“ISP” means Internet Service Provider;

“Onboarding Form” means the applicable onboarding form requesting pre-Service information from the Client, to be completed by the Client and returned to NCC Group;

“Security Testing” means the process of testing the System as described in the Statement of Work and/or as otherwise agreed in writing by the parties and **“Security Tested”** shall be construed accordingly;

“Relevant Systems” means the systems, networks, or software which the Client requires to be monitored, validated and/or tested (as applicable) as part of the CPT Services, together with any software, systems, networks, data structures, protocols, and firmware linked to the same and data passing across or contained in any of the foregoing;

“Third Party Vendor Terms” means the specific terms and conditions that will apply to the provision and use of MSP Software, the current version of which is either detailed within the relevant Statement of Work, in an Annex to this Service Module or as is otherwise made available to the Client; and

“Working Day” means any day other than a Saturday, a Sunday or any day which is a bank holiday in the country (or countries) specified in the Statement of Work.

3 Client’s Duties

- 3.1 The Client agrees:
 - 3.1.1 to complete and return to NCC Group the relevant Onboarding Form by the Client within 5 Working Days of receipt from NCC Group;
 - 3.1.2 to provide NCC Group with all information, assistance, approvals and authorisations as may be reasonably necessary to allow NCC Group to interface with the Relevant Systems and in order for NCC Group to provide the CPT Services

- 3.1.3 without prejudice to clause 3.1.2:
- 3.1.3.1 to obtain, prior to the Service Start Date, all consents required from its ISP and any third party suppliers of the Relevant Systems together with such other consents required for the CPT Services to be carried out and provide written evidence of such consents upon NCC request;
 - 3.1.3.2 if relevant, and prior to the Service Start Date, to notify relevant employees that the CPT Services are to be carried out and that they may be monitored;
 - 3.1.3.3 to provide remote access to all Relevant Systems as necessary for the provision of the CPT Services;
 - 3.1.3.4 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 Relevant Systems and any other applicable systems, who shall act as liaison between the Client and NCC Group;
 - 3.1.3.5 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 Agreement, the remainder of the Agreement shall take precedence.
- 3.1.4 that it is a condition of the Agreement that, where applicable, it shall, and shall procure that its employees, representatives and any other users, shall comply with any Third Party Vendor Terms;
- 3.1.5 that it shall properly and fully back-up all Client Data and copies of all computer programs and Client Data which are held immediately prior to commencement of the CPT Services, and which may be affected by the provision of the CPT Services and, where appropriate, regularly perform backups during the performance of the CPT Services, to enable straightforward recovery and/or reinstatement of any and all Client Data and/or computer programs lost or damaged (whether in whole or part) through provision of the CPT Services;
- 3.1.6 to 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 CPT Services, except 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 Agreement;
- 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 ensure that, where the CPT Services is taking place on the Client's premises, such 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;
- 3.1.9 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 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 Security Testing Services. Such consent includes authorisation for the purposes of any applicable legislation, including: Part 10.7 of the Criminal Code Act 1995 (Cth), and Part 2 of the Computer Misuse Act 1993, that NCC Group, its Affiliates and its and their employees (including, but not limited to, the NCC Group Personnel), agents and sub-contractors may perform Security Testing Services which may;
- 3.1.9.1 impair the operation of the Relevant System;
 - 3.1.9.2 hinder access to the Relevant System; and
 - 3.1.9.3 impair the operation of any program and/or the reliability of any Client Data relating to the Relevant System;
- 3.1.10 that, whilst NCC Group will use reasonable endeavours to avoid disruption of the Client's network, disruption to the Relevant Systems and/or possible loss of or corruption to Client Data and/or software may occur, and the Client agrees to make back-ups pursuant to clause 3.1.2;
- 3.1.11 that, where NCC Group (or its Affiliates) supplies any software and/or hardware as part of the Security Testing Services, 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

4 NCC Group Duties

- 4.1 NCC Group will use commercially reasonable efforts to make the CPT Services available at the agreed frequency without any interruptions.
- 4.2 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 the NCC Group 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 and the MSP Software owner may also need to perform maintenance of its own hardware and software, which may interrupt provision of the CPT Services. NCC Group will:
- 4.2.1 execute such maintenance with the minimum of disruption to the CPT Services where reasonably possible;
 - 4.2.2 request that the MSP Software owner executes such maintenance with the minimum of disruption to the CPT Services where reasonably possible; and
 - 4.2.3 where reasonably practicable, provide prior notice to the Client.

5 Fees and Payment

- 5.1 Fees for the CPT Services are payable annually in advance of each Contract Year. NCC Group will invoice the Client for the first such payment upon signature of the applicable Statement of Work and subsequent invoices will be raised upon each anniversary thereof during the Service Term.
- 5.2 Fees for the CPT Services are payable as set out in the Statement of Work. NCC Group shall be entitled to revise the Fees for the CPT 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 Cancellation and Termination

- 6.1 The Client acknowledges and agrees that the CPT Services cannot be cancelled and that the Fees paid or payable in relation to the CPT Services are non-refundable. Accordingly, if the Agreement is terminated or the CPT Services are otherwise cancelled:
- 6.1.1 NCC Group will be entitled to retain all Fees paid (and to be paid all outstanding invoices) and no refunds or credits will be given; and
 - 6.1.2 the Client will immediately pay any unpaid Fees that would have been payable in respect of the remainder of the Service Term following the effective date of termination but for such termination.
- 6.2 The CPT Services cannot be postponed by the Client beyond the Service Start Date save by mutual agreement in accordance with the Change Control Procedure set out in clause 7 below, and subject to the payment of any additional Fees payable thereunder.

7 Change Control Procedure

- 7.1 A change to the Agreement, Services and/or Deliverables (a "Change") will not be effective unless agreed and documented by the Parties in accordance with this clause 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 CPT Services, the Deliverables, the Fees and the Agreement.
- 7.4 Where a written request for a Change is received from the Client, NCC Group shall submit a change note ("Change Control Note") within ten (10) 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 five (5) 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; or 8.5.4 reject such Change. Any acceptance or rejection of such Change shall be made by notice in writing to NCC Group.
- 7.6 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 Agreement to the extent specified in such Change Control Note.

8 CPT Portal

- 8.1 NCC Group grants to the Client during the Service Term a non-exclusive, royalty free, licence to access and use the CPT Portal solely to the extent necessary to receive the CPT Services and in compliance with NCC Group's acceptable use policy for such portal in force from time to time.

Service Module Security Testing Services

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- 8.2 Ownership of all Intellectual Property Rights in the CPT Portal remains with NCC Group and nothing in the Agreement will operate to transfer to the Client or to grant to the Client any other licence or right to use the CPT Portal.
- 8.3 NCC Group may at its absolute discretion suspend the Client's access to the CPT Portal at any time if the Client uses the CPT Portal in breach of the Agreement or the applicable acceptable use policy.
- 8.4 The Client shall:
- 8.4.1 ensure that its access credentials for the CPT Portal are stored securely and only used by authorised employees and are not shared with any other person. The Client shall take all reasonable steps to prevent any unauthorised access to the CPT Portal and will immediately notify NCC Group if it becomes aware of any such access;
 - 8.4.1 identify the individual(s) who will be the authorised user(s) of the CPT Portal in the Statement of Work or as otherwise agreed in writing; and
 - 8.4.1 where applicable, if NCC Group (or its Affiliates) requires any of the Client's Intellectual Property Rights to be used in connection with the CPT Portal, grant to the NCC Group of Companies a non-exclusive, royalty free licence to use such Intellectual Property Rights solely for the purposes of providing the CPT Services.

9 Liability

- 9.1 NCC Group shall not be liable for any:
- 9.1.1 disruption to the Relevant Systems or any loss of or corruption to any data and/or software during the period of the CPT Services; or
 - 9.1.2 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 CPT Portal as a result of the Client's breach of clause 7.4.1 of this Service Module.
- 9.2 The Client accepts and acknowledges that the CPT Services reflect the level of information reasonably available to NCC Group when performing such Services. As such, NCC Group does not warrant or guarantee the accuracy of the CPT 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.
- 9.3 NCC Group Personnel will not be legally qualified. As such, the Client accepts and acknowledges that, while NCC Group and its Personnel may give opinions and recommendations based on its industry experience and expertise, the CPT 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

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 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 Agreement unless it is required to do so by law.

Schedule 1 SECURITY TESTING SERVICES

1 Agreement Structure and Interpretation

- 1.1 This Schedule 1 sets out the additional terms and conditions applicable to Security Testing Services is to be read in conjunction with the remainder of this Service Module. Capitalised terms in this Schedule shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise.
- 1.2 To the extent that there is any conflict between (i) Clauses 1-10 of this Service Module and (ii) this Schedule 1, Schedule 1 shall take precedence in respect of the Security Testing Services to which it relates.

2 Definitions

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

"Security Testing" means the process of testing the System as described in the relevant Statement of Work and/or as otherwise agreed in writing by the Parties and **"Security Tested"** shall be construed accordingly;

"Service Portion" means a phase, subproject, or similar portion of the total Security Testing Services as described in the Statement of Work or otherwise agreed between the Parties; 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 Security Testing 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 arrange a mutually convenient time and date with NCC Group for the performance of the Security Testing Services and to inform its ISP of the date agreed with NCC Group;
- 3.1.2 to provide suitable working space for NCC Group Personnel if the Security Testing Services is to take place on the Client's premises, including a desk, network access and, where necessary to perform the Security Testing Services, access to data centres, server rooms and/or switch rooms;
- 3.1.3 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;
- 3.1.4 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 Services or should cease performing the Security Testing Services 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 Services pursuant to this clause 3.1.4 shall be subject to the provisions of clause 4 below; and
- 3.1.5 that notify NCC Group at least 3 (three) weeks before scheduling the Security Testing Services should any of the Systems be in multi-tenanted servers hosted by Rackspace Limited, Rackspace Inc or their respective Affiliates.

4 Cancellation and Rescheduling

- 4.1 The Client accepts and acknowledges that NCC Group allocates its Personnel weeks or months in advance and would suffer a loss should the Security Testing 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 in the event of such cancellation or rescheduling (the **"Cancellation Fee"**):
- 4.1.1 cancellation request 8-21 days before the Service Start Date: 50% of the Scheduled Days CPT;
- 4.1.2 rescheduling request 8-14 days before the Service Start Date with firm re-booking date: 50% of the Scheduled Days CPT; and
- 4.1.3 cancellation or rescheduling request within 7 days of the Service Start Date: 100% of the Scheduled Days CPT.
- 4.2 Charging of the Cancellation Fee is at NCC Group's discretion. NCC Group will use reasonable commercial efforts to re-deploy its Personnel to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy its Personnel, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 4.3 If the Client re-books the Security Testing Services for another date, the Fees for the Security Testing Services as re-booked will be payable in addition to any Cancellation Fee.

Annex A Third Party Vendor Terms for MSP Software (applicable to Continuous Automated Orchestration Services)

1 Agreement Structure and Interpretation

- 1.1 This Annex A sets out the additional terms and conditions applicable to MSP Software and is to be read in conjunction with the remainder of this Service Module. Capitalised terms in this Annex shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise.
- 1.2 To the extent that there is any conflict between (i) Clauses 1-9 of this Service Module and (ii) this Annex A, Annex A shall take precedence in respect of the MSP Software to which it relates.

2 Definitions

"Authorised Users" means those employees, agents, independent contractors of the Client and/or the Client Group who are authorised by the Client to use the MSP Software;

"Cytix" means CYTIX LTD incorporated in and registered in England and Wales with company number 14043556 whose registered office is at 64 Cross Street, Manchester, England, M2 4JQ;

"Cytix Platform" means the Software-as-a-Service (SaaS) platform that analyses development tickets and generates custom test plans, together with any associated Documentation provided by NCC Group, as updated or amended by NCC Group from time to time;

"Documentation" means document(s) commonly referred to as the 'Cytix Product Handbook' made available to the Customer by NCC Group from time to time which sets out a description of the Cytix Platform and the user instructions for the Cytix Platform;

"MSP Terms" - means the terms in this Annex A between the Client and NCC Group that set out the minimum terms of use of the Product

"Virus" means any thing or device (including any software, code, file or programme) which may: (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); and/or (iii) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and

"Vulnerability" means any weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

3 NCC Group Duties

- 3.1 NCC Group does not warrant that:
 - 3.1.1 the Client's use of the CPT Services and/or the Cytix Platform will be uninterrupted or error-free;
 - 3.1.2 the CPT Services, and/or the information obtained by the Client through the CPT Services will meet the Client's requirements;
 - 3.1.3 the CPT Services will identify all Vulnerabilities, risky capabilities, or malicious code provided that NCC Group uses Good Industry Practices to mitigate the risk of Vulnerabilities; or
 - 3.1.4 the CPT Services will not create any malfunction of the Client's Systems, create any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed vulnerability report submissions due to system errors, failed, incomplete or distorted computer or other telecommunication transmission malfunctions of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the internet or at the site, or any combination thereof.
- 3.2 NCC Group is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 3.3 NCC Group reserves the right, in its absolute discretion, to modify the Cytix Platform and provision of its CPT Services from time to time, including by modifying or removing one or more of the product features. If NCC Group makes a material change to the Cytix Platform features, NCC Group shall notify Client by email or by posting a notice in the Cytix Platform.

4 Client Duties

- 4.1 The Client shall:
 - 4.1.1 be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its Relevant Systems to the Cytix Platform, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet;

- 4.1.2 ensure that all necessary access rights, credentials and permissions are obtained and maintained for the Service Term to enable NCC Group to deliver the CPT Services;
- 4.1.3 assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group (or NCC Group Member) 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 NCC Group Members) as a result of its breach of these MSP Terms, except 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 Agreement;
- 4.1.4 not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Cytix Platform in any form or media or by any means;
- 4.1.5 not attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Cytix Platform;
- 4.1.6 not access all or any part of the Cytix Platform in order to build a product or service which competes with the Cytix Platform;
- 4.1.7 not make the Cytix Platform available to any third party or attempt to obtain, or assist third parties in obtaining, access to the Cytix Platform. In the event of any such unauthorized access or use the Client shall promptly notify NCC Group in writing; or
- 4.1.8 introduce or permit the introduction of any Virus or Vulnerability into the Cytix Platform.

5 Ownership

- 5.1 The Client acknowledges and agrees that:
 - 5.1.1 Cytix owns all Intellectual Property Rights in the Cytix Platform;
 - 5.1.2 Except as expressly stated herein, this Agreement does not grant the Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Cytix Platform;
 - 5.1.3 any Intellectual Property Rights related to the CPT Services, Cytix Platform and/or Documentation that arise from the Client's, the Client Group, or Authorised User's (as applicable) requests, suggestions, or ideas ("**Feedback**") will vest in NCC Group, including but not limited to user experience feature enhancement opportunities. The Client grants NCC Group a worldwide, perpetual, royalty-free licence to use, modify, and incorporate such Feedback into its products or services in any manner that NCC Group deems appropriate.

6 Artificial Intelligence

- 6.1 The Client acknowledges and accepts that NCC Group and/or its third party licensors may aggregate and anonymise Client Data, for the purpose of training and improving its artificial intelligence (AI) systems ("**AI Training Datasets**").
- 6.2 NCC Group shall ensure that any anonymisation is performed in accordance with Good Industry Practices to render the Client Data irreversibly non-identifiable.
- 6.3 The Client warrants that it has obtained all necessary rights, authorisations, and consents to permit such use of the AI Training Datasets under clause 6.1 of this Annex.
- 6.4 For the avoidance of doubt, no personally identifiable information (PII) or commercially sensitive information will be incorporated into any AI Training Datasets without the written consent of the Client.
- 6.5 Upon reasonable request, NCC Group shall provide the Client with such information as is reasonably necessary to describe the AI models and training, provided that NCC Group is able to limit or reduce such information to the extent required to maintain and protect NCC Group's and/or its third party licensors' confidentiality obligations to third parties and/or its Intellectual Property Rights.

NCC GROUP SERVICE MODULE

DDOS SERVICES

1 Agreement Structure and Interpretation

This Service Module sets out the terms and conditions applicable to DDOS services and is to be read in conjunction with the NCC Group General Terms and Conditions. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group 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;

"ISP" means internet service provider;

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

"Service Portion" means a phase, subproject, or similar portion of the total DDOS Services as described in the Statement of Work or otherwise agreed between the Parties; 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 DDOS 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 Personnel while they are performing DDOS Services;
- 3.1.4 to 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 DDOS Services is subject to confidentiality obligations no less onerous than those set out in the NCC Group 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 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 Agreement;
- 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 Personnel 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 DDOS Services or the delay in the delivery of the DDOS 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 its 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), third party software vendors and equipment owners, employees, agents and sub-contractors for NCC Group (or its Affiliates) to carry out the DDOS Services. Such consent includes authorisation for the purposes of any applicable legislation, including: Part 10.7 of the Criminal Code Act 1995 (Cth), and Part 2 of the Computer Misuse Act 1993, that NCC Group, its Affiliates and its and their employees (including, but not limited to, the NCC Group Personnel), agents and sub-contractors may perform DDOS Services which may;
- 3.1.12.1 impair the operation of the System;
- 3.1.12.1 hinder access to the System; and
- 3.1.12.1 impair the operation of any program and/or the reliability of any data relating to the System;
- 3.1.13 that there is a risk that the DDOS Services may lead to the loss or corruption of the Client's data and/or Personal Data affected by such DDOS 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 Service Start Date as described in clause 0 above. Subject to the NCC Group General Terms and Conditions, NCC Group will not be liable for any such loss of data;
- 3.1.14 that 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 the NCC Group 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 the NCC Group 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 DDOS Services. NCC Group will endeavour to execute such maintenance with the minimum of disruption to the DDOS 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

- 2.1 The Client accepts and acknowledges that NCC Group allocates its Personnel weeks or months in advance and would suffer a loss should the DDOS 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 in the event of such cancellation or rescheduling (the “**Cancellation Fee**”):
- 7.1.1 cancellation or rescheduling request within 7 days of the Service 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 its Personnel to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy its Personnel, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 7.3 If the Client re-books the DDOS Services for another date, the Fees for the DDOS Services as re-booked will be payable in addition to any Cancellation Fee.

8 Liability

Subject to the NCC Group 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 DDOS Services in accordance with the NCC Group General Terms and Conditions and this Service Module.

NCC GROUP SERVICE MODULE

FORENSIC SERVICES

1 Agreement Structure and Interpretation

This Service Module sets out the terms and conditions applicable to forensic services and is to be read in conjunction with the NCC Group General Terms and Conditions. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise herein.

2 Definitions:

"Equipment" means the hardware, software or other materials and equipment detailed in the Statement of Work 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 Work and/or the Authorisation Form;

"ISP" means Internet Service Provider;

"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); and

"Service Portion" means a phase, subproject, or similar portion of the total Forensic Services as described in the Statement of Work or otherwise agreed between the Parties.

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 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 Work 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, where the Forensic Services are to take place on the Client's premises, to ensure that a suitable working space is provided for NCC Group Personnel which shall include a desk and network access where appropriate;

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 the NCC Group 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, except 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 Agreement;

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 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;

- 3.1.8 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
- 3.1.9 authorises NCC Group to work on or remove Equipment which is compromised or which it believes to be compromised.

4 NCC Group's Duties

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 Work 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 Work 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 Client accepts and acknowledges that NCC Group allocates its Personnel 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 in the event of such cancellation or rescheduling (the "**Cancellation Fee**"):
 - 6.1.1 cancellation or rescheduling request 8-30 days before the Service Start Date: 50% of the Scheduled Days Cost; and
 - 6.1.2 cancellation or rescheduling request less than 8 days before the Service 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 its Personnel to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy its Personnel, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 6.3 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 Fee.

7 Liability

Subject to the NCC Group 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 of any other part of clause 3.1 of this Service Module.

NCC GROUP SERVICE MODULE

MANAGED EXTENDED DETECTION AND RESPONSE SERVICES

- 1.1 This Service Module sets out the terms and conditions applicable to managed extended detection and response services and is to be read in conjunction with the NCC Group General Terms and Conditions. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise.
- 1.2 Clauses 1 to 11 of this Service Module apply to all Managed Extended Detection and Response Services. The Schedules attached to this Service Module set out additional terms and conditions that are applicable to the relevant MXDR Service Offerings, including, if applicable, Network Detection and Response Services (NDR), Managed Endpoint Detection & Response Services (EDR), Managed SIEM Services (SIEM), Online Exposure Monitoring Services (OXM), Retained Incident Response Services (RIR Services), and Managed Software Canary Services.
- 1.4 To the extent that there is any conflict between (i) Clauses 1-11 of this Service Module and (ii) a Schedule to this Service Module, the relevant Schedule shall take precedence in respect of the applicable MXDR Service Offering to which it relates.

"Alert" means a response to the correlation of one or more individual Events processed by an MXDR Service Offering, generated by such MXDR Service Offering where a potential situation requires analysis and investigation;

"Annual Fees" means those Fees payable by the Client each Contract Year for the ongoing provision of the MXDR Services, as set out in the Statement of Work (and excluding, for the avoidance of doubt, the Set Up Fees);

DFIR;

"Contract Year" means in respect of a particular MXDR Service Offering, each successive period of 12 months from the Relevant Go Live Milestone during which that MXDR Service Offering is to be provided;

"DFIR" means NCC Group's digital forensic and incident response team;

"Event" means an individual item of machine data which is generated as a response to an action, change or series of actions and changes made to an IT system or network providing visibility as to the timing and nature of the action or change;

"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;

"False Positive" means an alarm which is generated indicating that a security incident has occurred which subsequent investigation determines is incorrect;

"Go Live Milestone" means in respect of a particular MXDR Service Offering, the earlier of (i) 12 weeks from the date of acceptance of the applicable Statement of Work and (ii) the date NCC Group confirms in writing to the Client that the Set Up Services have been completed;

"ISP" means internet service provider;

"Managed eXtended Detection & Response Services" or **"MXDR Services"** means the portfolio of managed extended detection and response services to be delivered by NCC Group from the SOC and/or DFIR, as described in the relevant Service Description and which are the subject of the Agreement

"MXDR Portal" means the NCC Group Unified Cyber Platform (UCP) (or any alternative portal) made available for access by the Client as part of the MXDR Services, for the purposes of providing secure communications, information exchange, incident management (ticket and incident data), and real time performance metrics;

"MXDR Service Offering" means an individual service offering which forms part of the MXDR Services;

"MSP Software" means any software (including any derivatives of such software) owned by a third party and licensed to NCC Group that NCC Group agrees to make available for use by the Client on an MSP basis as an integral part of the Services, as specified in the Statement of Work;

"NCC Equipment" has the meaning given to it in clause 5.1;

"Normal Office Hours" means 8am – 6pm (GMT/BST or as applicable at the relevant time in the country or region specified in the Statement of Work) on any day which is a Working Day;

"Onboarding Form" means the applicable onboarding form requesting pre-Service information from the Client, to be completed by the Client and returned to NCC Group within 5 (five) Working Days of receipt from NCC Group;

"Relevant Go Live Milestone" means the date which is the earliest of the respective Go Live Milestones for all MXDR Services to be provided under the Agreement;

"Relevant Systems" means any systems, networks, hardware or software which the Client requires to be monitored or investigated (as applicable) as part of the MXDR 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;

"Service Level(s)" means the applicable service level(s) that shall apply to the MXDR Service Offerings, as contained in the Service Description and/or Statement of Work;

Managed Extended Detection and Response Services

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"Service Level Appendix" means the appendix to the Service Description setting out the Service Levels (if applicable) to the MXDR Service Offerings;

"Service Level Start Date" means, in respect of each Service Level, the date which is 4 (four) weeks from the applicable Go Live Milestone or such other date as is specified in the applicable Statement of Work;

"Set Up Fees" means (i) those Fees payable by the Client in respect of the Set Up Services, and (ii) all licence fees in respect of the Third Party Software and/or MSP Software, as specified in the Statement of Work;

"Set Up Services" means the initial set up and installation services to be provided by NCC Group in respect of each MXDR Service Offering, as set out in the Service Description and/or Statement of Work;

"Service Description" means the service description applicable to the MXDR Services and which forms part of the Agreement, as updated by NCC Group from time to time;

"Site(s)" means the location(s) which the Client has advised NCC Group in the Onboarding Form that the NCC Equipment will be located or, where no such site is stated in the Onboarding Form, such location(s) as agreed between the Parties;

"SOC" means NCC Group's 24-hour security operations centre;

"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 on a resale basis as specified in the Statement of Work;

"Third Party Vendor Terms" means the specific terms and conditions that will apply to the provision and use of MSP Software, the current version of which is either included within the relevant Statement of Work, Schedule to this Service Module, or is otherwise made available by NCC Group;

"Working Day" means any day other than a Saturday, a Sunday or any day which is a bank holiday in the country (or countries) specified in the Statement of Work; and

"Working Hours" means a period of 8 hours during Normal Office Hours.

3.1 The Client agrees:

3.1.1 to complete and return to NCC Group the relevant Onboarding Form by the Client within 5 Working Days of receipt from NCC Group;

3.1.2 to provide NCC Group with all information, assistance, approvals and authorisations as may be reasonably necessary to allow NCC Group to interface with the Relevant Systems and in order for NCC Group to provide the MXDR Services;

3.1.3 without prejudice to clause 3.1.2:

3.1.3.1 to obtain, prior to the Service Start Date, all consents required from its ISP and any third party suppliers of the Relevant Systems together with such other consents required for the MXDR Services to be carried out and provide written evidence of such consents upon NCC request;

3.1.3.2 if relevant, and prior to the Service Start Date, to notify relevant employees that the MXDR Services are to be carried out and that they may be monitored;

3.1.3.3 to provide remote access to all Relevant Systems as necessary for the provision of the MXDR Services;

3.1.3.4 to ensure that its Relevant Systems shall use Western character sets (and that NCC Group shall not be required to carry out the MXDR Services on Relevant Systems which use non-Western character sets for the duration of the MXDR 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 to inform NCC Group of any network or infrastructure changes that may impact the MXDR Services or NCC Group's ability to provide the MXDR Services;

3.1.3.7 to provide feedback to NCC Group from investigations carried out when an incident reported via the MXDR Services is found to be a False Positive; and

3.1.3.8 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 to comply with its obligations in respect of any NCC Equipment as set out in the applicable Schedule to this Service Module or otherwise in this Agreement;

3.1.5 where the MXDR 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 NCC Group Personnel 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 (or its Affiliates) incurs or suffers directly or indirectly in any way whatsoever arising out of or in connection with any claim or action against NCC Group (or its Affiliates) for death and/or personal injury arising out of the Client's failure to provide safe premises;

- 3.1.6 to only use the MXDR 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 Agreement, the remainder of the Agreement shall take precedence;
- 3.1.8 that NCC Group may retain information or data resulting from the MXDR Services to the extent that it reasonably requires it to improve its managed extended detection and response services generally.
- 3.2 The Client agrees that it is a condition of the Agreement that, where applicable, it shall, and shall procure that its employees, representatives and any other users, shall comply with any Third Party Vendor Terms.
- 3.3 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 failure by the Client to comply with its obligations under this clause 3.
- 4.1 NCC Group shall notify the Client if any threat or malicious activity is detected through the MXDR Services in accordance with the reporting mechanisms and principles agreed with the Client in the Onboarding Form and in line with the Service Description for MXDR Services.
- 4.2 NCC Group shall, subject to the remainder of this Service Module and with effect from the applicable Go Live Milestone for the relevant MXDR Service Offering, provide the MXDR Services in accordance with the applicable Service Levels provided that any remedies for failure to meet the Service Levels as set out in clause 4.3 below shall only apply from the applicable Service Level Start Date.
- 4.3 If NCC Group's provision of the MXDR Services does not meet the applicable Service Levels in accordance with clause 4.2 above, the Client shall be granted Service Credit(s) in accordance with the Service Level Appendix, to the extent applicable. Such Service Credit(s) (and/or any other remedies specified in the Service Level Appendix) shall be the Client's sole and exclusive remedy for such failure to meet the Service Levels.
- 4.4 Any failure by NCC Group to achieve a Service Level or other obligation under the Agreement shall be disregarded (and NCC Group shall not be considered in breach of its obligations hereunder) where such failure is caused by or related to:
 - 4.4.1 a failure by the Client to comply with its obligations under the Agreement; and/or
 - 4.4.2 without prejudice to the generality of the force majeure clause within the NCC Group General Terms and Conditions, any event or circumstance which is beyond the reasonable control of NCC Group, including but not limited to:
 - 4.4.2.1 any failure, disruption and/or error in the Relevant Systems;
 - 4.4.2.2 ISP or third party software supplier (including AWS) failures or disruptions;
 - 4.4.2.3 any failure, disruption and/or error in the Client's infrastructure upon which NCC Equipment, Third Party Software or MSP Software is hosted;
 - 4.4.2.4 an error or fault with the NCC Equipment caused by a breach by the Client of its obligations in respect of such NCC Equipment;
 - 4.4.2.5 an error or fault with any Third Party Software, other than where caused by configuration by NCC Group of such Third Party Software as part of the MXDR Services;
 - 4.4.2.6 any other event or circumstance specifically referred to in the applicable Schedule to this Service Module, the Service Description and/or the Statement of Work).
- 4.5 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.
- 5.1 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 5 shall apply.
- 5.2 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

Managed Extended Detection and Response Services

NCC Group. The NCC Equipment shall not be disposed of or used other than in accordance with NCC Group's written instructions or authorisation.

- 5.3 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.
- 6.1 Annual Fees for the MXDR Services are payable annually in advance. NCC Group will invoice the Client for the first such payment upon the Relevant Go Live Milestone, and subsequent invoices will be raised upon each anniversary thereof during the Service Term. NCC Group will invoice the Client for the Set Up Fees upon the acceptance of the applicable Statement of Work or as otherwise agreed in a Statement of Work.
- 6.2 NCC Group shall be entitled to revise the Fees for the MXDR Services at the end of each Contract Year by giving the Client written notice of such change not less than thirty (30) days' prior to the end of that Contract Year.
- 6.3 NCC Group shall be permitted to charge the Client additional fees should additional services not specified within the Statement of Work become necessary or are requested by the Client.
- 6.4 All payments due under this Agreement shall be made without any deduction by way of set off, counterclaim, discount or abatement or otherwise except where the Client is expressly permitted to do so by court order.
- 6.5 Expenses for travel to a Client's location where required for the purposes of the MXDR Services or any additional services pursuant to clause 6.3 shall be chargeable in addition to the Fees.
- 7.1 The Client acknowledges and agrees that the MXDR Services cannot be cancelled. Subject to clause 7.3 below, any Fees paid or payable in relation to MXDR Services are non-refundable.
- 7.2 In the event of termination of the Agreement, 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 Service Term following the effective date of termination but for such termination.
- 7.3 Notwithstanding clause 7.2, where the Agreement is terminated due to material breach by NCC Group, NCC Group shall refund any pre-paid Annual Fees covering the remainder of the Service Term after the effective date of termination and the Client shall not be required to pay any Annual Fees that would have been payable in respect of the remainder of the Service Term 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: (i) Fees in respect of the period prior to the effective date of termination; and (ii) any Set Up Fees that would have been payable in respect of the remainder of the Service Term following the effective date of termination but for such termination, which shall become payable immediately on termination.
- 7.5 The MXDR Services cannot be postponed by the Client beyond the Service Start Date save by mutual agreement in accordance with the Change Control Procedure set out in clause 8 below, and subject to the payment of any additional Fees payable thereunder.
- 8.1 A change to the Agreement, Services or Deliverables (a "**Change**") will not be effective unless agreed and documented by the Parties in accordance with this clause 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 MXDR Services, the Deliverables, the Fees and the Agreement.
- 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 ten (10) 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 five (5) 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; or
- 8.5.4 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 Agreement to the extent specified in such Change Control Note.
- 9.1 NCC Group grants to the Client during the Service Term a non-exclusive, royalty free, licence to access and use the MXDR Portal solely to the extent necessary to receive the MXDR Services and in compliance with NCC Group's acceptable use policy for such portal in force from time to time.
- 9.2 Ownership of all Intellectual Property Rights in the MXDR Portal remains with NCC Group and nothing in the Agreement will operate to transfer to the Client or to grant to the Client any other licence or right to use the MXDR Portal.
- 9.3 NCC Group may at its absolute discretion suspend the Client's access to the MXDR Portal at any time if the Client uses the MXDR Portal in breach of the Agreement or the applicable acceptable use policy.
- 9.4 The Client shall ensure that its access credentials for the MXDR Portal are stored securely and only used by authorised employees and are not shared with any other person. The Client shall take all reasonable steps to prevent any unauthorised access to the MXDR Portal and will immediately notify NCC Group if it becomes aware of any such access.
- 10.1 NCC Group shall not be liable for any:
 - 10.1.1 loss of or damage to the Client's, its agents' and/or its subcontractors' property caused directly or indirectly by the NCC Equipment;
 - 10.1.2 disruption to the Relevant Systems or any loss of or corruption to any data and/or software during the period of the MXDR Services; or
 - 10.1.3 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 MXDR Portal as a result of the Client's breach of clause 9.4 of this Service Module.
- 10.2 The Client accepts and acknowledges that the MXDR Services reflect the level of information reasonably available to NCC Group when performing such Services. As such, NCC Group does not warrant or guarantee the accuracy of the MXDR 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.
- 10.3 NCC Group Personnel will not be legally qualified. As such, the Client accepts and acknowledges that, while NCC Group and its Personnel may give opinions and recommendations based on its industry experience and expertise, the MXDR 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.

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 MXDR 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 Agreement unless it is required to do so by law.

Schedule A – NETWORK DETECTION AND RESPONSE SERVICES

1 Agreement Structure and Interpretation

This Schedule A sets out the additional terms and conditions applicable to Cyber Threat Management Services and is to be read in conjunction with the remainder of this Service Module. Capitalised terms in this Schedule shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise herein.

2 Definitions:

"Network Detection and Response Services" or **"NDR Services"** means the process of assessing the Relevant Systems for malicious traffic using (i) network detection technology, (ii) proprietary threat intelligence and (iii) remote analyst reviews, triage & investigation of threats;

"NDR Software" means NCC Group's intrusion detection software installed upon NCC Equipment and provided by NCC Group to Client for the purposes of the NDR Services; and

"NCC Group VPN" means the virtualised private network connecting the NCC Equipment to the SOC.

3 NCC Equipment

3.1 Prior to the Service Start Date, NCC Group shall deliver the NCC Equipment to the Site specified within the Onboarding Form. Any delivery dates given by NCC Group are estimates only, and delivery shall be deemed to have occurred when the NCC Equipment arrives at the specified Site.

3.2 If the Client fails to take delivery of the NCC Equipment, NCC Group may (i) arrange (at the Customer's cost) for the return and storage of the NCC Equipment until such other date for delivery is agreed between the Parties or (ii) treat the Agreement as repudiated and dispose of the NCC Equipment in any way it sees fit, including by sale to another client.

3.3 The Client shall:

3.3.1 notify NCC Group in writing of any fault or damage to the NCC Equipment within five (5) Working Days of deemed delivery and, at the request of NCC Group, return the NCC Equipment to NCC Group or make the NCC Equipment available for collection and/or inspection;

3.3.2 correctly install and configure the NCC Equipment to the System such that the NCC Group VPN to be able to connect to the System; and

3.3.3 ensure that any hardware and/or software which is included or interoperable with the NCC Equipment is in good working order and functions fully and properly in accordance with the relevant manufacturer user manuals.

3.4 NCC Group shall, upon request, provide remote only support services in connection with the installation and configuration of the NCC Equipment and NDR Software, subject to the payment of additional charges where such support exceeds Working Hours on one Working Day in aggregate.

3.5 Subject to the NCC Equipment being correctly installed and configured, NCC Group shall connect the NCC Group VPN to the System to receive alerts generated by the NCC Group intelligence feed.

3.6 The NCC Equipment shall at all times be and remain NCC Group's exclusive property. Subject to the Client's compliance with this clause 3, NCC Group shall grant the Client a non-transferrable, revocable right:

3.6.1 to install and configure the NCC Equipment to the Relevant Systems; and

3.6.2 to use the NCC Equipment, solely in relation to the Relevant Systems and/or the Services and in accordance with the manufacturer instructions and as otherwise expressly instructed by NCC Group.

3.7 The Client agrees that it shall not:

3.7.1 use the NCC Equipment for any purpose other than for the NDR Services;

3.7.2 use the NCC Equipment in accordance with the Agreement and as expressly directed by NCC Group and the manufacturer user manuals;

3.7.3 modify, relocate or otherwise tamper with any NCC Equipment unless such modification, relocation or tampering is undertaken under the supervision of NCC Group Personnel; and

3.7.4 void any applicable manufacturer warranties.

3.8 The NCC Equipment shall be held by the Client in safe custody at Client's own risk and maintained and kept in good condition until returned to NCC Group and shall not be disposed of or used other than in accordance with NCC Group's written instructions or authorisation. Without prejudice to the generality of the foregoing, the Client agrees that it shall:

3.8.1 ensure that the NCC Equipment remains at the Site and shall not be relocated without the prior written consent of NCC Group;

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- 3.8.2 ensure that the NCC Equipment is kept in a suitable secure location;
 - 3.8.3 allow NCC Group and/or its appointed agents and contractors (on reasonable notice during Normal Office Hours) to attend the premises where the NCC Equipment is or may be stored to repair, recover, retrieve, replace or inspect the condition of the NCC Equipment;
 - 3.8.4 be responsible for any damage to or loss of the NCC Equipment from the point of deemed delivery to the Client until the safe return of the NCC Equipment to a location requested by NCC Group in writing, and accordingly shall at all times maintain in full force adequate insurance cover in respect of any and all loss of and/or damage to the NCC Equipment during such period. Such insurance shall be to the full replacement value of the NCC Equipment.
- 3.9 NCC Group shall, subject to clause 3.10, provide NCC Equipment which is in good working order and use reasonable endeavours to provide replacement NCC Equipment as soon as reasonably practicable, but in any event within 10 Working Days of receipt of the notification from the Client of the relevant fault or damage.
- 3.10 NCC Group shall not be required to repair or replace faulty or damaged NCC Equipment if:
- 3.10.1 the NCC Equipment is damaged or a fault has occurred due to the improper use, handling, alteration, installation, repair, maintenance or storage of the NCC Equipment as determined by NCC Group (acting reasonably);
 - 3.10.2 the Client, its personnel, agents and/or contractors use the NCC Equipment for purposes other than permitted under this Agreement, the manufacturer user manuals or the express instructions of NCC Group;
 - 3.10.3 the Client (or its appointed agent or contractor) has incorrectly installed the NCC Equipment to the Relevant Systems;
 - 3.10.4 the Client fails to notify NCC Group of any loss or damage to the NCC Equipment within the timescales required under clause 3.9;
 - 3.10.5 the manufacturer deems that the warranty has been voided;
 - 3.10.6 the Client makes further use of the NCC Equipment after discovering any fault or damage; or
 - 3.10.7 NCC Group (acting reasonably) determines that the fault or damage to the NCC Equipment is negligible and does not impact the delivery of the NDR Services,
- and in such circumstances any replacement of the NCC Equipment by NCC Group shall be at NCC Group's sole option, and shall be charged to the Client at full retail cost plus reasonably incurred fees for such replacement.
- 3.11 Upon expiry or termination of the Agreement, the Client shall (at its own cost and risk) return by reputable courier the NCC Equipment to the location specified in writing by NCC Group within ten (10) Working Days of the MXDR Services ceasing (the "**Return Period**"). The NCC Equipment shall be deemed to have been returned to NCC Group when the NCC Equipment arrives at the specified location. Risk in the NCC Equipment shall not pass to NCC Group until NCC Group has issued written signed acknowledgement of receipt.
- 3.12 The Client shall be liable for all errors, failures and damage to the NCC Equipment that is detected by NCC Group and notified to the Client within thirty (30) days of the return of the NCC Equipment, save where such errors, failures or damage can reasonably be attributed to an inherent failure or error in the NCC Equipment.
- 3.13 If NCC Group does not receive the NCC Equipment:
- 3.13.1 within the Return Period; and
 - 3.13.2 in good cosmetic condition; and
 - 3.13.3 in good working order as determined by NCC Group in its reasonable opinion, taking into consideration fair wear and tear; and
 - 3.13.4 with any warranty sticker still intact and untampered with,
- then the Client shall be liable to pay to NCC Group either (i) the then replacement value of the NCC Equipment as at the end of the Return Period where the Agreement has expired; or (ii) the then current full retail price of the NCC Equipment as at the end of the Return Period, upon earlier termination of the Agreement.
- 3.14 Save as may be otherwise agreed between the Parties, a return-to-base warranty is provided for all NCC Equipment for the duration of the Service Term. The return to base is at the Client's cost and return to Client is at NCC Group's cost.

4 NDR Software

- 4.1 NCC Group grants to the Client a non-exclusive, non-transferable licence for the Service Term to use the NDR Software solely in relation to the NDR Services and for no other purpose.
- 4.2 Ownership of all Intellectual Property Rights in the NDR Software remains with NCC Group and nothing in the Agreement will operate to transfer to the Client or to grant to the Client any other licence or right to use the NDR Software.
- 4.3 NCC Group may at its absolute discretion suspend the Client's access to the NDR Software at any time if the Client uses the NDR Software in breach of the Agreement or the applicable acceptable use policy.

5 Data

- 5.1 The Client shall take such measures to ensure that the network traffic does not exceed such level as stated in the relevant Statement of Work. In the event that the network traffic does exceed such agreed levels the NCC Group shall not be required to provide any MXDR Services in respect of the excess network traffic nor be responsible for monitoring the same unless agreed otherwise under the Change Control Procedure.
- 5.2 NCC Group shall not be responsible for any loss, destruction or unlawful disclosure of any data captured and stored within the NCC Equipment and/or NDR Software (i) while it is at the Site and (ii) during such period of transit from the Site to NCC Group.
- 5.3 NCC Group shall return or permanently erase (as instructed by the Client in writing) the data captured and stored within the NCC Equipment and/or NDR Software as part of the Cyber Threat Management Services as soon as is reasonably practicable upon expiry or termination of the Agreement. NCC Group shall be permitted to permanently erase the data without any liability to the Client (and the Client shall grant NCC Group remote access to the Relevant Systems for the purposes of so doing) unless the Client provides written notice to NCC Group confirming that the data is to be returned to the Client within ten (10) Working Days of expiry or termination of the Agreement or applicable Statement of Work (whichever is earlier).

SCHEDULE B MANAGED ENDPOINT DETECTION & RESPONSE

1 Agreement Structure and Interpretation

This Schedule B sets out the additional terms and conditions applicable to Managed Endpoint Detection & Response Services and is to be read in conjunction with the remainder of this Service Module. Capitalised terms in this Schedule shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise herein.

2 Definitions:

"Endpoint Software" means third party end point detection technology, which comprises Endpoint Agents and the Endpoint Detection Platform;

"Endpoints" means the computer devices on which the Endpoint Agents are installed, including but not limited to, laptops, desktops, tablets and servers;

"Endpoint Agents" mean third party sensor software used to collect telemetry data from the Endpoints and to communicate such data to the Endpoint Detection Platform;

"Endpoint Detection Platform" means a third party cloud based management platform used to collect telemetry data from the Endpoints in one central repository;

"Managed Endpoint Detection & Response Services" means the process of assessing the Endpoints for malicious traffic using (i) Endpoint Software, (ii) proprietary threat intelligence and (iii) remote analyst reviews, triage & investigation of threats; and

"Site(s)" means the location(s) which the Client has advised NCC Group in the Onboarding Form that the Endpoint Agents will be installed or, where no such site is stated in the Onboarding Form, such location(s) as agreed between the Parties.

3 Client's Duties

- 3.1 The Client shall correctly install and configure the Endpoint Agents to the Relevant Systems at the Site(s) in accordance with NCC Group's instructions. NCC Group shall provide reasonable remote assistance in respect of such installation and configuration.
- 3.2 Upon expiry or termination of the Agreement, the Client shall immediately cease use of the Endpoint Agents and shall confirm in writing to NCC Group that it has done so.
- 3.3 On an ongoing basis for the duration of the Agreement, the Client shall provide NCC Group with all relevant: (i) details of; and (ii) access credentials and user rights in connection with, the Endpoint Software, as requested by NCC Group to enable it to perform the Managed Endpoint Detection & Response Services.
- 3.4 The Client shall procure and maintain appropriate licences to the Endpoint Software specified in the Statement of Work for the Service Term to enable NCC Group to perform the Managed Endpoint Detection & Response Services. For the avoidance of doubt, where the Client has procured, or will procure, the Endpoint Software directly (and not from or via NCC Group), such Endpoint Software is not Third Party Software or MSP Software for the purposes of the Agreement and NCC Group has no responsibility for the performance or operation of the same and shall not be liable for any breach of the Agreement to the extent that it was caused (directly or indirectly) by the Client's failure to comply with this clause 3.
- 3.5 The Client confirms that it has obtained all necessary consents in respect of the Endpoint Software to enable NCC Group to carry out the Managed Endpoint Detection & Response Services including but not limited to the consent of any relevant third party service providers and/or third party software vendors.

4 Third Party Software - Reseller model

- 4.1 Where a Statement of Work specifies that the Endpoint Software is Third Party Software, NCC Group shall procure the delivery of such Third Party Software to the Client.
- 4.2 NCC Group shall use reasonable endeavours to deliver the Third Party Software by the applicable delivery date specified in the Statement of Work. 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.
- 4.3 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 use the Third Party Software.
- 4.4 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

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use of the Third Party Software.

- 4.5 The Client shall, at all times during and after the termination or expiry of the 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 End User Licence Agreement.
- 4.6 Notwithstanding any other provision in the Agreement to the contrary, NCC Group shall have no liability to the Client or any other party in respect of the Third Party Software (or any acts or omissions of the relevant third party vendors supplying the same), including for times of performance or deliver. For the avoidance of doubt, NCC Group's only obligation is to procure such Third Party Software for the Client on a resale basis, and the Client's rights in respect of such Third Party Software are 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.

5 MSP Software - MSP model

- 5.1 Where a Statement of Work specifies that the Endpoint Software is MSP Software, NCC Group shall provide the Client with the right to such use the MSP Software subject to the Third Party Vendor Terms set out in Annex A to Schedule B below.
- 5.2 The Client shall comply the Third Party Vendor Terms in respect of its use of the MSP Software.
- 5.3 For the avoidance of doubt, to the extent that there is any conflict between the terms of the Third Party Vendor Terms and the remainder of the Agreement, the Third Party Vendor Terms shall prevail.
- 5.4 The Client shall, at all times during and after the termination or expiry of the 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 Vendor Terms.

Annex A to Schedule B - Third Party Vendor Terms for Endpoint Software (applicable only where Carbon Black Endpoint Software is provided on an MSP model)

1 Definitions

Capitalised terms in this Annex A shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions and this Service Module of which is forms part, unless stated otherwise.

"Carbon Black" means Carbon Black Inc, a Delaware corporation with its principle place of business at 1100 Winter street, Waltham MA 02451 USA.

"Partner Solution" means the Managed Endpoint Detection and Response services provided by NCC Group of which the Product is one component of the wider service offering, as more specifically detailed in a Statement of Work.

"Product" means Carbon Black's generally available proprietary software or cloud services product as specified in a Statement of Work.

"MSP Terms" - means the terms in this Annex A between the Client and NCC Group that set out the minimum terms of use of the Product.

2 Acknowledgements

- 2.1 The Client acknowledges and agrees that: (i) the MSP Terms are concluded solely between the Client and NCC Group and that Carbon Black is not party to the MSP Terms; (ii) NCC Group and not Carbon Black is solely responsible to the Client for the Partner Solution, including the Product (iii) Carbon Black has no liability directly to Client, and Client will seek any remedies to which it may be entitled under the MSP Terms or any other agreement solely against NCC Group, and any provisions of the MSP Terms regarding the limitation of Carbon Black's liability must survive expiration or termination of the MSP Terms indefinitely; (iv) the Client may not and may not help or assist others, to reverse engineer, reverse compile, modify or create derivative work of the Product, sublicense the Product or use the Product other than as expressly permitted by these MSP Terms; (v) NCC Group is solely responsible for providing any maintenance and support services to the Client, and NCC Group and Client acknowledge that Carbon Black has no obligation to furnish any maintenance and support services to the Client; (vi) promptly upon expiration or termination of these MSP Terms the Client will delete all copies of the of the Product and all related materials and at Carbon Black's request (via NCC Group) the Client must agree to certify the destruction and return of the Product and related materials; (viii) the terms of these MSP Terms may be updated at Carbon Black's discretion any time and the Client agrees that it shall be bound by any changes made by Carbon Black which NCC Group shall communicate to the Client.

3 Scope of Use

- 3.1 The Client is entitled to use the Product solely as part of the Partner Solution in object code and cloud service form, for Client's internal use only.

4 Warranty

- 4.1 NCC Group is solely responsible for any product warranties, whether express or implied by law, and for all liability from and to the Client arising out of NCC Group's implementation and use of Partner's Solution.
- 4.2 The Client acknowledges and agrees that the Partner Solution in relation to the Product will perform in accordance with the applicable terms of the Agreement. Save for the limited warranty contained in this clause 4.2, to the maximum extent permitted by law, NCC Group disclaim all warranties in relation to the Product, whether express, implied, or statutory, including any warranties of merchantability, satisfactory quality, fitness for a particular purpose, title, and non-infringement, and any warranties arising from course of dealing or course of performance, relating to the service offering and to all materials or services provided to you under the Agreement, including any third-party content. NCC Group does not warrant that the Product will be uninterrupted or free from defects or errors, or that it will meet (or is designed to meet) Client's business requirements.

5 Export and import compliance

- 5.1 US Government Rights: The Client and NCC Group agree and acknowledge that: (i) the Product will not be used, and none of the underlying information, software or technology may be transferred or otherwise exported or re-exported to countries as to which the United States and/or the European Union maintains an embargo (collectively **'Embargoed Countries'**), or to or by a national or resident thereof, or any person or entity in the U.S. Department of Treasury's List of Specially Designated Nationals or U.S Department of Commerce's Table of Denial Orders (collectively **'Designated Nationals'**); (ii) the Product may use encryption technology that is subject to licensing requirements under the U.S Export Administration Regulation 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000; (iii) NCC Group and Client acknowledge and agree that the Product is 'commercial computer software' or 'commercial compute software documentation' and absent a written agreement to the contrary, the U.S Government's rights with respect to such Product are limited by the terms of the End User Agreement pursuant to FAR clause 12.212 (a) and/or DFARS clause 227.7202-I (a), as applicable.

6 Third Party Beneficiary

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- 6.1 The Client and NCC Group acknowledge and agree that notwithstanding any other provision of the Agreement between NCC Group and the Client (including any general third party rights provisions), Carbon Black, Inc. is the third party beneficiary of these MSP Terms with full power and authority to enforce clauses 2-5 of these MSP Terms against the Client as a third party beneficiary thereof. For the avoidance of doubt, the Parties acknowledge and agree that Client shall not be a third party beneficiary under these MSP Terms with respect to Carbon Black.

- 6.2 The Client acknowledges that NCC Group's use of the Product in the Partner Solution is subject to the Terms of Service ("EULA") accessible at the following link as at the date of the Agreement (or such terms of service or equivalent that replace or supersede these terms and/or as may be varied by Carbon Black or VMware from time to time):

<https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-cloud-services-universal-tos.pdf>

and the Client agrees that it shall adhere to the terms of the EULA specified above (in particular clauses 1.2, 1.3, 1.6, 1.8.2 1.9 and 3.1-3.3) where relevant and to the extent necessary to enable NCC Group to comply with the terms of the EULA.

7 Intellectual Property

- 7.1 Provided the Client's use of the Product is in accordance with the terms of these MSP Terms and the Agreement, NCC Group will defend and indemnify the Client against any and all claims, damages, losses, liabilities and expenses (of whatever form or nature, including, without limitation, reasonable attorneys' and expense fees and costs of litigation), whether direct or indirect, that it may sustain, or that may be claimed against it as a result of the Product infringing a third party copyright, trademark, patent, or other intellectual property right, and pay the resulting cost and damages finally awarded against the Client by a court of competent jurisdiction or the amount stated in a written settlement signed by NCC Group, as long as the Client gives NCC Group: (1) prompt written notice of such claim or action; (2) the right to control and direct the investigation, preparation, defence, and settlement of the action or to allow Carbon Black to do the same; and (3) reasonable assistance and information with respect to the claim or action. If a final injunction is obtained against NCC Group's right to continue using the Product in the Partner Solution or, if in NCC Group's opinion a Product is likely to become the subject of an intellectual property infringement claim, then NCC Group may, at its election, either (a) obtain the right for the Client to continue to use the Product; or (b) replace or modify the Product so that it no longer infringes but functions in a materially equivalent manner. If NCC Group determines that neither of these alternatives is reasonably available, then NCC Group may replace the Product in the Partner Solution with an alternative product as the discretion of NCC Group. This Section shall not apply to infringement or misappropriation claims arising in whole or in part from (1) designs, specifications or modifications originated or requested by the Client; (2) the combination of the Products or any part thereof with other equipment, software or products not supplied by NCC Group if such infringement or misappropriation would not have occurred but for such combination; or (3) the Client's failure to install a maintenance update, where same would have avoided such claim.
- 7.2 Notwithstanding any other provision of the Agreement, the indemnification obligations set forth in clause 7.1 of these MSP Terms constitutes the Client's sole remedy, and NCC Group's sole liability, with respect to any claims that the Product infringes on any third party's Intellectual Property Rights.

8 Data Protection

- 8 The Client consents to Carbon Black (and, where relevant, Carbon Black's sub-processors listed at: <https://www.carbonblack.com/wp-content/uploads/CB-Third-Party-Subprocessor-List-November-2019.pdf> (as amended or updated by Carbon Black from time to time)) being appointed as NCC Group's sub-processor(s) in respect of the Client's data processed in connection with the Services, such data to be processed by NCC Group and/or Carbon Black in the United States, the UK and/or Germany.

9 Indemnity and limit of liability

- 9.1 The Client shall defend and indemnify NCC Group and its subsidiaries, officers, directors, employees, agents and assigns against any and all claims, damages, losses, liabilities and expenses (of whatever form or nature, including, without limitation, reasonable attorneys' and expenses, fees and costs of litigation), whether direct or indirect, that they or any of them may sustain, or that may be claimed against them, as a result of: (A) the Client's violation of any law, regulation or lawful order; (B) a breach or misappropriation of NCC Group's or Carbon Black's intellectual property rights; and/or (C) any breach by the Client of the Agreement or these MSP Terms including any misuse or alteration of the Product.
- 9.2 The Client agrees that NCC Group's maximum liability arising out of or in connection with the Product whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence and also including under any indemnity, shall be limited to an amount equal to the Fees paid by the Client to NCC Group in respect of the Product under the Agreement as at the date such liability arose. For the avoidance of doubt, this clause 9.2 shall take precedence over the Liability clause in the NCC Group General Terms and Conditions in respect of NCC Group's liability for the Product only.

Schedule C – MANAGED SIEM SERVICES

1 Agreement Structure and Interpretation

1. This Schedule C sets out the additional terms and conditions applicable to Managed SIEM Services and is to be read in conjunction with the remainder of this Service Module. Capitalised terms in this Schedule shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise.

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2 Definitions:

"AWS" Amazon Web Services who provide cloud-based services to NCC Group on which the Hosted SIEM Software is hosted;

"SIEM Software" means such software as Microsoft Sentinel, a Hosted Splunk Environment or Splunk Cloud as NCC Group may use for the purposes of providing the SIEM Threat Detection Services, as specified in a Statement of Work (and for the avoidance of doubt, may include MDE Software and/or MSP Software, where applicable);

"MDE or "MDE Software" means NCC Group's managed detection application known as **"Managed Detection Engine"** or **"MDE"** or other similar proprietary software as NCC Group may provide as part of the SIEM Threat Detection Services, as specified in a Statement of Work;

"Managed SIEM" means the security incident and event management services delivered by NCC Group from the SOC as described in the relevant Service Description and Statement of Work; and

"SIEM Software" means the security incident and event management software to be used for the purposes of the SIEM Threat Detection Services.

3 Hosted SIEM

3.1 Where a Statement of Work specifies that MDE Software is to be used in the provision of the SIEM Threat Detection Services, the provisions of clause 4 (MDE Software) below shall apply.

3.2 NCC Group may at its absolute discretion suspend the Client's access to the Hosted SIEM Software at any time if the Client uses the Hosted SIEM Software in breach of the Agreement or any applicable acceptable use policy or the terms of the Agreement.

3.3 Where a Statement of Work indicates that any part of the SIEM Software is MSP Software, the provisions of clause 7 (Managed SIEM – MSP Software (MSP model)) below shall apply in respect of that element of the SIEM Software which is MSP Software.

3.5 The Client acknowledges and agrees that the Hosted SIEM Software is hosted on AWS's Cloud platform and that AWS reserves the right to amend its terms and conditions of use from time to time. The Client agrees that it shall, acting reasonably, negotiate in good faith any changes that NCC Group reasonably requires to the Agreement or to the Services where such changes are required as a result of amendments to AWS's terms and conditions to enable the Services to be provided utilising AWS's Cloud platform.

3.6 The Client shall, at all times during and after the termination or expiry of the Agreement indemnify, keep indemnified and hold harmless NCC Group, in full and on demand from and against any and all claims, fines, losses, damages, demands, costs, expenses, fees and liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by NCC Group directly or indirectly as a result of: (i) any breach by the Client of the Agreement or (ii) violation of applicable law by the Client; in either case to the extent that it results in a breach by NCC Group of the AWS terms and conditions of use of the AWS Cloud platform available at the following: <https://aws.amazon.com/service-terms/> and <https://aws.amazon.com/agreement/>.

3.7 The Client consents to AWS (and, where relevant, AWS's subprocessors listed at <https://aws.amazon.com/compliance/sub-processors/> (as amended from time to time)) being appointed as NCC Group's sub-processor(s) in respect of the Client's data processed in connection with the Services, such data to be processed by NCC Group and/or AWS in the Netherlands, the UK and/or Germany.

4 MDE Software

4.1 Where a Statement of Work specifies that MDE Software is to be provided, NCC Group grants to the Client a non-exclusive, non-transferable licence for the Service Term to use the MDE Software, solely in relation to the MXDR Services.

4.2 Ownership of all Intellectual Property Rights in the MDE Software remains with NCC Group and nothing in the Agreement will operate to transfer to the Client or to grant to the Client any other licence or right to use the MDE Software.

4.3 NCC Group may at its absolute discretion suspend the Client's access to the MDE Software at any time if the Client uses the MDE Software in breach of the Agreement or the applicable acceptable use policy.

4.4 Upon expiry of termination of the Agreement, the Client shall cease all use of the MDE Software and shall confirm in writing to NCC Group that it has done so.

5 Managed SIEM - Third Party Software (Cloud/On Premise - Reseller model)

5.1 Where a Statement of Work specifies that the SIEM Software is Third Party Software to be procured by NCC Group on a resale basis, NCC Group shall procure the delivery of such Third Party Software to the Client.

5.2 NCC Group shall use reasonable endeavours to deliver the Third Party Software by the applicable delivery date specified in the Statement of Work. 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.

- 5.3 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 use the Third Party Software.
- 5.4 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.
- 5.5 The Client shall, at all times during and after the termination or expiry of the 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 End User Licence Agreement.
- 5.6 Notwithstanding any other provision in the Agreement to the contrary, NCC Group shall have no liability to the Client or any other party in respect of the Third Party Software (or any acts or omissions of the relevant third party vendors supplying the same), including for times of performance or delivery. For the avoidance of doubt, NCC Group's only obligation is to procure such Third Party Software for the Client on a resale basis, and the Client's rights in respect of such Third Party Software are as set out in the End User Licence Agreement between the Client and the relevant third party vendor, to which NCC Group is not a party.

6 Managed SIEM – using Client directly acquired SIEM Software ('Bring Your Own SIEM')

- 6.1 The Client shall correctly install and configure the SIEM Software to enable NCC Group to provide the SIEM Threat Detection Services. To the extent agreed in a Statement of Work, NCC Group shall provide reasonable remote assistance in respect of such installation and configuration.
- 6.2 On an ongoing basis for the duration of the Agreement, the Client shall provide NCC Group with all relevant: (i) details of; and (ii) access credentials and user rights in connection with, the SIEM Software as requested by NCC Group to enable it to perform the SIEM Threat Detection Services.
- 6.3 The Client shall procure and maintain appropriate licences to the SIEM Software specified in the Statement of Work for the Service Term to enable NCC Group to perform the SIEM Threat Detection Services. For the avoidance of doubt, where the Client has procured, or will procure, the SIEM Software directly (and not from or via NCC Group), such SIEM Software is not Third Party Software or MSP Software for the purposes of the Agreement and NCC Group has no responsibility for the performance or operation of the same and shall not be liable for any breach of the Agreement to the extent that it was caused (directly or indirectly) by the Client's failure to comply with this clause 6.
- 6.4 The Client confirms that it has obtained all necessary consents in respect of the SIEM Software to enable NCC Group to carry out the SIEM Threat Detection Services including but not limited to the consent of any relevant third party service providers and/or third party software vendors.

7 Managed SIEM – MSP Software (MSP model)

- 7.1 Where a Statement of Work specifies that MSP Software is to be made available as part of the MXDR Services, NCC Group shall provide the Client with the right to use the MSP Software subject to the Third Party Vendor Terms set out in Annex A of this Schedule C below or as otherwise provided by NCC Group in a Statement of Work. The Client shall comply the Third Party Vendor Terms in respect of its use of the MSP Software.
- 7.2 For the avoidance of doubt, to the extent that there is any conflict between the terms of the Third Party Vendor Terms and the remainder of this Agreement, the Third Party Vendor Terms shall prevail.
- 7.3 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 Vendor Terms.

Annex A to Schedule C - Third Party Vendor Terms for Managed SIEM – MSP Software (MSP Model)

1 Definitions

Capitalised terms in this Annex A shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions and the Service Module of which is forms part, unless stated otherwise.

"Extensions" means any separate downloadable suite, add-on, command, function, or application, including any example module, which extends the MSP Software.

"Internal Business Purposes" means the use by the Client of a Licensed Capacity of MSP Software with the Client's data for that Client's benefit and for no other purpose.

"Intellectual Property Rights" means all present and future worldwide copyrights, trademarks, trade secrets, patents,

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patent applications and disclosures, moral rights, contract rights, know-how and other proprietary rights.

"Licensed Capacity" means Client's maximum usage of MSP Software (e.g. aggregate daily volume of data indexed, number of nodes, number of users, etc.) that is permitted under the applicable Statement of Work.

"MSP Software Extensions" means Extensions developed by or on behalf of NCC Group to integrate and embed the MSP Software into the Services to support the Clients' Internal Business Purposes.

"Territory" means the geographical location(s) where Client is principally located.

2 Grant of rights; ownership

2.1. Third Party Software

2.1.1. License Grants.

- a. MSP Software. Subject to Client's compliance with the terms and conditions of these Third Party Vendor Terms and the remainder of this Agreement, NCC Group hereby grants to the Client a non-transferable, non-exclusive, non-sublicensable license in the Territory during the Service Term to access and use the MSP Software solely as part of the Services to support the Client's Internal Business Purposes and for no other purpose, and subject always to the Licensed Capacity.
- b. Third Party Software Extensions. NCC Group retains title to and copyright for any MSP Software Extensions, subject to the rights of the applicable third party licensor's title to and copyright for the MSP Software as specified in Section 2.2 (Ownership) below. Subject to the terms of this Agreement, the Client is hereby granted a non-exclusive, non-transferable, non sub-licensable licence to use such MSP Software Extensions solely as part of the Services and for its own Internal Business Purposes only.

2.1.2. Restrictions. The Client shall not: (A) distribute, resell, use or provide access to any MSP Software to any third party other than as expressly permitted under this Agreement; (B) translate, modify, adapt or create derivative works of any MSP Software; (C) copy MSP Software (except as required to run the MSP Software and for reasonable backup purposes), (D) decompile, disassemble or reverse-engineer MSP Software or otherwise attempt to derive the source code of any MSP Software; (E) use the MSP Software for any other purpose not expressly authorized herein; (F) remove, obscure, or in any way alter any copyright, trademark, and/or other intellectual property or proprietary rights notices placed on or embedded in the MSP Software; (G) use, or permit others to use, any part of any MSP Software including third party code, independently from the Services; (H) allow any other party to embed or integrate any MSP Software into any other product or to sell it; (I) disclose the results of any performance benchmarks associated with the MSP Software or their use to any third party without NCC Group's prior written consent (J) authorize any third parties to do any of the above.

2.1.3. In addition to and not in lieu of the restrictions on the use of MSP Software in Section 2.1.2 (Restrictions), Client agrees that any data indexed using the MSP Software must originate only from the Client's assets that are hosted within a data center that is owned or leased by the Client and the MSP Software is managed and operated by NCC Group.

2.2. Ownership. NCC Group, its suppliers and/or its licensors own all worldwide right, title and interest in and to the MSP Software, including all worldwide patent rights (including patent applications and disclosures); copyright rights (including copyrights, copyright registration and copyrights with respect to computer software, software design, software code, software architecture, firmware, programming tools, graphic user interfaces, reports, dashboard, business rules, use cases, screens, alerts, notifications, drawings, specifications and databases); moral rights; trade secrets and other rights with respect to confidential or proprietary information; know-how; other rights with respect to inventions, discoveries, ideas, improvements, techniques, formulae, algorithms, processes, schematics, testing procedures, technical information and other technology; and any other intellectual and industrial property rights, whether or not subject to registration or protection; and all rights under any license or other arrangement with respect to the foregoing. Except as expressly stated in this Agreement, NCC Group does not grant Client any Intellectual Property Rights in the MSP Software, and all right, title, and interest in and to all copies of the MSP Software, not expressly granted remain with NCC Group, its suppliers and/or its licensors. The MSP Software is copyrighted and protected by the laws of the United States and other countries, and international treaty provisions. The MSP Software is being licensed and not sold to the Client. Client shall obtain no rights in or to the MSP Software by operation of this Agreement or a Statement of Work other than the licenses set forth in this Section 2. The Client acknowledges and agrees that the trademarks used in connection with the MSP Software are the property of NCC Group or its suppliers or licensors and any and all goodwill and other proprietary rights that are created by or that result from Client's use of a Trademark hereunder shall inure solely to the benefit of such suppliers or licensors. NCC Group owns and shall continue to own all right, title, and interest in and to Services (except for any MSP Software incorporated therein).

2.3. Misuse of Confidential Information. The Client acknowledges and agrees that the MSP Software contain proprietary information and trade secrets of NCC Group's third party licensor, and the MSP Software is Confidential Information of such third party licensor. The Client will not use any Confidential Information or know how that it gains through use or study of the MSP Software to facilitate Client's or any third party's development of any software programs or other products that would compete with the MSP Software.

3 Indemnification

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- 3.1. Indemnification. Provided the Client's use of all MSP Software was in accordance with the terms of this Agreement, NCC Group shall defend and indemnify the Client from and against any loss, damage, liability, cost or expenses finally awarded (or payable in settlement) (including reasonable attorney's fees) resulting from any third party claim that any of the MSP Software, as licensed to the Client infringes or violates any third party's patent, copyright or trademark rights; provided that (i) the Client promptly notifies NCC Group in writing of any and all such claims, (ii) NCC Group shall have sole control of the defense, settlement, adjustment or compromise of such claim, and (iii) the Client shall reasonably cooperate with NCC Group in the defense and/or settlement thereof at NCC Group's expense; provided that the Client may participate in such defense using the Client's own counsel, at its own expense. The Client shall have no authority to settle any NCC Group-indemnified claim on behalf of NCC Group.
- 3.2. Sole Remedy. Notwithstanding any other provision of the Agreement, the indemnification obligations set forth in this Section 3 constitute the Client's sole remedy, and NCC Group's sole liability, with respect to any claims that the MSP Software infringes on any third party's Intellectual Property Rights.

4 Termination

- 4.1. Termination for Default. Without prejudice to any other of NCC's termination rights under this Agreement, or a Statement of Work, NCC Group may terminate this Agreement and/or an applicable Statement of Work immediately upon notice to the Client and without opportunity to cure in the event the Client breaches Section 2 (Grant of Rights, Ownership) of these Third Party Vendor Terms,
- 4.2. Effect of Termination. Upon NCC Group's termination of this Agreement or a Statement of Work for cause, the Client shall have no right to use the MSP Software and shall not permit any third party to use the MSP Software, and the Client shall cease its use of the MSP Software. Upon expiration or termination of this Agreement or a Statement of Work each party will promptly return, or at the other party's option, destroy, all tangible items and embodiments containing or consisting of the other party's Confidential Information (or that of its third party licensors) and all copies thereof and provide written certification of such destruction or return by an authorized person.

5 General

- 5.1. Export Laws. The Client will comply fully with all relevant export laws and regulations of the United States and any other country ("**Export Laws**") where the Client uses the MSP Software. The Client certifies that it is not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals, and the Commerce Department's List of Denied Persons or Entity List. The Client further certifies that it shall not export, re-export, ship, transfer or otherwise use the MSP Software in any country subject to an embargo or other sanction by the United States, including Iran, Syria, Cuba, Sudan and North Korea and that the Client shall not use the MSP Software for any purpose prohibited by the Export Laws, including, but not limited to, nuclear, chemical, missile or biological weapons related end uses. For the avoidance of doubt, this Section 5.1 constitutes a material term of this Agreement.
- 5.2. Data Collection; Privacy. From time to time, NCC Group and/or its applicable third party licensor may collect and process technical and related information about use of the MSP Software which may include Internet protocol addresses, hardware identification, operating system, application software and other non-personally identifiable usage information to facilitate the provision of updates, support, invoicing or to improve NCC Group's and/or its third party licensors products or services. Such information will be subject to the applicable third party licensor's Privacy Policy, and a copy of the policy shall be made available by NCC Group upon the Client's request.

Schedule D – ONLINE EXPOSURE MONITORING SERVICES

1 Agreement Structure and Interpretation

This Schedule D sets out the additional terms and conditions applicable to Managed Intelligence Services and is to be read in conjunction with the remainder of this Service Module. Capitalised terms in this Schedule shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise.

2 Definitions:

“Identified Parameters” means the domains, IP ranges, specific key words and other parameters to be monitored under the Managed Intelligence Services, as specified in the Statement of Work;

“MSP Software” means any software (including any derivatives of such software) owned by a third party and licensed to NCC Group that NCC Group agrees to make available for use by the Client on an MSP basis as an integral part of the OXM Services, as specified in the Statement of Work;

“MSP Software Terms” means the end user licence agreement provided by the MSP Software owner that will apply to the provision and use of MSP and may be updated from time to time by the MSP Software owner;

“OXM Services” means the online exposure monitoring services as described in the Specification Document(s) and/or Statement of Work;

“Specification Document(s)” means the service description and/or similar documents contained or referred to in the Statement of Work that describe the relevant OXM Services;

“OXM Services” means the provision of NCC Group’s services whereby NCC Group will use the Identified Parameters to monitor for suspicious activity as described in the Specification Document(s).

3 NCC Group’s Duties

- 3.1 NCC Group will use reasonable efforts to ensure the OXM Services are provided at the agreed frequency without any interruptions and that the information provided is accurate and up to date to the best of NCC Group’s knowledge.
- 3.2 From time to time, the Client may experience disruption or receive inaccurate information due to circumstances beyond NCC Group’s control for which, unless prohibited by Law, 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.
- 3.3 NCC Group and the MSP Software owner may also need to perform maintenance of its own hardware and software, which may interrupt provision of the OXM Services. NCC Group will:
 - 3.3.1 endeavour to execute such maintenance with the minimum of disruption to the OXM Services where reasonably possible;
 - 3.3.2 request that the MSP Software owner executes such maintenance with the minimum of disruption to the OXM Services where reasonably possible; and
 - 3.3.3 where reasonably practicable, provide prior notice to the Client.
- 3.4 Unless specified otherwise in the Statement of Work, the following are not included within the scope of OXM Services:
 - 3.4.1 professional services work delivered by NCC Group following the identification of a potentially malicious domain via the OXM Services;
 - 3.4.2 social media monitoring;
 - 3.4.3 individual person monitoring; and
 - 3.4.4 site visits.

4 Client’s 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 inform NCC Group of any updates or changes in relation to the Identified Parameters;
 - 4.1.4 to use the OXM 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 OXM Services to be carried out and provide written evidence of such consents upon NCC Group’s request;

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- 4.1.5 that if NCC Group (or its Affiliates) requires any of the Client's Intellectual Property Rights to be used in connection with the OXM Services 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 OXM Services;
- 4.1.6 to inform NCC Group of any network or infrastructure changes that may impact the OXM Services, including without limitation:
 - 4.1.6.1 any projected increases in or abnormal usage of the OXM Services outside of what is agreed in the Specification Document(s) or otherwise agreed in writing;
 - 4.1.6.2 any changes that may impact on the OXM Services or NCC Group's ability to provide the OXM Services;
 - 4.1.6.3 any changes that may have an impact on the capacity or throughput of the OXM Services; and
 - 4.1.6.4 any change that impacts the scope of the OXM Services; and
 - 4.1.6.5 to inform NCC Group of any updates or changes in relation to the Identified Parameters.

5 MSP Software

- 5.1 Where a Statement of Work specifies that MSP Software will be used as part of the OXM Services and the Client requires direct access to the MSP Software, NCC Group shall provide the Client with the right to use such MSP Software subject to the MSP Software Terms.
- 5.2 The Client agrees:
 - 5.2.1 to comply and to ensure that any users of the MSP Software comply with the elements of the MSP Software Terms applicable to the OXM Services in respect of its use of the MSP Software. NCC Group may, at its absolute discretion, suspend the Client's access to the MSP Software if the Client fails to comply with the applicable MSP Software Terms;
 - 5.2.2 that ownership of all Intellectual Property Rights in the MSP Software remains with the MSP Software owner;
 - 5.2.3 that nothing in this Agreement will operate to transfer to the Client or to grant to the Client any licence or other right to use the MSP Software except to the extent necessary to enjoy the benefit of the OXM Services and as set out in the Agreement;
 - 5.2.4 to ensure that its access credentials for the MSP Software are stored securely and only used by those employees of the Client that are expressly authorised by the Client to access the MSP Software and are not shared with any other person. The Client shall take all reasonable steps to prevent any unauthorised access to the MSP Software and will immediately notify NCC Group if it becomes aware of any such access; and
 - 5.2.5 to identify the individual(s) who will be the authorised user(s) of the MSP Software either in the Statement of Work or as otherwise agreed in writing.
- 5.3 For the avoidance of doubt, to the extent that there is any conflict between the terms of the MSP Software Terms and the remainder of the Agreement, the MSP Software Terms shall prevail.
- 5.4 The Client shall, at all times during and after the termination or expiry of the 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 MSP Software Terms.
- 5.5 Subject to the NCC Group 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 due to the Client's breach of clause 5.2.4 above.

Schedule E – RETAINED INCIDENT RESPONSE (RIR)

1 Agreement Structure and Interpretation

This Schedule E sets out the additional terms and conditions applicable to Retained Incident Response Services where provided as Managed Extended Detection Response Services, is to be read in conjunction with the remainder of this Service Module. Capitalised terms in this Schedule shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise.

2 Definitions:

“Alert Analysis and Investigation” means the initial remote support services provided by SOC to the Client to advise on the containment and/or remediation of an Alert (prior to the activation of Retained Incident Response Services);

“Alert Investigation Period” means the maximum period of time SOC will spend undertaking Alert Analysis and Investigation, as set out in the Service Description.

“DFIR” means NCC Group’s Cyber Incident Response Team;

“DFIR Triage Investigation Approval” has the meaning ascribed to it in clause 3.2;

“DFIR Triage Investigation Period” means the maximum period of time DFIR will spend undertaking DFIR Triage Investigation prior to the issuance of a RIR Response Proposal, as set out in the Service Description;

“DFIR Triage Investigation” means the initial investigation of an Alert by DFIR following completion of Alert Analysis and Investigation;

“Retained Incident Response Services” or “RIR Services” means the incident response services provided by the DFIR as described in the Service Description and the Statement of Work, including DFIR Triage Investigation;

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

“RIR Proposal Approval” has the meaning ascribed to in clause 3.4;

“RIR Response Proposal” has the meaning ascribed to it in clause 3.3; and

“RIR Service Request” has the meaning ascribed to it in clause 3.3.

3 Activation of Retained Incident Response Services

3.1 In the event an Alert cannot be contained or remediated by SOC within the Alert Investigation Period, or where this cannot be executed remotely by SOC as part of Alert Analysis and Investigation, SOC may recommend to the Client that an Alert be passed to DFIR for DFIR Triage Investigation.

3.2 Upon receipt of written approval from the Client for the Alert to be passed to DFIR for DFIR Triage Investigation (**“DFIR Triage Investigation Approval”**), DFIR will commence the provision of DFIR Triage Investigation. Time spent undertaking DFIR Triage Investigation is chargeable by NCC Group, for which the Minimum Call Off Days will be used (where available).

3.3 Upon expiry of the DFIR Triage Investigation Period, DFIR will inform the Client and the Client may make request for further Retained Incident Response Services in respect of the relevant Alert (**“RIR Service Request”**). Once a RIR Service Request has been logged NCC Group shall prepare in writing a proposal setting out the scope of the work to be carried out by NCC Group in relation to the relevant RIR Service Request (a **“RIR Response Proposal”**).

3.4 Upon receipt of written acceptance from the Client of the RIR Response Proposal (**“RIR Proposal Approval”**), NCC Group shall provide the Retained Incident Response Services set forth in the RIR Response Proposal (including any Additional RIR Services) to the Client.

4 NCC Group’s Duties

4.1 NCC Group shall carry out the Retained Incident Response Services in accordance with the terms and conditions set forth in the Agreement, using reasonable care and skill and in a professional manner.

4.2 Where a Report is required it shall, unless otherwise stated in the RIR Response Proposal or otherwise agreed, be produced by NCC Group Personnel within ten (10) days of completion of the Incident Response Services and sent to the Client.

4.3 Whilst NCC Group will use its reasonable endeavours to ensure that the same NCC Group Personnel will continue to be involved throughout the investigation of a particular incident during the Incident Response Services, it reserves the right to replace that NCC Group Personnel.

4.4 NCC Group shall, where its Personnel is present on the Client’s premises, use all reasonable endeavours to ensure that such NCC Group Personnel complies with such reasonable site rules and procedures as are notified to NCC Group from time to time.

4.5 In the event that a level of security clearance is required in order to provide the Incident Response Services, NCC Group

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will use its reasonable endeavours to provide its Personnel with the appropriate levels of security clearance. For the avoidance of doubt, if NCC Group is unable to provide its Personnel with appropriate levels of security clearance, NCC Group will not be liable for any failure to perform or complete the Incident Response Services or delay in performing its obligations under the Agreement.

5 Client's Duties

- 5.1 The Client agrees 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. In addition, the data recovered may not be of evidentially significant material, the Relevant Systems may suffer damage as a result of the data recovery process and/or the 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 Incident Response Services and so the Client remains liable to pay the Fees notwithstanding the above (or such proportion of the Fees as NCC Group may determine in its absolute discretion).
- 5.2 The Client authorises NCC Group to work on or remove Relevant Systems which are compromised or which it believes to be compromised.

6 Fees and Expenses

- 6.1 The Annual Fees include fees payable in respect of 5 days of Retained Incident Response Services for each Contract Year within the Service Term ("**Minimum Call Off Days**"). Minimum Call-Off Days can be used for DFIR Triage Investigation and/or for further Retained Incident Response Services detailed in a RIR Response Proposal, where such services are requested in accordance with the process referred to in clause 3 above. In the event the Client has not requested and used the Minimum Call-Off Days for a Contract Year in accordance with such process by the expiry of that Contract Year, then such Minimum Call Off Days shall roll forward (and continue to roll forward, where applicable) to the following Contract Year(s) and can be used by the Client during the Service Term. In the event the Client has not requested and used the Minimum Call-Off Days it is entitled to in each Contract Year throughout the Service Term by the end of such Service Term, such Minimum Call Off Days shall expire and cannot be used by the Client (and for the avoidance of doubt, the Client shall not be entitled to any refund of Fees in respect of the same).
- 6.2 If, in any Contract Year, the Client wishes to use one or more Minimum Call-Off Days applicable to future Contract Years, it may pull forward and use such Minimum Call-Off Days within that Contract Year. In such circumstances, the Minimum Call-Off Days for subsequent Contract Year(s) shall be reduced by the number of Minimum Call-Off Days brought forward. For the avoidance of doubt, for the purposes of this clause 6.2 of this Schedule E, Fees in respect of any Minimum Call Off Days pulled forward shall be deemed Fees payable in respect of the period prior to termination.
- 6.3 If the Client wishes to purchase additional Retained Incident Response Services over and above the aggregate of the Minimum Call-Off Days permitted during the Service Term ("**Additional RIR Services**"), the Fees payable for such Additional RIR Services shall be calculated and invoiced at a rate of 90% of NCC Group's then current rates for Retained Incident Response Services as notified by NCC Group. Such Additional RIR Services shall be requested and approved in accordance with the process referred to in clause 3 above.
- 6.4 Unless otherwise stated in the relevant RIR Response Proposal, the Fees do not include:
- 6.4.1 attendance by an NCC Group representative at any case conferences, meetings or court hearings or equivalent or the provision of any reports or information in connection with the same;
 - 6.4.2 the storage by NCC Group of any property or data post completion of the Services;
 - 6.4.3 and/or the cost of transporting the Relevant Systems to/from NCC Group's premises;
 - 6.4.4 additional work which it transpires is necessary once the RIR Services have commenced but which are not listed in the Service Description or RIR Response Proposal, including, but not limited to, reverse engineering or additional work necessitated by a defect in any of the software or hardware included within the Relevant Systems.
- If NCC Group agrees to carry out any of these activities, it shall be entitled to charge reasonable additional fees (subject to agreeing the same with the Client in advance).
- 6.5 Retained Incident Response Services (including the Minimum Call-Off Days) are invoiced on the basis that work will be undertaken during Normal Office Hours. Any work carried out outside of Normal Office Hours will be charged at twice NCC Group's then current day rate.
- 6.6 NCC Group Personnel record 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 NCC Group Personnel is absent due to illness or holidays. As a worked example, if NCC Group was required to work from 9:00am until midnight on a Working Day, the rate would be two and half days.
- 6.7 To the extent that NCC Group is required to work outside Normal Office Hours, the Client shall be permitted to set-off any surcharge incurred in accordance with clauses 6.5 and 6.6 against any Minimum Call Off Days. For the avoidance of doubt, to the extent the Client does not have sufficient Minimum Call Off Days to satisfy the surcharge payable, NCC Group shall invoice the Client for any shortfall amount.

Schedule F – MANAGED CANARY SOFTWARE CANARY SERVICES

1 Agreement Structure and Interpretation

This Schedule G sets out the additional terms and conditions applicable to Managed Software Canary Services and is to be read in conjunction with the remainder of this Service Module. Capitalised terms in this Schedule shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise herein.

2 Definitions:

"Managed Software Canary Services" means the detection of potential lateral movement, privilege escalation and insider threat activities within a client's IT infrastructure, by combining cyber deception technology with NCC Group SOC analyst expertise to provide triage and investigation of alarms relating to unauthorised interrogation of emulated assets;

"Appliances" means plug and play hardware devices to be installed on the Client's network infrastructure that have to capability to emulate common operating systems and applications;

"Software Canary Tokens" means software modules to be installed on the Client's network infrastructure that trigger alarms when an attacker is or may be present on the Client's monitored network;

"Managed Canary Technology" means the Software Canary deception technology which comprises Appliances, Software Canary Tokens and the Managed Canary Console; and

"Managed Canary Console" means the third party cloud based management platform used to collect heartbeat and alert messages sent by Appliances and/or Software Canary Tokens when an attacker is or may be present on the Client's monitored network.

3 NCC Equipment

3.1 Prior to the Service Start Date, NCC Group shall deliver the NCC Equipment to the Site specified within the Onboarding Form. Any delivery dates given by NCC Group are estimates only, and delivery shall be deemed to have occurred when the NCC Equipment arrives at the specified Site.

3.2 If the Client fails to take delivery of the NCC Equipment, NCC Group may (i) arrange (at the Customer's cost) for the return and storage of the NCC Equipment until such other date for delivery is agreed between the Parties or (ii) treat the Agreement as repudiated and dispose of the NCC Equipment in any way it sees fit, including by sale to another client.

3.3 The Client shall:

3.3.1 notify NCC Group in writing of any fault or damage to the NCC Equipment within 5 Working Days of deemed delivery and, at the request of NCC Group, return the NCC Equipment to NCC Group or make the NCC Equipment available for collection and/or inspection;

3.3.2 correctly install the NCC Equipment to the System in accordance with the Onboarding Form such that network communications between the Appliance and the Managed Canary Console are not hindered by the Client network configuration; and

3.3.3 ensure that any hardware and/or software which is included or interoperable with the NCC Equipment is in good working order and functions fully and properly in accordance with the relevant manufacturer user manuals.

3.4 NCC Group shall, upon request, provide remote only support services in connection with the installation and configuration of the NCC Equipment and Software, subject to the payment of additional charges where such support exceeds one Working Day in aggregate.

3.5 The Client will provide access to a DNS service within internet access to enable the Appliances and Software Canary Tokens to communicate with the Managed Canary Console using DNS tunnelling.

3.6 The NCC Equipment shall at all times be and remain NCC Group's exclusive property. Subject to the Client's compliance with this clause 3, NCC Group shall grant the Client a non-transferrable, revocable right:

3.6.1 to install and configure the NCC Equipment to the Relevant Systems; and

3.6.2 to use the NCC Equipment, solely in relation to the Relevant Systems and/or the Services and in accordance with the manufacturer instructions and as otherwise expressly instructed by NCC Group.

3.7 The Client agrees that it shall not:

3.7.1 use the NCC Equipment for any purpose other than for the Managed Canary Services; and

3.7.2 use the NCC Equipment in accordance with the Agreement and as expressly directed by NCC Group and the manufacturer user manuals; and

3.7.3 void any applicable manufacturer warranties.

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- 3.8 The NCC Equipment shall be held by the Client in safe custody at Client's own risk and maintained and kept in good condition until returned to NCC Group and shall not be disposed of or used other than in accordance with NCC Group's written instructions or authorisation. Without prejudice to the generality of the foregoing, the Client agrees that it shall:
- 3.8.1 ensure that the NCC Equipment remains at the Site and shall not be relocated without the prior written consent of NCC Group;
 - 3.8.2 ensure that the NCC Equipment is kept in a suitable secure location;
 - 3.8.3 allow NCC Group and/or its appointed agents and contractors (on reasonable notice during normal working hours) to attend the premises where the NCC Equipment is or may be stored to repair, recover, retrieve, replace or inspect the condition of the NCC Equipment;
 - 3.8.4 be responsible for any damage to or loss of the NCC Equipment from the point of deemed delivery to the Client until the safe return of the NCC Equipment to a location requested by NCC Group in writing, and accordingly shall at all times maintain in full force adequate insurance cover in respect of any and all loss of and/or damage to the NCC Equipment during such period. Such insurance shall be to the full replacement value of the NCC Equipment.
- 3.9 NCC Group shall, subject to clause 3.10, provide NCC Equipment which is in good working order and use reasonable endeavours to provide replacement NCC Equipment as soon as reasonably practicable, but in any event within 10 Working Days of receipt of the notification from the Client of the relevant fault or damage.
- 3.10 NCC Group shall not be required to repair or replace faulty or damaged NCC Equipment if:
- 3.10.1 the NCC Equipment is damaged or a fault has occurred due to the improper use, handling, alteration, installation, repair, maintenance or storage of the NCC Equipment as determined by NCC Group (acting reasonably);
 - 3.10.2 the Client, its personnel, agents and/or contractors use the NCC Equipment for purposes other than permitted under this Agreement, the manufacturer user manuals or the express instructions of NCC Group;
 - 3.10.3 the Client (or its appointed agent or contractor) has incorrectly installed the NCC Equipment to the Relevant Systems;
 - 3.10.4 the Client fails to notify NCC Group of any loss or damage to the NCC Equipment within the timescales required under clause 3.9;
 - 3.10.5 the manufacturer deems that the warranty has been voided;
 - 3.10.6 the Client makes further use of the NCC Equipment after discovering any fault or damage; or
 - 3.10.7 NCC Group (acting reasonably) determines that the fault or damage to the NCC Equipment is negligible and does not impact the delivery of the Managed Canary Services,
- and in such circumstances any replacement of the NCC Equipment by NCC Group shall be at NCC Group's sole option and shall be charged to the Client at full retail cost plus reasonably incurred fees for such replacement.
- 3.11 Upon expiry or termination of the Agreement, the Client shall (at its own cost and risk) return by reputable courier the NCC Equipment to the location specified in writing by NCC Group within 10 Working Days of the Services ceasing (the "**Return Period**"). The NCC Equipment shall be deemed to have been returned to NCC Group when the NCC Equipment arrives at the specified location. Risk in the NCC Equipment shall not pass to NCC Group until NCC Group has issued written signed acknowledgement of receipt,
- 3.12 The Client shall be liable for all errors, failures and damage to the NCC Equipment that is detected by NCC Group and notified to the Client within 30 days of the return of the NCC Equipment, save where such errors, failures or damage can reasonably be attributed to an inherent failure or error in the NCC Equipment.
- 3.13 If NCC Group does not receive the NCC Equipment:
- 3.13.1 within the Return Period; and
 - 3.13.2 in good cosmetic condition; and
 - 3.13.3 in good working order as determined by NCC Group in its reasonable opinion, taking into consideration fair wear and tear; and
 - 3.13.4 with any warranty sticker still intact and untampered with,
- then the Client shall be liable to pay to NCC Group either (i) the then replacement value of the NCC Equipment as at the end of the Return Period where the Agreement has expired; or (ii) the then current full retail price of the NCC Equipment as at the end of the Return Period, upon earlier termination of the Agreement.
- 3.14 Save as may be otherwise agreed between the Parties, a return-to-base warranty is provided for all NCC Equipment for the duration of the Service Term. The return to base is at the Client's cost and return to Client is at NCC Group's cost.

4 Client's Duties

- 4.1 The Client shall correctly configure and install the Appliances, and deploy the Software Canary Tokens, at the Site(s) in accordance with NCC Group's instructions. NCC Group shall provide reasonable remote assistance in respect of such installation and configuration.

Managed Extended Detection and Response Services

- 4.2 Upon expiry or termination of the Agreement, the Client shall immediately cease use of the Software Canary Tokens and Appliances and shall notify NCC Group that it has done so.

5 Managed Canary Technology

- 5.1 Software Canary Tokens, together with any software installed upon or included in the Appliances, are MSP Software, and NCC Group shall provide the Client with the right to such use such MSP Software subject to the Third Party Vendor Terms set out in Annex A to this Schedule G below.
- 5.3 For the avoidance of doubt, to the extent that there is any conflict between the terms of the Third Party Vendor Terms and the remainder of the Agreement, the Third Party Vendor Terms shall prevail.
- 5.4 The Client shall, at all times during and after the termination or expiry of the 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 Vendor Terms.

NCC GROUP SERVICE MODULE

MANAGED VULNERABILITY SCANNING AND RELATED SERVICES

1 Agreement Structure and Interpretation

This Service Module sets out the terms and conditions applicable to Managed Vulnerability Scanning and related services and is to be read in conjunction with the NCC Group General Terms and Conditions. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise herein.

2 Definitions:

"ISP" means Internet Service Provider;

"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 Work;

"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 Work;

"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 Work; and

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

"Service Portion" means a phase, subproject, or similar portion of the total Managed Vulnerability Scanning Services as described in the Statement of Work or otherwise agreed between the Parties; 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 Managed Vulnerability Scanning 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 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;

3.1.2 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;

3.1.3 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 3.1.2 of this Service Module;

3.1.4 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;

- 3.1.5 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;
- 3.1.6 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, except 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 Agreement;
- 3.1.7 to ensure there is bandwidth as required by NCC Group to enable NCC Group to perform the Managed Vulnerability Scanning Services;
- 3.1.8 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;
- 3.1.9 that, in respect of Cyber Essentials Services and Cyber Essentials Plus Services:
 - 3.1.9.1 NCC Group may be obliged to disclose assessment results to IASME and/or the National Cyber Security Centre; and
 - 3.1.9.2 other than as set out in a Statement of Work, 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;
- 3.1.10 that ownership of all Intellectual Property Rights in the MVSS Portal remains with NCC Group;
- 3.1.11 that nothing in this Agreement 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 Agreement or acceptable use policy;
- 3.1.12 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;
- 3.1.13 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 unauthorised access to the MVSS Portal and will immediately notify NCC Group if it becomes aware of any such access; and
- 3.1.14 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 any applicable legislation, including: Part 10.7 of the Criminal Code Act 1995 (Cth), and Part 2 of the Computer Misuse Act 1993, that NCC Group, its Affiliates and their respective employees, agents and sub-contractors may perform Managed Vulnerability Scanning Services which may;
 - 3.1.14.1 impair the operation of the System;
 - 3.1.14.2 hinder access to the System; and
 - 3.1.14.3 impair the operation of any program and/or the reliability of any data relating to the

4 NCC Group's Duties

- 4.1 Reports shall be uploaded to the MVSS Portal at the frequencies specified in the Statement of Work.
- 4.2 NCC Group will use reasonable efforts 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, unless prohibited by Law, 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 Managed Vulnerability Scanning Services. NCC Group will endeavour to execute such maintenance with the minimum of disruption to the Managed Vulnerability Scanning Services and will, where feasible, provide prior notice to the Client.

- 4.3 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 Cancellation and Rescheduling

- 5.1 The Client accepts and acknowledges that NCC Group allocates its Personnel weeks or months in advance and would suffer a loss should the Managed Vulnerability Scanning 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 in the event of such cancellation or rescheduling (the "**Cancellation Fee**"):

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

- 5.2 The Parties agree that any Fees paid or payable in relation to the Managed Vulnerability Scanning Services are non-refundable. Accordingly, if the Agreement 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.

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

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

6 Liability

- 6.1 Subject to the NCC Group General Terms and Conditions, NCC Group excludes all liability:

6.1.1 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

6.1.2 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.

NCC GROUP SERVICE MODULE NCC EQUIPMENT

1 Agreement Structure and Interpretation

This Service Module sets out the terms and conditions applicable to services that require the use of NCC Equipment and is to be read in conjunction with the NCC Group General Terms and Conditions. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise herein.

2 Definitions

- 2.1 **"Acceptable Use Policy"** means the acceptable use policy applicable to the Client's use of the NCC Equipment.
- 2.2 **"End User Statement"** means a statement to be completed by the Client in the format provided by NCC Group in connection with applicable Export Control Laws.
- 2.3 **"Export Control Laws"** means any import, re-import, export or re-export controls, laws or regulations in any country that the NCC Equipment may be exported from, held in or delivered or released into under the Agreement.
- 2.4 **"NCC Equipment"** shall have the meaning given to it in clause 3.1.
- 2.5 **"NCC Equipment Term"** shall have the meaning given to it in clause 3.2.

3 NCC Equipment

- 3.1 NCC Group (or its Affiliates) may temporarily provide hardware and/or software to the Client to assist in delivery or performance of the Services (the **"NCC Equipment"**). In such cases, this clause 3 shall apply.
- 3.2 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"**).
- 3.3 The Client:
 - 3.3.1 shall comply with the Acceptable Use Policy provided to the Client by NCC Group in respect of any NCC Equipment;
 - 3.3.2 shall correctly install and configure the NCC Equipment to the System pursuant to the Acceptable Use Policy;
 - 3.3.3 shall ensure that any hardware and/or software which is included or interoperable with the NCC Equipment is in good working order and functions fully and properly in accordance with the relevant manufacturer user manuals;
 - 3.3.4 acknowledges that all the Intellectual Property Rights, including copyrights, patents, trade marks and trade secrets in the NCC Equipment and its content are owned by NCC Group. Neither this Agreement (nor the Client's use of and/or access to the NCC Equipment) transfers to the Client or any third party any rights, title or interest in or to such Intellectual Property Rights;
 - 3.3.5 shall 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 (or its Affiliates) incurs or suffers directly or indirectly in any way whatsoever arising out of or in connection with the Client's breach of the Acceptable Use Policy;
 - 3.3.6 use the NCC Equipment in accordance with the Agreement and as expressly directed by NCC Group and the Acceptable Use Policy;
 - 3.3.7 shall not:
 - 3.3.7.1 use the NCC Equipment for any purpose other than for the Services;
 - 3.3.7.2 modify, relocate or otherwise tamper with any NCC Equipment unless such modification, relocation or tampering is authorised by NCC Group in writing and undertaken under the supervision of NCC Group Personnel; and
 - 3.3.7.3 void any applicable manufacturer warranties.
- 3.4 Where the NCC Equipment constitutes hardware:
 - 3.4.1 NCC Group shall deliver the NCC Equipment to the Site specified in the Statement of Work or otherwise agreed between the parties in writing. Any delivery dates given by NCC Group are estimates only, and delivery shall be deemed to have occurred when the NCC Equipment arrives at the specified Site;
 - 3.4.2 if the Client fails to take delivery of the NCC Equipment, NCC Group may (i) arrange (at the Client's cost) for the return and storage of the NCC Equipment until such other date for delivery is agreed between the Parties; or (ii) treat the Agreement as repudiated and dispose of the NCC Equipment in any way it sees fit, including by sale to another client;

- 3.4.3 the NCC Equipment shall be held by the Client in safe custody at Client's own risk and maintained and kept in good condition until returned to NCC Group and shall not be disposed of or used other than in accordance with the Acceptable Use Policy and/or any other written instructions or authorisation provided by NCC Group. Without prejudice to the generality of the foregoing, the Client agrees that it shall:
 - 3.4.3.1 ensure that the NCC Equipment remains at the Site and shall not be relocated without the prior written consent of NCC Group;
 - 3.4.3.2 ensure that the NCC Equipment is kept in a suitable secure location;
 - 3.4.3.3 allow NCC Group and/or its appointed agents and contractors (on reasonable notice during Business Hours) to attend the premises where the NCC Equipment is or may be stored to repair, recover, retrieve, replace or inspect the condition of the NCC Equipment;
 - 3.4.3.4 be responsible for any damage to or loss of the NCC Equipment from the point of deemed delivery to the Client until the safe return of the NCC Equipment to a location requested by NCC Group in writing, and accordingly shall at all times maintain in full force adequate insurance cover in respect of any and all loss of and/or damage to the NCC Equipment during such period. Such insurance shall be to the full replacement value of the NCC Equipment;
- 3.4.4 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 unless otherwise agreed with NCC Group in writing ("**Return Period**");
- 3.4.5 delivery to the Client is at NCC Group's cost and any return of the NCC Equipment is at the Client's cost;
- 3.4.6 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;
- 3.4.7 a return-to-base warranty is provided for the NCC Equipment for the NCC Equipment Term;
- 3.4.8 the Client shall notify NCC Group in writing of any fault or damage to the NCC Equipment within five (5) Business Days of deemed delivery and, at the request of NCC Group, return the NCC Equipment to NCC Group or make the NCC Equipment available for collection and/or inspection;
- 3.4.9 the Client shall be liable for all errors, failures and damage to the NCC Equipment that is detected by NCC Group and notified to the Client within thirty (30) days of the return of the NCC Equipment, save where such errors, failures or damage can reasonably be attributed to an inherent failure or error in the NCC Equipment; and
- 3.4.10 if NCC Group does not receive the NCC Equipment:
 - 3.4.10.1 within the Return Period;
 - 3.4.10.2 in good cosmetic condition;
 - 3.4.10.3 in good working order as determined by NCC Group in its reasonable opinion, taking into consideration fair wear and tear; and
 - 3.4.10.4 with any warranty sticker still intact and untampered with,then the Client shall be liable to pay to NCC Group either (i) the then replacement value of the NCC Equipment as at the end of the Return Period where the Agreement has expired; or (ii) the then current full retail price of the NCC Equipment as at the end of the Return Period, upon earlier termination of the Agreement.
- 3.5 In the event the NCC Equipment is subject to any Export Control Laws, the Client:
 - 3.5.1 acknowledges and agrees that any delivery dates in relation to the NCC Equipment are based on an export licence procedure and as such, any delivery dates stated by NCC Group or otherwise agreed between the parties shall be indicative only and not legally binding;
 - 3.5.2 shall comply with all Export Control Laws applicable to the NCC Equipment (including any technology part thereof) provided in connection with the Services and with any governmental end-user, end-use and destination restrictions, including but not limited to European "dual use" regulations and all other applicable laws relating to the export of "dual use" goods;
 - 3.5.3 shall not undertake any actions that conflict or could conflict with such Export Control Laws and/or that could reasonably harm the interests of NCC Group;
 - 3.5.4 represents and warrants to provide all cooperation and information requested by NCC Group to allow NCC Group to meet its Export Control Laws obligations, including (but not limited to) completing and duly signing the End User Statement;
 - 3.5.5 represents and warrants that all information provided, or to be provided, to NCC Group is accurate and complete;
 - 3.5.6 represents and warrants that it shall not sell, export, re-export, transfer, divert or otherwise dispose of the NCC Equipment received under the Agreement without obtaining the required prior authorisation from the competent government authorities. If allowed pursuant applicable laws and regulations, the Client is solely responsible for obtaining, at its own risk and expense, any export licence, import licence and other official authorisation for such actions;

- 3.5.7 shall immediately inform NCC Group in writing if and in so far as the Client is aware that it has not or not fully met any of its obligations under this clause 3.5;
- 3.5.8 shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any NCC Equipment that falls under the scope of Article 12g of Council Regulation (EU) No 833/2014. The Client shall use its best efforts to ensure that the purpose of this clause 3.5.8 is not frustrated by any third parties further down the commercial chain, including by possible resellers. As such, the Client shall: (i) set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this clause 3.5.8; and (ii) immediately inform NCC Group about any problems in complying with this clause 3.5.8, including any relevant activities by third parties that could frustrate the purpose of this clause 3.5.8. The parties acknowledge and agree that any breach of this clause 3.5.8 shall constitute a material breach of the Agreement, and NCC Group shall be entitled to seek appropriate remedies; and
- 3.5.9 shall, at all times during and after the termination or expiry of the Agreement and/or the Statement of Work, 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 its obligations of this clause 3.5.
- 3.6 NCC Group shall:
 - 3.6.1 subject to clause 3.7, provide NCC Equipment which is in good working order and use reasonable endeavours to provide replacement NCC Equipment as soon as reasonably practicable, but in any event within 10 Business Days of receipt of the notification from the Client of the relevant fault or damage;
 - 3.6.2 upon request, provide support services in connection with the installation and configuration of the NCC Equipment, subject to the payment of additional charges as set out in the Statement of Work;
 - 3.6.3 subject to the Client's compliance with this clause 3, grant the Client a non-transferrable, revocable right:
 - 3.6.3.1 to install and configure the NCC Equipment to the System; and
 - 3.6.3.2 to use the NCC Equipment, solely in relation to the Systems and/or the Services and in accordance with the Acceptable Use Policy and as otherwise expressly instructed by NCC Group.
- 3.7 NCC Group shall not be required to repair or replace faulty or damaged NCC Equipment if:
 - 3.7.1 the NCC Equipment is damaged or a fault has occurred due to the improper use, handling, alteration, installation, repair, maintenance or storage of the NCC Equipment as determined by NCC Group (acting reasonably);
 - 3.7.2 the Client, its personnel, agents and/or contractors use the NCC Equipment for purposes other than permitted under this Agreement, the Acceptable Use Policy or the express instructions of NCC Group;
 - 3.7.3 the Client (or its appointed agent or contractor) has incorrectly installed the NCC Equipment to the Systems;
 - 3.7.4 the Client fails to notify NCC Group of any loss or damage to the NCC Equipment within the timescales required under clause 3.6.1;
 - 3.7.5 the manufacturer deems that the warranty has been voided;
 - 3.7.6 the Client makes further use of the NCC Equipment after discovering any fault or damage; or
 - 3.7.7 NCC Group (acting reasonably) determines that the fault or damage to the NCC Equipment is negligible and does not impact the delivery of the Services, and in such circumstances any replacement of the NCC Equipment by NCC Group shall be at NCC Group's sole option, and shall be charged to the Client at full retail cost plus reasonably incurred fees for such replacement.
- 3.8 NCC Group shall not be liable for:
 - 3.8.1 any breach of its obligations under this Agreement where such breach is caused by or related to an error or fault with the NCC Equipment, provided such error or fault was caused by the Client's breach of its obligations in respect of such NCC Equipment, including but not limited to its compliance with the Acceptable Use Policy;
 - 3.8.2 any claim or damages, of any kind or nature whatsoever, arising from or connected with the Client's breach of the Acceptable Use Policy; and
 - 3.8.3 any loss of or damage to the Client's, its agents' and/or its subcontractors' property caused directly or indirectly by the NCC Equipment.

NCC GROUP SERVICE MODULE

ONLINE EXPOSURE MONITORING SERVICES

1 Agreement Structure and Interpretation

This Service Module sets out the additional terms and conditions applicable to Online Exposure Monitoring (“**OXM**”) Services and is to be read in conjunction with the NCC Group General Terms and Conditions, which applies to this Service Module. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise.

2 Definitions:

“**Contract Year**” means each successive period of 12 (twelve) months from the Service Start Date during which the OXM Services are to be provided;

“**Identified Parameters**” means the domains, IP ranges, IP addresses, specific key words and other parameters to be monitored under the OXM Services, as specified in the Statement of Work, onboarding documentation or otherwise agreed in writing between the parties;

“**MSP Software**” means any software (including any derivatives of such software) owned by a third party and licensed to NCC Group that NCC Group agrees to make available for use by the Client on an MSP basis as an integral part of the OXM Services, as specified in the Statement of Work;

“**MSP Software Terms**” means the end user licence agreement provided by the MSP Software owner that will apply to the provision and use of MSP and may be updated from time to time by the MSP Software owner;

“**OXM Services**” means the online exposure monitoring services as described in the Specification Document(s) and/or Statement of Work;

“**Specification Document(s)**” means the service description and/or similar documents contained or referred to in the Statement of Work that describe the relevant OXM Services;

“**OXM Services**” means the provision of NCC Group’s services whereby NCC Group will use the Identified Parameters to monitor for suspicious activity as described in the Specification Document(s).

3 NCC Group’s Duties

3.1 NCC Group will use reasonable efforts to ensure the OXM Services are provided at the agreed frequency without any interruptions and that the information provided is accurate and up to date to the best of NCC Group’s knowledge.

3.2 From time to time, the Client may experience disruption or receive inaccurate information due to circumstances beyond NCC Group’s control for which, unless prohibited by Law, 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.

3.3 NCC Group and the MSP Software owner may also need to perform maintenance of its own hardware and software, which may interrupt provision of the OXM Services. NCC Group will:

3.3.1 endeavour to execute such maintenance with the minimum of disruption to the OXM Services where reasonably possible;

3.3.2 request that the MSP Software owner executes such maintenance with the minimum of disruption to the OXM Services where reasonably possible; and

3.3.3 where reasonably practicable, provide prior notice to the Client.

3.4 Unless specified otherwise in the Statement of Work, the following are not included within the scope of OXM Services:

3.4.1 professional services work delivered by NCC Group following the identification of a potentially malicious domain via the OXM Services;

3.4.2 social media monitoring;

3.4.3 individual person monitoring; and

3.4.4 site visits.

4 Client’s 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 inform NCC Group of any updates or changes in relation to the Identified Parameters;
- 4.1.4 to use the OXM 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 OXM Services to be carried out and provide written evidence of such consents upon NCC Group's request;
- 4.1.5 that if NCC Group (or its Affiliates) requires any of the Client's Intellectual Property Rights to be used in connection with the OXM Services 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 OXM Services;
- 4.1.6 to inform NCC Group of any network or infrastructure changes that may impact the OXM Services, including without limitation:
 - 4.1.6.1 any projected increases in or abnormal usage of the OXM Services outside of what is agreed in the Specification Document(s) or otherwise agreed in writing;
 - 4.1.6.2 any changes that may impact on the OXM Services or NCC Group's ability to provide the OXM Services;
 - 4.1.6.3 any changes that may have an impact on the capacity or throughput of the OXM Services; and
 - 4.1.6.4 any change that impacts the scope of the OXM Services; and
- 4.1.7 to inform NCC Group of any updates or changes in relation to the Identified Parameters.

5 MSP Software

- 5.1 Where a Statement of Work specifies that MSP Software will be used as part of the OXM Services and the Client requires direct access to the MSP Software, NCC Group shall provide the Client with the right to use such MSP Software subject to the MSP Software Terms.
- 5.2 The Client agrees:
 - 5.2.1 to comply and to ensure that any users of the MSP Software comply with the elements of the MSP Software Terms applicable to the OXM Services in respect of its use of the MSP Software. NCC Group may, at its absolute discretion, suspend the Client's access to the MSP Software if the Client fails to comply with the applicable MSP Software Terms;
 - 5.2.2 that ownership of all Intellectual Property Rights in the MSP Software remains with the MSP Software owner;
 - 5.2.3 that nothing in this Agreement will operate to transfer to the Client or to grant to the Client any licence or other right to use the MSP Software except to the extent necessary to enjoy the benefit of the OXM Services and as set out in the Agreement;
 - 5.2.4 to ensure that its access credentials for the MSP Software are stored securely and only used by those employees of the Client that are expressly authorised by the Client to access the MSP Software and are not shared with any other person. The Client shall take all reasonable steps to prevent any unauthorised access to the MSP Software and will immediately notify NCC Group if it becomes aware of any such access; and
 - 5.2.5 to identify the individual(s) who will be the authorised user(s) of the MSP Software either in the Statement of Work or as otherwise agreed in writing.
- 5.3 For the avoidance of doubt, to the extent that there is any conflict between the terms of the MSP Software Terms and the remainder of the Agreement, the MSP Software Terms shall prevail.
- 5.4 The Client shall, at all times during and after the termination or expiry of the 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 MSP Software Terms.

6 Fees and Payment

- 6.1 Fees for the OXM Services are payable as set out in the Statement of Work. NCC Group shall be entitled to revise the Fees for the OXM 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 Fees paid or payable in relation to the OXM Services are non-refundable. Accordingly, if the Agreement is terminated or the OXM 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

Subject to the NCC Group 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 due to the Client's breach of clause 5.2.4 of this Service Module.

NCC GROUP SERVICE MODULE

PHYSICAL TESTING SERVICES

1 Agreement Structure and Interpretation

This Service Module sets out the terms and conditions applicable to physical testing services and is to be read in conjunction with the NCC Group General Terms and Conditions. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise herein.

2 Definitions:

“Permission Letter” shall have the meaning given to that term in clause 3.1.6.3;

“Physical Testing Services” means the testing of physical security and access control within an organisation 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 Work;

“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;

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

“Service Portion” means a phase, subproject, or similar portion of the total Physical Testing Services as described in the Statement of Work or otherwise agreed between the Parties.

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 Site;

3.1.2 to carry out and provide to NCC Group prior to the Service Start Date a risk assessment of the Site 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 its Personnel 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 that in relation to Physical Security Assessment it shall:

3.1.4.1 provide escort to NCC Group when assessing the Site;

3.1.4.2 provide to NCC Group such other reasonable cooperation and assistance, and access to the Site 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 that 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 NCC Group Personnel detailing their permission to conduct testing. The Permission Letter will only be presented if the NCC Group Personnel is challenged while carrying out the Physical Penetration Testing; and

3.1.7 to 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

Service Module Physical Testing Services

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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 Agreement.

4 Cancellation and Rescheduling

- 4.1 The Client accepts and acknowledges that NCC Group allocates its Personnel weeks or months in advance and would suffer a loss should the Physical Testing 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 in the event of such cancellation or rescheduling (the "**Cancellation Fee**"):
 - 4.1.1 cancellation request 8-21 days before the Service Start Date: 50% of the Scheduled Days Cost;
 - 4.1.2 rescheduling request 8-14 days before the Service 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 Service 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 its Personnel to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy its Personnel, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 4.3 If the Client re-books the Physical Testing Services for another date, the Fees for the Physical Testing Services as re-booked will be payable in addition to any Cancellation Fee.

NCC GROUP SERVICE MODULE

REMEDiate SERVICES

1 Agreement Structure and Interpretation

This Service Module sets out the terms and conditions applicable to Remediate Services and is to be read in conjunction with the NCC Group General Terms and Conditions. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group 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 Service Start Date;

"Business Operations Environment" means the Systems and any other business operations impacted due to the performance of Remediate Services;

"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;

"ISP" means Internet Service Provider;

"Remediate Services" means the Services as detailed in the Service Description (to the extent applicable) and a Statement of Work 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;

"Service Description" means the service description applicable to the Remediate Services, as updated from time to time;

"Service Portion" means a phase, subproject, or similar portion of the total Remediate Services as described in the Statement of Work or otherwise agreed between the Parties; and

"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 Work, 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.

3 Client's Duties

3.1 The Client agrees, in addition to any obligations contained in the Service Description and the Statement of Work:

- 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 NCC Group Personnel 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 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 the Criminal Code Act 1995 (Cth), Part 6 of the Crimes Act 1900 (NSW), Section 3 of the Computer Misuse Act 1990 (UK) and other equivalent legislation that NCC Group, its Affiliates and its and their employees (including, but not limited to, the NCC Group Personnel), 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 Remediate Services and shall ensure that any necessary escalations and/or prioritisations are obtained to enable NCC Group to be able to provide the Remediate 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 Agreement.

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 Information 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

Service Module Remediate Services

ensure the internal resilience of the Business Operations Environment prior to the Service Start Date and during the Remediate Services as described in clause 3.1.5. Subject to the NCC Group 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 NCC Group excludes its liability for non-performance of the Remediate Services and breach of Agreement 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 Work.
- 4.4 The Client acknowledges that 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 Agreement shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 5.3 Save as otherwise agreed in a Statement of Work and subject to clause 5.4:
 - 5.3.1 nothing in the Agreement 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 Agreement 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 Agreement, the Foreground IPR shall be vested in and be owned exclusively by the Client, provided that during the Service Term, 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.

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 Agreement, 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 Service Term.
- 6.3 Where the Agreement is terminated due to material breach by NCC Group, NCC Group shall refund any pre-paid Fees covering the remainder of the Service Term 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 Service Start Date save by mutual agreement in accordance with the Change Control Procedure set out in clause 7 below, and subject to the payment of any additional Fees payable thereunder.

7 Change Control

- 7.1 A change to the Agreement, Remediate Services or Deliverables (a "**Change**") will not be effective unless agreed and documented by the Parties in accordance with this clause 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 Agreement.
- 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 Business 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 Business 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 Agreement to the extent specified in such Change Control Note.

8 Industry Notifications

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 Agreement unless it is required to do so by Law.

NCC GROUP SERVICE MODULE

RESALE OF THIRD PARTY SOFTWARE, HARDWARE AND/OR SERVICES

1 Agreement Structure and Interpretation

This Service Module sets out the terms and conditions applicable to resale of third party software, hardware and/or services, and is to be read in conjunction with the NCC Group General Terms and Conditions. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise.

2 Definitions:

"Hardware" means the hardware products specified in the Statement of Work;

"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 Work;

"Third Party Software" means software owned by third parties that NCC Group supplies to the Client, as specified in the Statement of Work; 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 Work) 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 Work. 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 Work. Delivery of the Hardware takes place when the Hardware is delivered to the address specified in the Statement of Work. 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 Event 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 Event arises before title to the Hardware passes to the Client, or NCC Group reasonably believes that an Insolvency Event 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 the NCC Group 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

Notwithstanding anything in the Agreement 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

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

NCC GROUP SERVICE MODULE

RETAINED INCIDENT RESPONSE SERVICES

1 Agreement Structure and Interpretation

- 1.1 This Service Module sets out the terms and conditions applicable to Retained Incident Response Services and is to be read in conjunction with NCC Group General Terms and Conditions. Capitalised terms in this Service Module shall have the same meaning ascribed in NCC Group General Terms and Conditions unless stated otherwise.
- 1.2 Clauses 1 to 11 of this Service Module apply to all Retained Incident Response Services. The Schedule(s) attached to this Service Module set out additional terms and conditions that are applicable to the Subcontracted Services.
- 1.3 To the extent that there is any conflict between (i) Clauses 1-11 and/or Appendix 1 of this Service Module and (ii) a Schedule and/or Appendix 2 of this Service Module, the relevant Appendix and/or Schedule shall take precedence in respect of the Subcontracted Services to which it relates.

2 Definitions:

"Additional Services" has the meaning ascribed to it in clause 8.6;

"Alternative Services" means any or all of the following services offered by NCC Group (or its Related Bodies Corporate): 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 Retained Incident Response Services;

"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;

"Initial Triage Time" has the meaning ascribed to it in clause 5.4;

"Minimum Call-Off Hours" has the meaning ascribed to it in clause 8.1;

"NCC Equipment" has the meaning ascribed to it in clause 7.1;

"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 Work) on any day which is a Working Day unless otherwise specified in the Statement of Work;

"Portal" has the meaning ascribed to it in clause 4.1;

"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 Work and as amended from time to time in accordance with the terms of this Agreement;

"Remaining Hours" has the meaning ascribed to it in clause 8.3;

"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;

"Retained Incident Response Services" means the retained incident response services as described in the Statement of Work which, for the avoidance of doubt includes the Subcontracted Services;

"Retainer Fee" means the annual retention fee set out in the Statement of Work, as amended from time to time in accordance with the terms of the Agreement;

"Scheduled Days Cost" means 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);

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

"Service Portion" means a phase, subproject, or similar portion of the total NCC Group Services as described in the Statement of Work or otherwise agreed between the Parties;

"Service Request" has the meaning ascribed to it in clause 4.1;

"SOW Initial Term" has the meaning ascribed to it in clause 3.1;

"SOW Renewal Term" has the meaning ascribed to it in clause 3.1;

"Subcontracted Services" means the Retained Incident Response Services delivered by a Subcontractor(s) as detailed in the Statement of Work.

"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 Agreement, 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 Work.

3 Term of Agreement

- 3.1 The Agreement shall commence on the date stated in the Statement of Work 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 Work ("**SOW Initial Term**") after which it will automatically renew for rolling terms of an equivalent period to the SOW Initial Term ("**SOW Renewal Term**") unless either Party gives the other at least 30 days' written notice to terminate prior to the date of such renewal or otherwise specified in the Statement of Work.

4 Service 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 Group's ServiceNow 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 **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 5.4 to 5.6 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 Retained Incident Response Services and any Additional Services to the Client in accordance with the terms and conditions set forth in this Agreement. Where Client orders Alternative Services, additional terms and conditions shall apply to such Alternative Services which shall be set out in the Statement of Work 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's Duties

- 5.1 Where a Report is required it shall, unless otherwise stated in the Response Proposal or otherwise agreed, be produced by NCC Group's Personnel within ten (10) days of completion of the Retained Incident Response Services and sent to the Client.
- 5.2 NCC Group grants to the Client during the term of this Agreement a non-exclusive, non-transferable licence to use the NCC Equipment.
- 5.3 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 its Personnel with the appropriate levels of security clearance. For the avoidance of doubt, if NCC Group is unable to provide its Personnel 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 Agreement.
- 5.4 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 Work. 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.
- 5.5 Any timescales set out in a Statement of Work 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.
- 5.6 NCC Group does not guarantee compliance with the timescales set out in **Appendix 1 and/or Appendix 2** in Exceptional Circumstances.

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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 Site, to ensure that a suitable working space is provided for NCC Group's Personnel 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 Related Bodies Corporate 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 Related Bodies Corporate) 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 Agreement;
- 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 NCC Group 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 NCC Group Services or delay in performing its obligations under the Agreement 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 Site, the Site is 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 a safe Site;
- 6.1.10 authorises NCC Group to work on or remove Equipment which is compromised or which it believes to be compromised;
- 6.1.11 agrees to comply with its obligations as set out in the applicable Schedule to this Service Module or otherwise in this Agreement; and
- 6.1.12 that, if the Client requires the Report to be used as evidence in legal proceedings or to be otherwise subject to legal professional privilege, the Client must make this known to NCC Group during the Service Request.

7 NCC Equipment

- 7.1 NCC Group (or its Related Bodies Corporate) may temporarily provide hardware to the Client to assist in delivery or performance of the Retained Incident Response Services (the "**NCC Equipment**"). In such cases, this clause 7 shall apply.

- 7.2 NCC Group consents to the Client using the NCC Equipment, solely in relation to the Retained Incident Response 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 Work sets out the minimum number of hours that the Client agrees to call-off during the SOW Initial Term and each SOW Renewal Term (“**Minimum Call-Off Hours**”). The Parties may agree in the 30-day period prior to the expiry of the SOW Initial Term or relevant SOW 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 Agreement 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 Agreement and each anniversary thereof until this Agreement is terminated.
- 8.3 The Client agrees that it shall be committed to calling-off at least the Minimum Call-Off Hours during the SOW Initial Term and each SOW Renewal Term. To the extent the Client has not used all the Minimum Call-Off Hours for Retained Incident Response Services, excluding any Subcontracted Services, by the expiry of the SOW Initial Term or the relevant SOW Renewal Term, (“**Remaining Hours**”), then the Client shall, unless otherwise set out in the Response Proposal and 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 (where relevant):
- 8.4.1 additional terms and conditions shall apply to such Alternative Services pursuant to clause 4.5 of this Service Module;
 - 8.4.2 unless agreed otherwise, the Client may order 1 (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 1 (one) month of expiry of the SOW Initial Term or the relevant SOW Renewal Term (as appropriate) unless otherwise agreed between the Parties. If the Client then cancels or re-schedules the Alternative Services once a Service 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 Agreement 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 SOW Initial Term or any SOW 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 Work or the then-current rate of Additional Services (as amended from time to time in accordance with clause 8.8).
- 8.7 Reasonable expenses incurred by NCC Group in providing the NCC Group 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 Work 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 SOW Initial Term or the relevant SOW Renewal Term.
- 8.9 NCC Group will have no obligation to provide any NCC Group 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 NCC Group 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 agrees to carry out any of these activities it shall be entitled to charge reasonable additional fees.
- 8.11 Once the Report for the NCC Group Services has been delivered to the Client, digital artefacts associated with the case will be stored by NCC Group for a period of six (6) months. If requested by the Client prior to the end of this six-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.

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- 8.13 Any pricing assumptions specified in the Statement of Work shall apply to the Retained Incident Response Services and also to any fees payable for Additional Services.

9 Cancellation and Rescheduling

- 9.1 The Client accepts and acknowledges that NCC Group allocates its Personnel 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) the following amount to reflect the losses which NCC Group will incur in the event of such cancellation or rescheduling (the “**Cancellation Fee**”):
- 9.1.1 cancellation or rescheduling request within 7 days of the Service Start Date: 100% of the Scheduled Days Cost; and
 - 9.1.2 cancellation or rescheduling request between 8 and 14 days prior to the Service Start Date: 50% of the Scheduled Days Cost.
- 9.2 Charging of the Cancellation Fees are at NCC Group's discretion. NCC Group will use reasonable commercial efforts to re-deploy its Personnel to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy its Personnel, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 9.3 If the Client re-books the Retained Incident Response Services for another date, the Fees for the Retained Incident Response Services as re-booked will be payable in addition to any Cancellation Fees.
- 9.4 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 NCC Group 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 Related Bodies Corporate 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 Agreement 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)					
(a) Telephone	6 hours	2 hours	1 hour	2 hour	1 hour
(b) Remote	BE*	6 hours	2 hour	6 hours	2 hours
(c) Onsite support in transit (EU, NA & SEA)*	BE	12 hours	6 hours	12 hours	6 hours
(d) 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

The response times listed above are subject to the following 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 1 (one) hour's effort. Where the initial review will require more than 1 (one) hour's 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 hour's effort on the initial review without the Client's consent.
3. NCC Group does not guarantee compliance with the above timescales in Exceptional Circumstances.
4. For the avoidance of doubt, the response times set out in sections (a) to (d) (inclusive) shall not apply to any Subcontracted Services.

Appendix 2 –Response Times for Subcontracted Services

TABLE OF RESPONSE TIMES FOR SUBCONTRACTED SERVICES

Service	Bronze	Silver	Gold	MDR Standard Retainer	MDR Enhanced Retainer
SLA (Mon - Sunday 24 hours)					
OT First Responder In transit (Dragos)**	48 hours	48 hours	48 hours	48 hours	48 hours

The response times listed above are subject to the following caveats and conditions:

1. response times apply only to Client location(s) where the Dragos Platform is deployed and accessible by Dragos incident responders. Dragos will make reasonable effort to provide Rapid Response Services at all other Client location(s).
2. en-route response times and the ability to respond to an incident outside the continental US, Canada, UK, EU, Middle East, Australia and New Zealand may be limited for security, export control, and visa or immigration reasons, as well as country-specific travel restrictions.
3. Dragos will make reasonable efforts to respond to Client's request for onsite services, but certain destinations will be limited to remote services only.

Schedule 1 – SUBCONTRACTED SERVICES (DRAGOS INC)

1 Agreement Structure and Interpretation

- 1.1 This Schedule A sets out the additional terms and conditions applicable to Subcontracted Services and is to be read in conjunction with the remainder of this Service Module. Capitalised terms in this Schedule shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise herein.
- 1.2 To the extent that there is any conflict between the terms of the Third Party Vendor Terms and the remainder of the Service Module, the Third Party Vendor Terms shall prevail.

2 Definitions

“**Aggregated Data**” means any data based on the Customer's use of the Dragos Platform that has been aggregated. In the process of aggregation, the data will be anonymized, and to the extent this is not possible, the data will be pseudonymized, so that it is in any case not directly related or otherwise attributable to a identified or identifiable natural person;

“**Dragos**” means Dragos, Inc., a Delaware corporation with its principal office at 1745 Dorsey Road, Hanover, Maryland 21076;

“**Dragos Platform**” means the operational technology cybersecurity platform powered by Dragos and provided to the Client; and

“**Third Party Vendor Terms**” means the Dragos Terms and Conditions for Products & Services Provided Free of Charge found here: www.dragos.com/freeofferings-terms-conditions.

3 Client Duties

- 3.1 The Client acknowledges and agrees that:

- 3.1.1 each of the the Client, NCC Group and Dragos shall be entitled to disclose Confidential Information to the other Party(ies) where required to delivered the Retained Incident Response Services and/or the Subcontracted Services, provided always that such disclosure remains subject to the provisions of the Agreement.
- 3.1.2 each Service Request for Subcontracted Services will reduce the applicable Minimum Call-Off Hours by a minimum of 40 hours;
- 3.1.3 time spent on onboarding and/or training requested by the Client will be deducted from the applicable Minimum Call-Off Hours;
- 3.1.4 to the extent the Client has not used all the Minimum Call-Off Hours for Subcontracted Services by the expiry of the SOW Initial Term or the relevant SOW Renewal Term, then the Remaining Hours will expire and NCC Group will be entitled to retain the applicable 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;
- 3.1.5 if the balance of Minimum Call-Off Hours, as detailed in the Statement of Work, is used in full, NCC Group will continue to provide the Subcontracted Services on a time and materials basis calculated at the then current standard day rate;
- 3.1.6 if the Client uses the Dragos Platform in connection with the provision of the Retained Incident Response Services, the Client shall comply with the Third Party Vendor Terms. The Client shall, at all times during and after the termination or expiry of the Agreement, indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and their respective officers, employees, agents, contractors and subcontractors 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 Vendor Terms;
- 3.1.7 if Client does not purchase the Dragos Platform beyond the trial use for the Incident Response Services, Client shall promptly return or destroy the Dragos Platform at the reasonable direction of NCC Group; and
- 3.1.8 if the Client instructs NCC Group to deploy the Dragos Platform in connection with the provision of the Retained Incident Response Services, it provides ostensible authority to NCC Group to accept the Third Party Vendor Terms on behalf of the Client and accepts that the Third Party Vendor Terms will be deemed a binding contract between Client and Dragos, Inc., (on behalf of itself and any Dragos affiliates performing the Subcontracted Services).

4 Dragos Platform

- 4.1 The Client acknowledges that Subcontractor will be creating Aggregated Data based on data provided by the Client and NCC Group. Provided that Aggregated Data will not and/or cannot be used to (re-)identify, the Client or their Confidential Information, the Subcontractor may use such information to the extent and in a manner consistent with applicable law or regulation and for purposes of data analysis, performing the Subcontractor Services, and product enhancement provided that any such use is in accordance with the terms of this Agreement. Aggregated Data may include (i) technical, statistical, or analytical data; (ii) machine-generated data, such as metadata and network data; incl. IP-addresses, MAC-addressed

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and device names; and/or (iii) information or data regarding potential threats and vulnerabilities, including but not limited to any malware, spyware, virus, worm, Trojan horse, indicators of compromise, threat behaviors or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data that is related to potentially unauthorized third parties associated with such threat data.

NCC GROUP SERVICE MODULE

SECURITY TESTING SERVICES

1 Agreement Structure and Interpretation

This Service Module sets out the terms and conditions applicable to security testing services, and is to be read in conjunction with the NCC Group General Terms and Conditions. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group General Terms and Conditions unless stated otherwise.

2 Definitions:

"ISP" means Internet Service Provider;

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

"Security Testing" means the process of testing the System as described in the Statement of Work and **"Security Tested"** shall be construed accordingly;

"Service Portion" means a phase, subproject, or similar portion of the total Security Testing Services as described in the Statement of Work or otherwise agreed between the Parties; 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 Security Testing 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 arrange a mutually convenient time and date with NCC Group for the performance of the Security Testing Services and to inform its ISP of the date agreed with NCC Group;
- 3.1.2 that it shall properly and fully back-up all Client Data and copies of all computer programs and Client Data which are held immediately prior to commencement of the Security Testing Services, and which may be affected by the provision of the Security Testing Services and, where appropriate, regularly perform backups during the performance of the Security Testing Services, to enable straightforward recovery and/or reinstatement of any and all Client Data and/or computer programs lost or damaged (whether in whole or part) through provision of the Security Testing Services;
- 3.1.3 to provide suitable working space for NCC Group Personnel if the Security Testing Services is to take place on the Client's premises, including a desk, network access and, where necessary to perform the Security Testing Services, access to data centres, server rooms and/or switch rooms;
- 3.1.4 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;
- 3.1.5 to 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, except 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 Agreement;
- 3.1.6 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;
- 3.1.7 to ensure that, where the Security Testing Services is taking place on the Client's premises, such 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;
- 3.1.8 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 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 Security Testing Services. Such consent includes authorisation for the purposes of

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any applicable legislation, including: Part 10.7 of the Criminal Code Act 1995 (Cth), and Part 2 of the Computer Misuse Act 1993, that NCC Group, its Affiliates and its and their employees (including, but not limited to, the NCC Group Personnel), agents and sub-contractors may perform Security Testing Services which may;

- 3.1.8.1 impair the operation of the System;
- 3.1.8.2 hinder access to the System; and
- 3.1.8.3 impair the operation of any program and/or the reliability of any Client Data relating to the System;
- 3.1.9 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 Client Data and/or software may occur, and the Client agrees to make back-ups pursuant to clause 3.1.2;
- 3.1.10 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 Services or should cease performing the Security Testing Services 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 Services pursuant to this clause 3.1.10 shall be subject to the provisions of clause 4 below;
- 3.1.11 that, where NCC Group (or its Affiliates) supplies any software and/or hardware as part of the Security Testing Services, 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
- 3.1.12 that notify NCC Group at least 3 (three) weeks before scheduling the Security Testing Services should any of the Systems be in multi-tenanted servers hosted by Rackspace Limited, Rackspace Inc or their respective Affiliates.

4 Cancellation and Rescheduling

- 4.1 The Client accepts and acknowledges that NCC Group allocates its Personnel weeks or months in advance and would suffer a loss should the Security Testing 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 in the event of such cancellation or rescheduling (the "**Cancellation Fee**"):
 - 4.1.1 cancellation request 8-21 days before the Service Start Date: 50% of the Scheduled Days Cost;
 - 4.1.2 rescheduling request 8-14 days before the Service 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 Service 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 its Personnel to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy its Personnel, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 4.3 If the Client re-books the Security Testing Services for another date, the Fees for the Security Testing Services as re-booked will be payable in addition to any Cancellation Fee.

5 Industry Notifications

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 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 Agreement unless it is required to do so by law.

NCC GROUP SERVICE MODULE

SOCIAL ENGINEERING SERVICES

1 Agreement Structure and Interpretation

This Service Module sets out the terms and conditions applicable to Social Engineering Services and is to be read in conjunction with the NCC Group General Terms and Conditions. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group 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 Social Engineering Services or the relevant Service Portion (as applicable); and

"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 Social Engineering 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 a 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 a 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 Agreement.

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 the Social Engineering 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 the NCC Group 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 Social Engineering Services. However, NCC Group will endeavour to execute such essential maintenance with the minimum of disruption to the Social Engineering Services.

5 Cancellation and Rescheduling

- 5.1 The Client accepts and acknowledges that NCC Group allocates its Personnel weeks or months in advance and would suffer a loss should the Social Engineering Services or any Service Portion be postponed or cancelled at short notice.

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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 in the event of such cancellation or rescheduling (the **"Cancellation Fee"**):

- 5.1.1 cancellation request 8-21 days before the Service Start Date: 50% of the Scheduled Days Cost;
 - 5.1.2 rescheduling request 8-14 days before the Service 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 Service 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 its Personnel to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy its Personnel, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 5.3 If the Client re-books the Social Engineering Services for another date, the Fees for the Social Engineering Services as re-booked will be payable in addition to any Cancellation Fee.

NCC GROUP SERVICE MODULE

STAFF AUGMENTATION SERVICES

1 Agreement Structure and Interpretation

This Service Module sets out the terms and conditions applicable to staff augmentation services, and is to be read in conjunction with the NCC Group General Terms and Conditions. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group 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 Staff Augmentation Services or the relevant Service Portion (as applicable);

"Service Portion" means a phase, subproject, or similar portion of the total Staff Augmentation Services as described in the Statement of Work or otherwise agreed between the Parties;

"Staff Augmentation Services" means the provision by NCC Group to the Client of one or more NCC Group Personnel having the qualifications and expertise as described in the Statement of Work to 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 Work in order to enable NCC Group to perform the Staff Augmentation Services; and

"Working Day" means a period of 8 hours on a Business Day.

3 Client's Duties

3.1 The Client agrees:

- 3.1.1 that NCC Group shall provide the NCC Group Personnel to the Client to work in a staff augmentation capacity. The NCC Group Personnel shall meet the requirements set out in the Statement of Work (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 NCC Group Personnel provides the Staff Augmentation Services at the dates and times set out in the Statement of Work and, if no such dates or times are set out in the Statement of Work, 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 Service Start Date of any policies and procedures that the NCC Group Personnel must comply with while working on the Client's Site. NCC Group shall ensure that the NCC Group Personnel 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 NCC Group Personnel 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 NCC Group Personnel 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 NCC Group Personnel to make use of the same;
- 3.1.6 that, while NCC Group shall use commercially reasonable endeavours to ensure the same NCC Group Personnel remains assigned to perform the Staff Augmentation Services for the Service Term, it may substitute such NCC Group Personnel at any time upon notice to the Client with another that meets the criteria specified in the Statement of Work; and
- 3.1.7 that, if agreed as part of the relevant Statement of Work, 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 Work.

4 Fees and Payment

- 4.1 Unless stated otherwise in the Statement of Work, the Fees payable in respect of any time spent by the NCC Group Personnel working on Client matters will be billed in units of one Working Day. If the NCC Group Personnel 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 Work. 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 Work will be charged in line with NCC Group's 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 the NCC Group 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 NCC Group Personnel to work at the Client's reasonable direction pursuant to the terms of the Agreement. NCC Group does not guarantee any specific results or outcomes from the Staff Augmentation Services.
- 5.2 Other than where the Agreement is terminated by the Client pursuant to the NCC Group General Terms and Conditions as a result of: (i) a material breach by NCC Group; or (ii) an Insolvency Event which arises in relation to NCC Group, the Client will be liable in all circumstances (including but not limited to where the Agreement is terminated or the Staff Augmentation 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 NCC Group Personnel will be provided by NCC Group to work at the Client's reasonable direction, subject to the NCC Group General Terms and Conditions, neither NCC Group nor the NCC Group Personnel shall be liable to the Client for any breach of this Agreement (or for any other type of liability) to the extent that the same resulted from NCC Group or the NCC Group Personnel complying with the Client's instructions.

6 Cancellation and Rescheduling

- 6.1 The Client accepts and acknowledges that NCC Group allocates its Personnel weeks or months in advance and would suffer a loss should the Staff Augmentation 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 in the event of such cancellation or rescheduling (the "**Cancellation Fee**"):
- 6.1.1 cancellation request 8-21 days before the Service Start Date: 50% of the Scheduled Days Cost;
 - 6.1.2 rescheduling request 8-14 days before the Service 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 Service 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 its Personnel to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy its Personnel, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 6.3 If the Client re-books the Staff Augmentation Services for another date, the Fees for the Staff Augmentation Services as re-booked will be payable in addition to any Cancellation Fee.