

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

### Services Module (Forensic Services)

#### 1 Contract Structure and Interpretation

- 1.1 This Services Module sets out the terms and conditions applicable to forensic services, and is to be read in conjunction with NCC Group's General Terms and Conditions.
- 1.2 NCC Group's General Terms and Conditions apply to this Service Module.
- 1.3 Capitalised terms in this Services Module shall have the same meaning ascribed to them in the 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 Works or Authorisation Form which are to be investigated by NCC Group as part of the Forensic Services; and

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

#### 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 Services Module;
- 3.1.2 acknowledges that, due to the nature of Forensic Services, NCC Group cannot guarantee that it will be able to perform and/or complete the Forensic Services. In particular, NCC Group may be unable to recover the data in whole or in part, may be unable to gain access to some or all of the Equipment and may need to examine additional equipment not included in the relevant Statement of Works or Authorisation Form. In addition, the data recovered may not be of evidentially significant material, the Equipment may suffer damage as a result of the data recovery process and/or the Forensic Services may result in loss of business operating time or interruption to service for the Client. Such problems cannot be identified by NCC Group until it has commenced Forensic Services and the Client shall remain liable for payment of the Fees (or such proportion of the Fees as NCC Group may determine appropriate in its absolute discretion);
- 3.1.3 agrees, where the Forensic Services are to take place on the Client's premises, to ensure that a suitable working space is provided for the Consultant 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 clause 8.2 below, 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 Contract;
- 3.1.6 agrees to ensure at least one employee has experience of the Equipment and will act as liaison between the Client and NCC Group, responding promptly to queries and requests for information;
- 3.1.7 agrees at all times to co-operate with NCC Group and to provide it promptly with such information about the Equipment as is reasonably required by NCC Group;
- 3.1.8 agrees to ensure that, where the Forensic Services are taking place on its premises, the premises are safe. The Client will indemnify, keep indemnified and hold harmless NCC Group in full and on demand from and against all liabilities, direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which NCC

Group incurs or suffers in any way whatsoever arising out of or in connection with any claim or action against NCC Group for death and/or personal injury arising out of the Client's failure to provide safe premises;

- 3.1.9 agrees that it has procured consent required for NCC Group (and its Affiliates) to be permitted to carry out the Forensic Services and that, when requested by NCC Group it will provide evidence of such consents. NCC Group will be carrying out the Forensic Services in the belief that the Client has obtained all appropriate consents, permits and permissions;
- 3.1.10 agrees that, where NCC Group (or its Affiliates) supplies any software and/or hardware as part of the Forensic Services, it shall only use such software and/or hardware for lawful purposes, solely to the extent necessary to receive the benefit of the Forensic Services and in accordance with any applicable licence terms and NCC Group's (or its Affiliates') instructions; and
- 3.1.11 authorises NCC Group to work on or remove Equipment which is compromised or which it believes to be compromised.

## 4 NCC Group's Duties

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

## 5 Fees and payment

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

## 6 Cancellation and Rescheduling

- 6.1 The Services provided pursuant to this Services Module are subject to a Cancellation Fee for short term cancellation or rescheduling as described in the General Terms and Conditions.
- 6.2 The relevant percentages and time periods as referred to in the General Terms and Conditions are as follows:
  - 6.2.1 cancellation or rescheduling request 8-30 days before the Start Date: 50% of the Scheduled Days Cost;
  - 6.2.2 cancellation or rescheduling request less than 8 days before the Start Date: 100% of the Scheduled Days Cost;

## 7 Ownership of Equipment

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

## 8 Liability

- 8.1 Subject to clause 8.2 below, 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 Services Module.