

SERVICE-SPECIFIC MODULE REMIEDIATE SERVICES

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

1 Contract Structure and Interpretation

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

2 Definitions

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

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

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

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

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

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

3 Client’s Duties

- 3.1 The Client agrees, in addition to any obligations contained in the Service Description and the Statement of Works:
 - 3.1.1 to work collaboratively with NCC Group to provide all relevant information in relation to its Business Operations Environment to NCC Group required to enable NCC Group to deliver the Remediate Services;
 - 3.1.2 to obtain consent from any relevant third parties to enable the Remediate Services to be performed which may include (but is not limited to) its ISP and any third party suppliers of the Systems within Business Operations Environment and, when requested by NCC Group, to provide written evidence of such consent and, where relevant, to notify relevant employees that the Remediate Services have been scheduled;
 - 3.1.3 to ensure that the Client has consent from the relevant parties to provide to NCC Group any report, findings data or information prepared by or in which a third party has any rights and for NCC Group to use the contents of such reports as necessary in the provision of the Remediate Services;
 - 3.1.4 to arrange a mutually convenient time and date with NCC Group for the performance of the Remediate Services and, if necessary, to inform its ISP of the date agreed with NCC Group;

- 3.1.5 that it shall ensure the interim resilience of its entire Business Operations Environment during the performance of Remediate Services which should include amongst others (but not limited to) proper and full back-up of all data and copies of all, computer programs and data which are held immediately prior to commencement of the Remediate Services, and which may be affected by the provision of the Remediate Services and, where appropriate, regular performance of interim backups during the performance of the Remediate Services, to enable straightforward recovery and/or reinstatement of any and all data and/or computer programs lost or damaged (whether in whole or part) through provision of the Remediate Services;
- 3.1.6 to provide suitable working space for the Consultant if the Remediate Services is to take place on the Client's premises, including a desk, network access and, where necessary to perform the Remediate Services, access to data centres, internal networks and systems including administrator level accesses where necessary, server rooms and/or switch rooms;
- 3.1.7 to ensure at least one employee who shall have substantial experience and knowledge of the Business Operations Environment and will act as liaison between the Client and NCC Group, responding promptly to any queries or requests for information;
- 3.1.8 to co-operate with NCC Group and to provide it with all information that is reasonably necessary and/or which it reasonably requests in a timely manner to enable the effective, safe and secure provision of the Remediate Services. Further, the Client shall facilitate access to all Business Operations Environment in a timely manner as required for the effective delivery of the Remediate Services;
- 3.1.9 to inform NCC Group of any organisational, policy, network, stakeholder, infrastructure and/or any other changes that may impact the Remediate Services or NCC Group's ability to provide the Remediate Services;
- 3.1.10 at all times to co-operate with NCC Group and to provide NCC Group promptly with such other relevant information in relation to the Business Operations Environment and appropriate log files about the Systems within Business Operations Environment, network, premises, equipment, data structures, protocols, software, hardware and firmware as is reasonably required by NCC Group;
- 3.1.11 to ensure that, where the Remediate Services are taking place on the Client's premises, the premises are safe. The Client will indemnify, keep indemnified and hold harmless NCC Group in full and on demand from and against all liabilities, losses, damages, claims, proceedings and legal costs, judgments and costs (including costs of enforcement) and expenses (in each case whether direct, indirect or consequential) which NCC Group (or its Affiliates) incurs or suffers arising out of or in connection with any claim or action against NCC Group for death and/or personal injury arising out of the Client's failure to provide safe premises;
- 3.1.12 that, in cases where NCC Group requires the Client to sign an Authorisation Form, by signing the Authorisation Form, the Client consents, for itself and on behalf of all its Affiliates, to NCC Group (or its Affiliates) performing the Remediate Services and confirms that it has procured, where necessary, the consent of all its (and its Affiliates') third party service providers (including ISPs), third party software vendors and equipment owners, employees, agents and sub-contractors for NCC Group (or its Affiliates) to carry out the Remediate Services. Such consent includes authorisation for the purposes of Section 3 of the Computer Misuse Act 1990 that NCC Group, its Affiliates and its and their employees (including, but not limited to, the Consultant), agents and sub-contractors may perform Remediate Services which may;
 - 3.1.12.1 impair the operation of the Business Operations Environment;
 - 3.1.12.2 hinder access to the Systems within Business Operations Environment; and
 - 3.1.12.3 impair the operation of any program and/or the reliability of any data relating to the Systems within Business Operations Environment;
- 3.1.13 that, whilst NCC Group will use reasonable endeavours and Good Industry Practice to avoid disruption of the Client's network, disruption to the Client's Business Operations Environment and/or possible loss of or corruption to data and/or software or business interruption (including but not limited to disruption in operation of business units, and/or resource coordination or any disruption arising out of Client's failure to ensure that interim resilience of Business Operations Environment as set out in clause 3.1.5) or any events of a similar nature may occur, and the Client agrees to make back-ups pursuant to clause 3.1.5;

- 3.1.14 to notify NCC Group in writing in advance after becoming aware of any periods during which NCC Group should not perform the Remediate Services or should cease performing the Remediate Services due to business interruption, organisational changes affecting the operation of Business Operations Environment, and/or critical business processes (such as batch runs) or if any part of the Business Operations Environment is business critical so that NCC Group may, if necessary, with the Client's consent, modify its approach. The Client shall advise NCC Group of any change control policies or processes which may be relevant to the Services and shall ensure that any necessary escalations and/or prioritisations are obtained to enable NCC Group to be able to provide the Services without impediment;
- 3.1.15 that, where NCC Group (or its Affiliates) supplies any software and/or hardware as part of the Remediate Services, Client shall only use such software and/or hardware for lawful purposes, solely to the extent necessary to receive the benefit of the Remediate Services and in accordance with any applicable licence terms and NCC Group's (or its Affiliates') instructions provided from time to time; and
- 3.1.16 the Client shall assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of the provision of the Remediate Services, save to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group's breach of the Contract.

4 Liability

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

5 Ownership of Business Operations Environment and Intellectual Property Rights

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

6 Cancellation and Rescheduling

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

7 Change Control

- 7.1 A change to the Contract, Remediate Services or Deliverables (a “**Change**”) will not be effective unless agreed and documented by the parties in accordance with this section 7.
- 7.2 NCC Group and the Client shall discuss any Change proposed by either party and such discussion shall result in either an agreement not to proceed, a written request for a change from the Client, or a recommendation for a Change from NCC Group.
- 7.3 Any written request from the Client shall include sufficient detail to enable NCC Group to reasonably assess the impact of such Change on the Remediate Services, the Deliverables, the Fees and the Contract.
- 7.4 Where a written request for a Change is received from the Client, NCC Group shall submit a change control note (“**Change Control Note**”) within 10 (ten) Working Days of receipt of such request, containing the information required to be specified therein. Any recommendation from NCC Group for a change will be submitted by NCC Group as a Change Control Note.
- 7.5 The Client shall, within 5 Working Days of receipt of a Change Control Note, evaluate such Change Control Note and either:
 - 7.5.1 request further information;
 - 7.5.2 discuss such Change Control Note with NCC Group;
 - 7.5.3 approve the Change Control Note as submitted by NCC Group;
 - 7.5.4 or reject such Change.
- 7.6 Any acceptance or rejection of such Change shall be made by notice in writing to NCC Group.
- 7.7 If the Client and NCC Group agree a change and the relevant Change Control Note, then signature of the Change Control Note by duly authorised signatories of both Parties will constitute a formal amendment to the contract to the extent specified in such Change Control Note.

8 Industry Notifications

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