

**NCC GROUP TERMS AND CONDITIONS
FOR THE SUPPLY OF SERVICES**

Services Module (Managed Detection & Response Services)

1 Contract Structure and Interpretation

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

2 Definitions:

"Alert" means a response to the correlation of one or more individual Events processed by an MDR Service Offering, generated by such MDR 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 MDR Services, as set out in the SOW (and excluding, for the avoidance of doubt, the Set Up Fees);

"CIRT" means NCC Group's cyber incident response team;

"Contract Year" means each successive period of 12 months from the Relevant Go Live Milestone during which the MDR Services are to be provided;

"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 MDR 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;

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

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

"MDR Service Offering" means an individual service offering which forms part of the MDR 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 Works;

"Normal Office Hours" means 8am – 6pm (GMT) 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 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 MDR Services to be provided under the Contract;

"Relevant Systems" means any systems, networks, hardware or software which the Client requires to be monitored or investigated (as applicable) as part of the MDR 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 MDR Service Offerings, as contained in the Service Description and/or Statement of Work;

“Service Level Appendix” means the relevant section or appendix to the Service Description setting out the Service Levels (if applicable) to the MDR Service Offerings;

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

“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 SOW;

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

“Service Description” means the service description applicable to the MDR Services, 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 SOW;

“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 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 England and Wales;

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

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 MDR Services;
- 3.1.3 without prejudice to clause 3.1.2:
 - 3.1.3.1 to obtain, prior to the 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 MDR 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 Start Date, to notify relevant employees that the MDR 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 MDR 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 MDR Services on Relevant Systems which use non-Western character sets for the duration of the MDR 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 MDR Services or NCC Group’s ability to provide the MDR Services;
 - 3.1.3.7 to provide feedback to NCC Group from investigations carried out when an incident reported via the MDR 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 Contract;
- 3.1.5 where the MDR Services are to take place on the Client's premises:
 - 3.1.5.1 to ensure that a suitable working space is provided for the Consultant(s) which shall include (without limitation) a desk and network access where appropriate; and
 - 3.1.5.2 to indemnify, keep indemnified and hold harmless NCC Group and its Affiliates in full and on demand from and against all liabilities, direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including without limitation costs of enforcement) and expenses which NCC Group incurs or suffers directly or indirectly in any way whatsoever arising out of or in connection with any claim or action against NCC Group for death and/or personal injury arising out of the Client's failure to provide safe premises;
- 3.1.6 to only use the MDR Services in support of the Client's own business operations;
- 3.1.7 to comply with any additional acceptable use policy or other terms of use which may be set out in the Service Description or which may otherwise be provided by NCC Group to the Client. In the event of any conflict between such policy or terms and the remainder of the Contract, the remainder of the Contract shall take precedence;
- 3.1.8 that NCC Group may retain information or data resulting from the MDR Services to the extent that it reasonably requires it to improve its managed detection and response services generally;
- 3.2 The Client shall assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including, but not limited to, claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including, but not limited to, court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) directly or indirectly as a result of the failure by the Client to comply with its obligations under this clause 3.

4 NCC Duties

- 4.1 NCC Group shall notify the Client if any threat or malicious activity is detected through the MDR 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 MDR 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 MDR Service Offering, provide the MDR 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 MDR Services does not meet the applicable Service Levels in accordance with clause 4.2 above, the Fees for the MDR Services shall be adjusted in accordance with the Service Level Appendix, to the extent applicable. Such adjustment (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 Contract 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 Contract; and/or
 - 4.4.2 without prejudice to the generality of clause 15.1 of the 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 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 MDR 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 Fees and Payment

5.1 Annual Fees for the MDR 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 term of the Contract. NCC Group will invoice the Client for the Set up Fees upon the acceptance of the applicable Statement of Work.

5.2 NCC Group shall be entitled to revise the Fees for the MDR 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.

5.3 NCC Group shall be permitted to charge the Client additional fees should additional services not specified within the Statement of Works become necessary or are requested by the Client.

5.4 All payments due under this Contract 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 Order of Court.

5.5 Expenses for travel to a Client's location where required for the purposes of the MDR Services or any additional services agreed pursuant to clause 5.3 shall be chargeable in addition to the Fees.

6 Cancellation and Rescheduling

6.1 The MDR Services cannot be cancelled. Subject to clause 6.3 below, any Fees paid or payable in relation to MDR 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 Annual 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 MDR 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 Procedure

7.1 A change to the Contract, Services or Deliverables (a "Change") will not be effective unless agreed and documented by the parties in accordance with this section 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 MDR 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 note substantially in the form set out in Schedule F to this Service Module ("Change Control Note") within 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 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.

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 contract to the extent specified in such Change Control Note.

8. MDR Portal

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

8.2 Ownership of all Intellectual Property Rights in the MDR Portal remains with NCC Group and nothing in the Contract will operate to transfer to the Client or to grant to the Client any other licence or right to use the MDR Portal.

8.3 NCC Group may at its absolute discretion suspend the Client's access to the MDR Portal at any time if the Client uses the MDR Portal in breach of the Contract or the applicable acceptable use policy.

8.4 The Client shall ensure that its access credentials for the MDR 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 MDR Portal and will immediately notify NCC Group if it becomes aware of any such access;

9. Liability

9.1 NCC Group shall not be liable for any:

9.1.1 loss of or damage to the Client's, its agents' and/or its subcontractors' property caused directly or indirectly by the NCC Equipment; or

9.1.2 disruption to the Relevant Systems or any loss of or corruption to any data and/or software during the period of the MDR Services; or

9.1.3 use or misuse of information accessed due to another party being informed of or gaining access to the Client's user names and passwords in connection with the MDR Portal.

9.2 The Client accepts and acknowledges that the MDR 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 MDR 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 Consultants will not be legally qualified. As such, the Client accepts and acknowledges that, while NCC Group and the Consultants may give opinions and recommendations based on its industry experience and expertise, the MDR Services and any associated Deliverables do not constitute legal advice, and the Client is advised to seek such independent legal advice if it feels it necessary to do so.

10. Industry Notifications

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

Schedule A – CYBER THREAT MANAGEMENT SERVICES

1 Contract Structure and Interpretation

1.1 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 Services Module.

1.2 Capitalised terms in this Schedule shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise herein.

2 Definitions:

“**Cyber Threat Management Services**” or “**CTM 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;

“**CTM Software**” means NCC Group’s intrusion detection software installed upon NCC Equipment and provided by NCC Group to Client for the purposes of the CTM Services;

“**NCC Group VPN**” means the virtualised private network connecting the NCC Equipment to the SOC;

3 NCC Equipment

3.1 Prior to the 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 Contract 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 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 CTM 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 section 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 CTM Services; and

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

3.7.3 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;
- 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 Contract, 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 CTM 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 Contract, 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 Contract 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 Contract.
- 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 Term. The return to base is at the Client's cost and return to Client is at NCC Group's cost

- 4.1 NCC Group grants to the Client a non-exclusive, non-transferable licence for the Term to use the CTM Software solely in relation to the CTM Services and for no other purpose.
- 4.2 Ownership of all Intellectual Property Rights in the CTM Software remains with NCC Group and nothing in the Contract will operate to transfer to the Client or to grant to the Client any other licence or right to use the CTM Software.
- 4.3 NCC Group may at its absolute discretion suspend the Client's access to the CTM Software at any time if the Client uses the CTM Software in breach of the Contract 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 Works. In the event that the network traffic does exceed such agreed levels the NCC Group shall not be required to provide any 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 CTM 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 CTM Software as part of the Cyber Threat Management Services as soon as is reasonably practicable upon expiry or termination of the Contract. 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 10 Working Days of expiry or termination of the Contract or applicable SOW (whichever is earlier)

SCHEDULE B MANAGED ENDPOINT DETECTION & RESPONSE

1 Contract Structure and Interpretation

- 1.1 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.
- 1.2 Capitalised terms in this Schedule shall have the same meaning ascribed to them in the 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;

"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 Contract, 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 The Client shall provide NCC Group with: (i) details of and (ii) all relevant access credentials and user rights on an ongoing basis for the duration of the Contract in respect of, 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 SOW for the term of the Contract 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 other than from or via NCC Group, such Endpoint Software is not Third Party Software for the purposes of the Contract and NCC Group has no responsibility for the performance or operation of the same.
- 3.5 The Client confirms that it has procured, where necessary, the consent of all its (and its Affiliates') third party service providers and relevant third party software vendors in respect of the Endpoint Software, to enable NCC Group to carry out the Managed Endpoint Detection & Response Services.

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 Works. 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 Third Party 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 use of the Third Party Software.

4.5 The Client shall, at all times during and after the termination or expiry of the Contract, 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 Contract 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.

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 Contract, the Third Party Vendor Terms shall prevail.

5.4 The Client shall, at all times during and after the termination or expiry of the Contract, 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 - Third Party Vendor Terms for Endpoint Software

[To be provided separately where applicable]

Schedule C SIEM Threat Detection Services

1 Interpretation

- 1.1 This Schedule C sets out the additional terms and conditions applicable to SIEM Threat Detection Services, and is to be read in conjunction with the remainder of this Service Module.
- 1.2 Capitalised terms in this Schedule shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise.

2 Definitions:

"SIEM Threat Detection Services" 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;

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

"Hosted SIEM Software" means NCC Group's SIEM Software known as **"ReactLive"** or such other similar proprietary software as NCC Group may provide as part of the SIEM Threat Detection Services, as specified in a Statement of Work; and

"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;

3 Hosted SIEM

- 3.1 Where a Statement of Work specifies that the SIEM Software is Hosted SIEM Software, NCC Group grants to the Client a non-exclusive, non-transferable licence for the Term to use the Hosted SIEM Software, solely in relation to the MDR Services.
- 3.2 Ownership of all Intellectual Property Rights in the Hosted SIEM Software remains with NCC Group and nothing in the Contract will operate to transfer to the Client or to grant to the Client any other licence or right to use the Hosted SIEM Software.
- 3.3 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 Contract or the applicable acceptable use policy.

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 term of the Contract to use the MDE Software, solely in relation to the MDR Services.
- 4.2 Ownership of all Intellectual Property Rights in the MDE Software remains with NCC Group and nothing in the Contract 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 Contract or the applicable acceptable use policy.
- 4.4 Upon expiry or termination of the Contract, 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, 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 Works. 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 Third Party 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 Contract, 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 Contract 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 in accordance with NCC Group's instructions. NCC Group shall provide reasonable remote assistance in respect of such installation and configuration as described in a SOW.

6.2 The Client shall provide NCC Group with: (i) details of and (ii) all relevant access credentials and user rights on an ongoing basis for the duration of the Contract in respect of, 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 SOW for the term of the Contract 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 other than from or via NCC Group, such SIEM Software is not Third Party Software for the purposes of the Contract and NCC Group has no responsibility for the performance or operation of the same.

6.4 The Client confirms that it has procured, where necessary, the consent of all its (and its Affiliates') third party service providers and relevant third party software vendors in respect of the SIEM Software, to enable NCC Group to carry out the SIEM Threat Detection Services.

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 MDR 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 below or as otherwise provided by NCC Group in a SOW. 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 Contract, the Third Party Vendor Terms shall prevail.

7.3 The Client shall, at all times during and after the termination or expiry of this Contract 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 - 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 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, 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 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 Contract 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.

3.1. Indemnification . Provided the Client's use of all MSP Software was in accordance with the terms of this Contract, 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. 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. For the avoidance of doubt, Section 10.3.2 of the General Terms and Conditions shall not apply in respect of the MSP Software.

4. Termination.

4.1. Termination for Default. Without prejudice to any other of NCC's termination rights under this Agreement, or a Contract, NCC Group may terminate this Agreement and/or an applicable Contract 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 Contract 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 Contract 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, which policy is hereby incorporated by reference and made a part of this Agreement.. Such Privacy Policy shall be made available by NCC Group upon the Client's request.

Schedule D Managed Intelligence Services (MIS)

1 Contract Structure and Interpretation

1.1 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.

1.2 Capitalised terms in this Services Module shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise.

2 Definitions:

"Managed Intelligence Platform" or **"MIS Platform"** means NCC Group's automated OSINT interrogation platform;

"Managed Intelligence Services" means the monitoring of identified domains, IP ranges, specific key words and other parameters for suspicious activity via the MIS Platform, and the analysis, investigation and reporting of alerts generated by such platform, in each case as described in the Service Description and the Statement of Works;

"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 Works.

3 NCC Group Duties

3.1 NCC Group will use reasonable efforts to ensure the Managed Intelligence 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 NCC Group shall not be liable, for example a lack of availability of the backbone internet infrastructure in the UK or other locations or for data provided by third parties on a scheduled basis (such as zone files and newly registered domains provided by registrars) that is not yet accessible by NCC Group. NCC Group may also need to perform maintenance of its own hardware and software, which may interrupt provision of the Managed Intelligence Services. NCC Group will endeavour to execute such maintenance with the minimum of disruption to the Managed Intelligence Services and will, where feasible, provide prior notice to the Client.

4 Client Duties

4.1 The Client agrees to inform NCC Group of any updates or changes in relation to the Identified Parameters.

5 Data Protection

5.1 The parties hereby acknowledge that NCC Group is acting as a Data Controller rather than a Data Processor for the Managed Intelligence Services. The Managed Intelligence Services includes the use of the MIS Platform and searches of a wide variety of sources, including publicly available sources, at the discretion of NCC Group. NCC Group therefore uses its expertise to determine the purpose and means of the processing.

This clause 5 shall supercede clause 7.2 of the NCC Group General Terms & Conditions in respect of the Managed Intelligence Services.

5.2 NCC Group will ensure they have measures in place to ensure compliance with the relevant Data Protection Legislation, such as;

5.2.1 a legal basis for the processing and privacy notice as appropriate;

5.2.2 procedures for ensuring data subjects are able to exercise their rights;

5.2.3 technical and organisational measures as necessary to ensure that the Personal Data is protected against accidental or unlawful loss, destruction, damage, unauthorized access, use, modification, disclosure or other misuse;

5.2.4 Any other measures that NCC Group deems to be required by the Data Protection Legislation.

5.3 The Client recognizes that NCC Group has no direct relationship with any of the Client's data subjects. The Client will therefore ensure they have measures in place to ensure compliance with the relevant Data Protection Legislation where Personal Data relating to the Client is identified, such as;

5.3.1 privacy notices referring to NCC Group's use of Personal Data;

5.3.2 procedures for managing a Personal Data Breach;

- 5.3.3 procedures for ensuring data subjects are able to exercise their rights, which includes directing data subjects to NCC Group when a relevant request is made;
- 5.3.4 any other measures that the Client deems as required by the Data Protection Legislation.
- 5.4 Where Personal Data is identified in respect of a data subject which is not data subject of the Client, NCC will be solely responsible for deciding on the course of action in relation to such Personal Data, such as whether notification to the relevant parties or other investigatory / regulatory bodies is required and / or appropriate.
- 5.5 NCC will anonymise any Personal Data identified as part of delivering the Service, and retain the anonymous information in order to improve its MIS Services.

Schedule E – Retained Incident Response (RIR)

1 Contract Structure and Interpretation

1.1 This Schedule E sets out the additional terms and conditions applicable to Retained Incident Response Services where provided as Managed Detection Response Services, is to be read in conjunction with the remainder of this Service Module.

1.2 Capitalised terms in this Services Module shall have the same meaning ascribed to them in the 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.

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

“**CIRT Triage Investigation Approval**” has the meaning ascribed to it in clause 3.2

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

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

“**Normal Office Hours**” means 8am – 6pm

“**Retained Incident Response Services**” or “**RIR Services**” means the incident response services provided by the CIRT as described in the Service Description and the Statement of Works, including CIRT 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 3.3.

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

“**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 CIRT for CIRT Triage Investigation.

3.2 Upon receipt of written approval from the Client for the Alert to be passed to CIRT for CIRT Triage Investigation (“**CIRT Triage Investigation Approval**”), CIRT will commence the provision of CIRT Triage Investigation. Time spent undertaking CIRT 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 CIRT Triage Investigation Period, CIRT 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**”).

3.3 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 Services) to the Client. **4 NCC Group Duties**

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

4.2 Where a Report is required it shall, unless otherwise stated in the Response Proposal or otherwise agreed, be produced by the Consultant 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 Consultant will continue to be involved throughout the investigation of a particular incident during the Incident Response Services, it reserves the right to replace that Consultant.
- 4.4 NCC Group shall, where the Consultant is present on the Client's premises, use all reasonable endeavours to ensure that the Consultant complies with such reasonable site rules and procedures as are notified to NCC Group from time to time.
- 4.5 In the event that a level of security clearance is required in order to provide the Incident Response Services, NCC Group will use its reasonable endeavours to provide a Consultant with the appropriate levels of security clearance. For the avoidance of doubt, if NCC Group is unable to provide a Consultant with appropriate levels of security clearance, NCC Group will not be liable for any failure to perform or complete the Incident Response Services or delay in performing its obligations under the Contract.

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 Term ("**Minimum Call Off Days**"). Minimum Call-Off Days can be used for CIRT Triage Investigation and/or for further Retained Incident Response Services detailed in a Response Proposal, where such services are requested in accordance with the process referred to in section 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 Annual 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 clause 6.3 of this Service Module, 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 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 Section 3 above.
- 6.4 Unless otherwise stated in the relevant 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 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 All 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's Consultants 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 Consultant 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 Continuous Vulnerability Monitoring Services

1 Contract Structure and Interpretation

- 1.1 This Schedule F sets out the additional terms and conditions applicable to Continuous Vulnerability Monitoring Services, and is to be read in conjunction with the remainder of this Service Module.
- 1.2 Capitalised terms in this Services Module shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise.

2 Definitions:

“Continuous Vulnerability Monitoring Services” or **“CVMS”** means the continuous monitoring of the Client’s network infrastructure for vulnerabilities through (i) periodic network vulnerability infrastructure scans, and (ii) monitoring of potential new threats in between scans by comparing CVMS Data Feeds against data gathered from such regular vulnerability scans.

“MVSS Portal” means any web-based facility through which the Client can access the Risk Reports generated as part of the Managed Vulnerability Scanning Services (which, for the avoidance of doubt, may be different to the MDR Portal through which Alerts will be notified);

“Risk Reports” means the periodic reports produced by NCC Group outlining the results of the network vulnerability infrastructure scans undertaken as part of the Continuous Vulnerability Scanning Services;

“CVMS Data Feeds” means those published databases of vulnerabilities specified in the Service Description.

3 NCC Group Duties

- 3.1 Reports shall be uploaded to the MVSS Portal at the frequencies specified in the Statement of Works.
- 3.2. NCC Group will use reasonable efforts to ensure the Continuous Vulnerability Monitoring 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 NCC Group shall not be liable, for example a lack of availability of the backbone internet infrastructure in the UK or other locations or for data provided by third parties on a scheduled basis (such as zone files and newly registered domains provided by registrars) that is not yet accessible by NCC Group. NCC Group may also need to perform maintenance of its own hardware and software, which may interrupt provision of the Managed Intelligence Services. NCC Group will endeavour to execute such maintenance with the minimum of disruption to the Continuous Vulnerability Monitoring Services and will, where feasible, provide prior notice to the Client.
- 3.3 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.
- 3.4 The Client acknowledges that there is a risk that the Continuous Vulnerability Monitoring Services may lead to the loss or corruption of the Client’s data and/or Personal Data affected by such Services, and that the same is an inherent risk of Continuous Vulnerability Monitoring Services even when performed in accordance with Good Industry Practice. Subject to clause 10.1 of the General Terms and Conditions, NCC Group will not be liable for any such loss of data.

4 Client Duties

- 4.1 The Client 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 Continuous Vulnerability Monitoring 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.
- 4.2 The Client shall 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 Continuous Vulnerability Monitoring 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.
- 4.3 The Client shall use any software and/or hardware which NCC Group (and its Affiliates) supplies to the Client as part of the Continuous Vulnerability Monitoring Services for lawful purposes, solely to the extent necessary to receive the benefit of the Continuous Vulnerability Monitoring Services and in accordance with any applicable licence terms and NCC Group’s (and its Affiliates) instructions provided from time to time.
- 4.4 By signing the Authorisation Form, the Client consents, for itself and on behalf of all Affiliates, to NCC Group (or its Affiliates) performing the Continuous Vulnerability Monitoring 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 Continuous Vulnerability Monitoring Services. Such consent includes authorisation for the purposes of Section 3 of the Computer Misuse Act 1990 that NCC Group, its Affiliates and their respective employees, agents and sub-contractors may perform Continuous Vulnerability Monitoring Services which may:

- 4.4.1.1 impair the operation of the Relevant Systems;
 - 4.4.1.2 hinder access to the Relevant Systems; and
 - 4.4.1.3 impair the operation of any program and/or the reliability of any data relating to the Relevant Systems.
- 4.5 The Client shall ensure there is sufficient bandwidth to enable NCC Group to perform the Continuous Vulnerability Monitoring Services.
- 4.6 The provisions of clause 8 of this Managed Detection Services Modules shall also apply in respect of the MVSS Portal and the clause shall be construed accordingly.

Schedule G – MANAGED NETWORK INTRUDER ALARM SERVICES

1 Contract Structure and Interpretation

1.1 This Schedule G sets out the additional terms and conditions applicable to Managed Network Intruder Alarm Services, and is to be read in conjunction with the remainder of this Services Module.

1.2 Capitalised terms in this Schedule shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise herein.

2 Definitions:

“Managed Network Intruder Alarm Services” or **“MNIA 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;

“Intruder Alarm 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.

“MNIA Technology” means the intruder alarm deception technology which comprises Appliances, Intruder Alarm Tokens and the MNIA Platform;

“MNIA Platform” means the third party cloud based management platform used to collect heartbeat and alert messages sent by Appliances and/or Intruder Alarm Tokens when an attacker is or may be present on the Client’s monitored network;

3 NCC Equipment

3.1 Prior to the 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 Contract 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 MNIA Platform 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 CTM 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 Intruder Alarm Tokens to communicate with the MNIA Platform 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 section 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 MNIA Services; and

- 3.7.2 use the NCC Equipment in accordance with the Contract and as expressly directed by NCC Group and the manufacturer user manuals; and
- 3.7.3 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;
- 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 Contract, 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 MNIA 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 Contract, 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 Contract 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 Contract.

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

5. MNIA Technology

- 5.1 Intruder Alarm 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.
- 5.2 The Client shall comply the Third Party Vendor Terms in respect of its use of the MSP Software and the Appliances.
- 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 Contract, the Third Party Vendor Terms shall prevail.
- 5.4 The Client shall, at all times during and after the termination or expiry of the Contract, 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 C - Third Party Vendor Terms for MINA Technology

DEFINITIONS

"Territory" means, unless otherwise specified in the applicable Statement of Work, the United Kingdom;

"Products" means (i) the Appliances; and (ii) the MSP Software.

1. LICENSE GRANT AND RESTRICTIONS.

1.1 **Software License Grant.** Subject to the terms and conditions of these Third Party Vendor Terms, NCC Group grants to the Client a nonexclusive license to (i) use the MSP Software solely as part of the Appliances with which the MSP Software is delivered, or (ii) in accordance with the published specifications. The MSP Software is solely for Client's internal business purposes unless otherwise agreed to with NCC Group in a separate written agreement. All other rights in the MSP Software are expressly reserved by NCC Group or its third party licensor.

1.2 **License Restrictions.** The Client shall maintain the Products in strict confidence and shall not: sell, resell, distribute, transfer, publish, disclose, rent, lend, lease or sublicense the Products, or make the functionality of the Products available to any other party (excluding contractors or other third party providing IT services to the Client) through any means (unless otherwise permitted in writing by NCC Group and/or its licensor as expressly agreed to in a separate agreement), including, without, limitation, by uploading the MPS Software to a network or file-sharing service or through any hosting, application services provider, service bureau or other type of services; (b) modify, translate or create derivative works based on the MSP Software, in whole or in part, or permit or authorize a third party to do so; (c) disassemble, decompile, reverse compile, reverse engineer or otherwise attempt to derive the source code of the MSP Software, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by applicable law in the jurisdiction of use notwithstanding this prohibition; (d) disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that the Client runs (or has run on its behalf by a third party) on the Products; (e) duplicate the MSP Software.

1.3 **Affiliates.** If the Client purchases the Services for use by any Client Affiliate, the Client shall: (a) provide each such Affiliate with a copy of these Third Party Vendor Terms; (b) ensure that each such Affiliate complies with the terms and conditions therein; and (c) be responsible for any breach of these terms and conditions by any such Affiliate.

1.4 The Client acknowledges that, in the course of exercising its rights and performing its duties under the Contract, it may obtain information relating to Products, to the third party licensor of the Products and to the market which is of a confidential and proprietary nature. Such proprietary information includes, but is not limited to, trade secrets, know-how, inventions, techniques, processes, programs, schematics, software source documents, data, customer lists, financial information and sales and marketing plans ("Licensor Proprietary Information"). NCC Group's third party licensor owns and intends to maintain its ownership of all such Licensor Proprietary Information. The Client shall at all times, both during the term of the Contract and thereafter, maintain in the strictest confidence and trust all such Licensor Proprietary Information, and shall not use such Licensor Proprietary Information other than in the course of its rights and duties under this Agreement, nor shall the Client disclose any of such Licensor Proprietary Information to any third party without the written consent of NCC Group.

2. OWNERSHIP.

The MSP Software is licensed, not sold. NCC Group and its suppliers, as applicable, retain all right, title, interest and ownership of the MSP Software, including copyrights, patents, trade secret rights, trademarks and any other intellectual property rights therein. The Client shall not delete or in any manner alter the copyright, trademark, or other proprietary rights notices or markings that appear on the MSP Software or related documentation as delivered to the Client. To the extent you provide any suggestions or comments related to the Products to NCC Group, NCC Group shall have the right to pass such suggestions and comments to its licensors, for them to retain and use any such suggestions or comments in current or future products or services, without the Client's approval or further compensation to the Client.

3. TERM; TERMINATION; AND EFFECT OF TERMINATION.

The Client's rights under these Third Party Vendor Terms will terminate immediately without notice from NCC Group if the Client fails to comply with or breaches any provision of these Third Party Vendor Terms. Upon such termination, and/or upon termination or earlier expiry of the Contract, the Client shall destroy all copies of the MSP Software and documentation and cease to use all Products.

4. INDEMNIFICATION.

4.1 **Indemnification and Procedure.** NCC Group will defend, at its expense, any third-party action or suit brought against the Client alleging that any Product provided to the Client hereunder infringes or misappropriates the third party's patent, copyright, trademark, or trade secret (a "Claim"), and NCC Group will pay any damages awarded in final judgment against the Client or agreed to in settlement by NCC Group that are attributable to any such Claim; provided that the Client: (i) promptly notifies NCC Group in writing of the Claim; (ii) gives NCC Group sole control of the defense and settlement of the Claim; and (iii) gives NCC Group, at NCC Group's expense, all information and assistance reasonably requested for the defense and settlement of the Claim. NCC Group will not be bound by any settlement or compromise that the Client enters into without NCC Group's prior written consent.

4.2 **Remedy.** If the Product becomes, or in NCC Group's or its licensor's opinion is likely to become, the subject of a Claim, then NCC Group may, at its sole option and expense: (i) procure for the Client the right to continue using the Product; (ii) replace or modify the Product to avoid the Claim; or (iii) if options (i) and (ii) cannot be accomplished despite NCC Group's reasonable efforts, then NCC Group may accept return of the Product from the Client and refund to the Client the pro-rata portion of any prepaid Annual Fees that is attributable to the MNIA Services.

5. GENERAL.

5.1 **Compliance with Laws; Export Control.** The Client shall be solely responsible for its compliance with, and agrees to comply with, all applicable laws in connection with its use of the Products. The Client further agrees that it will not engage in any illegal activity in any relevant jurisdiction, and acknowledges that NCC Group reserves the right to notify its customers or appropriate law enforcement in the event of such illegal activity. The Client agrees to comply fully with the U.S. Export Administration Regulations, and any other export laws, restrictions, and regulations to ensure that the Products and any technical data related thereto is not exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by such laws and regulations.

5.2 **Open Source Software.** The Products may contain or be provided with components subject to the terms and conditions of open source software licenses ("Open Source Software").(or sublicensed) to the user under the GNU General Public License, Version 2, of June 1991 ("GPL") or GNU Lesser General Public License, Version 2.1, of February 1999 ("LGPL") or other open source software licenses which, among other rights, permit the user to use, copy, modify and redistribute modules, or portions thereof, and may also require attribution disclosures and access to the source code. The GPL requires that for any Open Source Software covered under the GPL, which is distributed to someone in an executable binary format that the source code also be made available to those users. For any Open Source Software covered under the GPL, the source code is made available by mailing oss-legal@thinkst.com. All open source software modules are licensed free of charge. There is no warranty for these modules, to the extent permitted by applicable law. The copyright holders provide these software modules "AS-IS" without warranty of any kind, either expressed or implied. In no event will the copyright holder for the open source software be liable to you for damages, including any special, incidental or consequential damages arising out of the use or inability to use the software modules, even if such holder has been advised of the possibility of such damages. A full copy of the applicable license can be provided upon request.

5.3 **Survival.** These Third Party Vendor Terms shall survive termination or expiry of the Contract.