

NCC GROUP TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

Services Module (Cyber Threat Management - CTM)

1 Contract Structure and Interpretation

- 1.1 This Services Module sets out the terms and conditions applicable to Cyber Threat Management Services, and is to be read in conjunction with NCC Group's General Terms and Conditions.
- 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 herein.

2 Definitions:

"Cyber Threat Management Services" means the process of assessing the System for malicious traffic using (i) network detection technology, (ii) proprietary threat intelligence and (iii) remote analyst reviews, triage & investigation of threats; together with, where relevant, related services and options detailed in the relevant Statement of Works;

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

"Onboarding Form" in relation to the Cyber Threat Management Services means either the 'Preparing for Network and Host Assessments' form, a 'Managed Services Onboarding' form or such other onboarding form provided by NCC Group and to be completed by the Client in advance of commencement of the Services requesting pre-Service information from the Client;

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

"Service Levels" where stated to be applicable in the relevant Statement of Works or Service Description, means the service levels which shall apply to the Services as contained in the relevant SLA;

"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

"SLA" where stated to be applicable in the relevant Statement of Works or Service Description, means the service level agreement containing the Service Levels which shall apply to the Services;

"SOC" means the security operations centre operated by NCC Group (or its Affiliates); and

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

"Working Day" means a period of 8 hours on any day other than a Saturday, a Sunday or any day which is a bank holiday in England and Wales.

3 Client's Duties

- 3.1 The Client agrees:
 - 3.1.1 to arrange a mutually convenient time and date with NCC Group for the performance of the Cyber Threat Management Services to start and the duration of such Services;
 - 3.1.2 to (before the Start Date) obtain all consents required from its ISP and any third party suppliers of the System together with such other consents required for the Cyber Threat Management Services to be carried out and, when requested by NCC Group, to provide written evidence of such consents and if relevant to notify relevant employees that the Cyber Threat Management Services are to be carried out and that they may be monitored;
 - 3.1.3 for the duration of the Cyber Threat Management Services, 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 System and any other applicable systems to act as liaison between the Client and NCC Group;
 - 3.1.4 at all times to co-operate with NCC Group and to provide NCC Group promptly with such information about the Systems, network, premises, equipment, data structures, protocols, software, hardware and firmware as is reasonably required by NCC Group;
 - 3.1.5 to (before the Start Date) complete and return to NCC Group the Onboarding Form;
 - 3.1.6 not to use the NCC Equipment for any purpose other than for the Cyber Threat Management Services;

- 3.1.7 the risk of damage to or loss of the NCC Equipment will pass on delivery;
- 3.1.8 that in connection with the NCC Equipment provided by NCC Group in relation to the Cyber Threat Management Services, the Client shall:
 - 3.1.8.1 (unless otherwise agreed as part of the Onboarding Form that NCC Group shall install and configure the NCC Equipment) to install and configure the NCC Equipment to the System to enable the NCC Group VPN to be able to: (i) connect to the System; and (ii) 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;
 - 3.1.8.2 ensure that the NCC Equipment remains at the Site and the Client shall not be permitted to relocate the NCC Equipment without the prior written consent of NCC Group;
 - 3.1.8.3 ensure that the NCC Equipment is kept in a fire-suppressed, secure location;
 - 3.1.8.4 be responsible for any damage to or loss of the NCC Equipment from the point of deemed delivery of the NCC Equipment to the Client until the return (including while in transit to NCC Group) of the NCC Equipment to a location requested by NCC Group in writing. The Client shall ensure that it has appropriate levels of insurance in place for any damage to or loss of the NCC Equipment. For the avoidance of doubt, delivery shall be deemed to have occurred when the NCC Equipment arrives at the Site or otherwise agreed in writing or at the time of collection by or on behalf of the Client. The risk of damage to or loss of the NCC Equipment will pass on delivery;
 - 3.1.8.5 not use the NCC Equipment in way other than as permitted under the Contract and as expressly directed by NCC Group and the manufacture user manuals;
 - 3.1.8.6 not void any applicable manufacturer warranties;
 - 3.1.8.7 notify NCC Group in writing of any fault or damage to the NCC Equipment within not more than 5 working days of deemed delivery and in the event of any such fault or damage the Client shall (where agreed with NCC Group) return the NCC Equipment to NCC Group or make the NCC Equipment available for collection and/or inspection;
 - 3.1.8.8 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. The NCC Equipment shall be deemed to have been returned to NCC Group when the NCC Equipment arrives at the location specified by NCC Group in writing or at the time of collection by NCC Group;
 - 3.1.8.9 (without prejudice to clauses 3.1.10) allow NCC Group and/or its appointed contractors to (on reasonable notice during normal working hours) attend the premises where the NCC Equipment is or may be stored to repair, recover, replace or inspect the condition of the NCC Equipment;
 - 3.1.8.10 be responsible for safe custody of all data (including without limitation all Personal Data) collected and retained by the NCC Equipment whilst it is on the Site and during transit from the Site to NCC Group until deemed return;
 - 3.1.8.11 following receipt of the final Cyber Threat Management Services report from NCC Group, (at the Client's cost and risk) within not more than 10 Working Days, return by reputable courier the NCC Equipment to the location specified in writing by NCC Group or (with NCC Group's prior written agreement) make the NCC Equipment available at the Site for collection by NCC Group (or its appointed agents); and
 - 3.1.8.12 without prejudice to NCC Group's rights at clause 4.1.10, promptly within not more than 10 Working Days of request from NCC Group confirm in writing whether the data captured and stored within the NCC Equipment as part of the Cyber Threat Management Services is required to be returned to the Client by NCC Group or permanently erased. The Client acknowledges and agrees that the data may be erased if the Client fails to confirm;
 - 3.1.8.13 permit NCC Group to retain information or data resulting from the Cyber Threat Management Services to the extent that it reasonably requires it to improve its threat detection services generally;
 - 3.1.8.14 to take such measures to ensure that the network traffic does not exceed (1) Gb/s or such other level as stated in the relevant Statement of Works and 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 save where the Client and the NCC Group have agreed otherwise in writing.
- 3.1.9 to permit NCC Group (and/or its appointed agents and contractors) to work on and/or remove NCC Equipment which is compromised or which NCC Group believes to be compromised and/or to retrieve the NCC Equipment where the Client fails to comply with clause 3.1.8.9;

- 3.1.10 to give NCC Group during normal working hours (as reasonably required for the purposes of performing the Cyber Threat Management Services) relevant information and appropriate log files relating to the infrastructure to be monitored; and
 - 3.1.11 to assume all liability and shall 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 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 awarded against or agreed to be paid or otherwise suffered, incurred or sustained by NCC Group directly or indirectly as a result of the provision of the Services save to the extent that any such claims, losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group's breach of the Contract.
- 3.2 NCC Group grants to Client during the Term a non-exclusive, revocable, non-transferable licence to use the NCC Equipment, solely in relation to the System and/or the Services and in accordance with the manufacturer instructions and as otherwise expressly instructed by NCC Group.
- 3.3 The NCC Equipment shall at all times be and remain NCC Group's exclusive property, and shall be held by the Client in safe custody 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.
- 3.4 The Client shall be responsible for obtaining and at all times maintaining in full force, until NCC Group acknowledges in writing safe receipt of the NCC Equipment back into its possession, adequate insurance cover in respect of any and all loss of and/or damage to the NCC Equipment, such insurance to be, as a minimum, to the full replacement value of the NCC Equipment.
- 3.5 Client hereby grants NCC Group and its agents and employees an irrevocable licence at any time on reasonable notice to enter any premises where the NCC Equipment is or may be stored in order to inspect it or recover it. Client acknowledges and agrees that upon expiration or termination of this Contract, Client shall be responsible for returning the NCC Equipment to NCC Group at its expense within 10 Working Days of the Services ceasing (the "**Return Period**"). If NCC Group does not receive the NCC Equipment:
- 3.5.1 within the Return Period;
 - 3.5.2 in good cosmetic condition;
 - 3.5.3 in good working order as determined by NCC Group in its reasonable opinion, taking into consideration fair wear and tear; and
 - 3.5.4 with any warranty sticker still intact and untampered with,
- then the Client shall be liable to pay to NCC Group the then current full retail price of the NCC Equipment as at the end of the Return Period.
- 3.6 Upon return of the NCC Equipment to NCC Group, risk in the NCC Equipment shall not pass to NCC Group until NCC Group has issued written signed acknowledgement of receipt of the NCC Equipment. 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.
- 3.7 The Client agrees to provide remote access to all NCC Equipment as necessary for the provision of the Services and for support purposes including at the end of the Services to enable NCC Group to remotely erase any Client information from the NCC Equipment. The Client understands that failure to do this may result in extended response times and delays in the provision of the Services that may fall outside of any applicable SLA.

4 NCC Group's Duties

- 4.1 NCC Group shall:
- 4.1.1 before the Start Date deliver the NCC Equipment to the Site specified within the Onboarding Form (unless otherwise agreed with the Client that the NCC Equipment will be collected from the NCC Group site by the Client, in which case it shall make the same available for collection by the Client from the NCC Group site); the Client acknowledges that:
 - 4.1.1.1 any delivery dates given by NCC Group are estimates only;
 - 4.1.1.2 if the Client fails to take delivery of the NCC Equipment, NCC Group may (i) arrange for the return of the NCC Equipment back to the NCC Group site and for the 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; and
 - 4.1.1.3 NCC Group shall be entitled to charge the Client for all costs and expenses incurred for delivery, return and storage of the NCC Equipment ;
 - 4.1.2 grant the Client a non-exclusive, non-transferrable, revocable licence to install and configure the NCC Equipment to the System and where agreed with the Client provide reasonable support (which shall not

- exceed in aggregate 1 Working Day for the configuration and installation of the NCC Equipment to the System);
- 4.1.3 subject to the NCC Equipment being correctly installed and configured, connect the NCC Group VPN to the System to receive alerts generated by the NCC Group intelligence feed;
 - 4.1.4 subject to the terms of this Contract, provide the Services in accordance with the relevant Statement of Works and Service Description and where the Statement of Works states that the Cyber Threat Management Services will include monitoring services, use reasonable endeavours to monitor the System in accordance with the relevant Service Description and in the event of an alert of malicious activity, provide the Client with an initial triage and advice on recommended corrective action as stated in the applicable SLA;
 - 4.1.5 not (and the Client acknowledges and agrees that NCC Group shall not) be responsible for any failure or inability to identify or raise an alert of malicious activity or threats due to (without limitation):
 - 4.1.5.1 any failure, disruption and/or error in the System;
 - 4.1.5.2 the installation or configuration of the NCC Equipment to the System by the Client;
 - 4.1.5.3 ISP failures or disruptions;
 - 4.1.5.4 an error or fault with the NCC Equipment other than where such error or fault can reasonably be attributed to an inherent failure or inherent error in the NCC Equipment;
 - 4.1.5.5 any period of suspension of the Cyber Threat Management Services in accordance with clause 4.1.8;
 - 4.1.5.6 as otherwise stated in the relevant Service Description.
 - 4.1.6 notify the Client if any threat or malicious activity is detected in accordance with the reporting mechanism agreed with the Client in the Onboarding Form and in line with the Service Description for Cyber Threat Management Services;
 - 4.1.7 not be responsible for any loss, destruction or unlawful disclosure of any data captured and stored within the NCC Equipment (i) while it is at the Site and (ii) during such period of transit from the Site to NCC Group;
 - 4.1.8 (subject to clause 4.1.9) 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 in accordance with clause 3.1.8.7 of any fault or damage to the NCC Equipment. The Cyber Threat Management Services shall be suspended from the date confirmed in writing by NCC Group and shall resume once the replacement NCC Equipment has been installed and configured, enabling the NCC Group VPN to reconnect with the System. An extension of the Cyber Threat Management Services commensurate to the suspension period shall be agreed;
 - 4.1.9 not be required to repair or replace faulty or damaged NCC Equipment if:
 - 4.1.9.1 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);
 - 4.1.9.2 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;
 - 4.1.9.3 the Client (or its appointed agent or contractor) has incorrectly installed the NCC Equipment to the System;
 - 4.1.9.4 the Client fails to notify NCC Group of any loss or damage to the NCC Equipment within the timescales required under clause 3.1.8.7;
 - 4.1.9.5 the manufacturer deems that the warranty has been voided;
 - 4.1.9.6 the Client makes further use of the NCC Equipment after discovering any fault or damage; or
 - 4.1.9.7 NCC Group (acting reasonably) determines that the fault or damage to the NCC Equipment is negligible and does not impact the delivery of the Cyber Threat Management Services,

and in such circumstances the Client may request that the NCC Group replaces the NCC Equipment (to be charged to the Client at full retail cost plus reasonably incurred fees for such replacement) within 10 Working Days of receipt of such notice; and
 - 4.1.10 return or permanently erase (as instructed by the Client in writing) the data captured and stored within the NCC Equipment as part of the Cyber Threat Management Services at any time after issuing the final Cyber Threat Management Services report to the Client. If the Client fails to confirm within 10 Working Days of request from NCC Group as to whether the data is to be returned to the Client or deleted, NCC Group shall be permitted to permanently erase the data without any liability to the Client;

5 Fees and payment

- 5.1 All payments due under this Contract for the Cyber Threat Management Services shall become due immediately upon termination of this Contract despite any other provision herein. 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.
- 5.2 NCC Group shall be entitled to review and vary its Fees for Cyber Threat Management Services under this Contract from time to time but no more than once a year and only upon 45 days' written notice to the Client and shall be permitted to charge the Client additional fees should additional work not listed within the Statement of Works/Onboarding Form become necessary.
- 5.3 The Fees do not include expenses for travel to a Site, hard disks where these are retained by a Client and support to the extent that it exceeds an aggregate one (1) Working Day as per clause 4.1.2 (which NCC Group reserves the right to charge for) and all prices quoted exclude VAT unless otherwise stated and VAT shall, where applicable be payable in addition.
- 5.4 The parties agree that any Fees paid or payable in relation to Cyber Threat Management Services are non-refundable. Accordingly if the Contract is terminated or the Cyber Threat Management Services are cancelled, NCC Group will be entitled to retain such Fees (and be paid for all amounts that are as at that date invoiced but unpaid) and no refunds or credits will be given save where the Contract is terminated due to the breach of this Contract by NCC Group, in which case NCC Group shall retain only those Fees which relate to Services performed prior to the date of termination.

6 Cancellation and Rescheduling

- 6.1 The Services provided under this Services Module are subject to a Cancellation Fee for short term cancellation or rescheduling as described in the General Terms and Conditions.
- 6.2 The relevant percentages and time periods as referred to in the General Terms and Conditions are as follows:
 - 6.2.1 cancellation request 8-21 days before the Start Date: 50% of the Scheduled Days Cost;
 - 6.2.2 rescheduling request 8-14 days before the Start Date with firm re-booking date: 50% of the Scheduled Days Cost; and
 - 6.2.3 cancellation or rescheduling request within 7 days of the Start Date: 100% of the Scheduled Days Cost.

7 Liability

- 7.1 NCC shall not be liable for any:
 - 7.1.1 loss of or damage to the Client's, its agents' and/or its subcontractors' property caused directly or indirectly by the NCC Equipment, save to such extent such loss or damage is caused by the installation of the NCC Equipment by NCC Group; or
 - 7.1.2 disruption to the System or any loss of or corruption to any data and/or software during the period of Cyber Threat Management Services.