

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

Services Module (Phishing Services)

1 Contract Structure and Interpretation

- 1.1 This Services Module sets out the terms and conditions applicable to phishing services, and is to be read in conjunction with NCC Group's General Terms and Conditions.
- 1.2 NCC Group's General Terms and Conditions apply to this Service Module.
- 1.3 Capitalised terms in this Services Module shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise herein.

2 Definitions:

"Phishing Portal Services" means the provision of NCC Group's web based facility known as Piranha through which the Client uses a phishing attack simulation tool to send emails simulating a phishing attack to its employees and view certain data in respect of such simulated attack;

"Phishing Portal" refers to the Piranha portal; and

"Year" means each successive period of 12 months during the Term.

3 Client's Duties:

- 3.1 The Client agrees:
 - 3.1.1 to ensure at least one employee shall act as liaison between the Client and NCC Group and shall respond promptly to queries and requests for information;
 - 3.1.2 to use the Phishing Portal Services for lawful purposes only and in accordance with all applicable laws and having ensured that the Client has all necessary consents, authorisations or permissions;
 - 3.1.3 that ownership of all Intellectual Property Rights in the Phishing Portal remains with NCC Group;
 - 3.1.4 that nothing in the Contract will operate to transfer to the Client or to grant to the Client any licence or other right to use the Phishing Portal except to the extent necessary to enjoy the benefit of the Phishing Portal Services envisaged under the Contract and in compliance with NCC Group's acceptable use policy in respect of the Phishing Portal in force from time to time. NCC Group may at its absolute discretion suspend the Client's access to the Phishing Portal at any time if the Client uses the Phishing Portal in breach of the Contract or the acceptable use policy;
 - 3.1.5 to grant to NCC Group a non-exclusive, royalty free, licence to use such Intellectual Property Rights solely to the extent necessary to perform the Phishing Portal Services;
 - 3.1.6 to ensure that its access credentials for the Phishing 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 Phishing Portal and will immediately notify NCC Group if it becomes aware of any such access;
 - 3.1.7 not to exceed any maximum usage levels set out in the Statement of Works or otherwise agreed in writing between Client and NCC Group from time to time;
 - 3.1.8 to input only the work email addresses of Client's own employees into the Phishing Portal and to ensure that all addresses are accurate; and
 - 3.1.9 to assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their respective officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims, losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of any breach by the Client of this clause 3 or the provision of the Phishing Portal Services, save to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group's breach of the Contract.

4 NCC Group's Duties

- 4.1 NCC Group will use reasonable efforts to ensure the Phishing Portal Services are provided without any interruptions and that any information provided by NCC Group as part of such Services is accurate and up to date. However, the Client may experience disruptions or receive inaccurate information due to circumstances beyond NCC Group's control for which, subject to clause **Error! Reference source not found.** below, NCC Group shall not be liable, for example a lack of availability of the backbone internet infrastructure in the UK or other locations. NCC Group (and its suppliers) may also need to perform maintenance of its own hardware and software, which may interrupt the Services. However, NCC Group will endeavour to execute such essential maintenance with the minimum of disruption to the Services.

5 Termination

- 5.1 Without prejudice to the rights of termination set out in the General Terms and Conditions, and subject to clause 7.2 of this Service Module:
- 5.1.1 the Client may terminate the provision of Phishing Portal Services on not less than 30 days' notice; and
- 5.1.2 NCC Group may terminate the Phishing Portal Services on not less than 30 days' notice, such notice to expire on an anniversary of the Start Date of the Phishing Portal Services.

6 Fees and Payment

- 6.1 The Fees as at the date of the Contract will be as set out in the Statement of Works. The Fees for Phishing Portal Services for the second and any subsequent Year of Phishing Portal Services will be notified by NCC Group to the Client in writing not less than 30 days prior to commencement of the relevant Year. Any additional expenses shall be agreed in advance and shall be reimbursed by the Client.

7 Cancellation and Rescheduling

- 7.1 The Services provided under this Services Module cannot be cancelled or rescheduled once a Start Date has been confirmed.
- 7.2 Other than where terminated by NCC Group pursuant to clause 5.1.2 of this Service Module, the parties agree that any Fees paid or payable in relation to the Phishing Portal Services are non-refundable. Accordingly if the Contract is terminated or the Phishing Portal Services are otherwise cancelled, NCC Group will be entitled to retain such Fees (and be paid all outstanding invoices) and no refunds or credits will be given.
-