

## NCC GROUP SERVICE MODULE

### CONTINUOUS PENETRATION TESTING SERVICES

#### 1 Agreement Structure and Interpretation

- 1.1 This Service Module sets out the terms and conditions applicable to continuous penetration testing (CPT) services, and is to be read in conjunction with the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable, unless stated otherwise.
- 1.2 Clauses 1 to 9 of this Service Module apply to all CPT Services. The Schedule(s) attached to this Service Module set out additional terms and conditions that are applicable to the relevant CPT Service Offerings.
- 1.3 To the extent that there is any conflict between (i) Clauses 1-9 of this Service Module and (ii) a Schedule to this Service Module, the relevant Schedule shall take precedence in respect of the CPT Service Offering to which it relates.
- 1.4 Clauses 1 to 9 of this Service Module apply to all CPT Services. The Annex(es) attached to this Service Module set out additional terms and conditions that are applicable to the relevant MSP Software.
- 1.5 To the extent that there is any conflict between (i) Clauses 1-9 of this Service Module and (ii) an Annex to this Service Module, the relevant Annex shall take precedence in respect of the MSP Software to which it relates.

#### 2 Definitions:

**“Continuous Automated Orchestration Services”** means the process of continuous automated orchestration of development tickets within the Relevant Systems as detailed in the Statement of Work and/or Service Description;

**“Contract Year”** means each successive period of 12 (twelve) months from the Service Start Date during which the CPT Services are to be provided;

**“CPT Portal”** means the cyber services portal or such other portal made available for access by the Client as part of the CPT Services, for the purposes of integration, vulnerability finding and categorization, dashboard trending, providing Reports, secure communications, information exchange, incident management (ticket and incident data), and real time performance metrics (as applicable);

**“CPT Services”** means the portfolio of continuous offensive security services to be delivered by NCC Group as described in the relevant Statement of Work and/or Service Description, both of which are the subject of the Agreement;

**“CPT Service Offering”** means an individual service offering which forms part of the CPT Services including, without limitation, Continuous Automated Orchestration Services and Security Testing Services;

**“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;

**“MSP Software”** means any software or platform (including any derivatives of such software or platform) 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 Work;

**“ISP”** means Internet Service Provider;

**“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;

**“Security Testing”** means the process of testing the System as described in the Statement of Work and/or as otherwise agreed in writing by the parties and **“Security Tested”** shall be construed accordingly;

**“Relevant Systems”** means the systems, networks, or software which the Client requires to be monitored, validated and/or tested (as applicable) as part of the CPT Services, together with any software, systems, networks, data structures, protocols, and firmware linked to the same and data passing across or contained in any of the foregoing;

**“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 detailed within the relevant Statement of Work, in an Annex to this Service Module or as is otherwise made available to the Client; and

**“Working Day”** means any day other than a Saturday, a Sunday or any day which is a bank holiday in the country (or countries) specified in the Statement of Work.

#### 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;

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- 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 CPT Services
- 3.1.3 without prejudice to clause 3.1.2:
  - 3.1.3.1 to obtain, prior to the Service 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 CPT 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 Service Start Date, to notify relevant employees that the CPT 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 CPT Services;
  - 3.1.3.4 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 Relevant Systems and any other applicable systems, who shall act as liaison between the Client and NCC Group;
  - 3.1.3.5 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 Agreement, the remainder of the Agreement shall take precedence.
- 3.1.4 that it is a condition of the Agreement that, where applicable, it shall, and shall procure that its employees, representatives and any other users, shall comply with any Third Party Vendor Terms;
- 3.1.5 that it shall properly and fully back-up all Client Data and copies of all computer programs and Client Data which are held immediately prior to commencement of the CPT Services, and which may be affected by the provision of the CPT Services and, where appropriate, regularly perform backups during the performance of the CPT Services, to enable straightforward recovery and/or reinstatement of any and all Client Data and/or computer programs lost or damaged (whether in whole or part) through provision of the CPT Services;
- 3.1.6 to assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of the provision of the CPT Services, except to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group's breach of the Agreement;
- 3.1.7 to ensure at least one employee who shall have substantial experience and knowledge of the System and will act as liaison between the Client and NCC Group, responding promptly to any queries or requests for information;
- 3.1.8 to ensure that, where the CPT Services is taking place on the Client's premises, such premises are safe. The Client will indemnify, keep indemnified and hold harmless NCC Group in full and on demand from and against all liabilities, losses, damages, claims, proceedings and legal costs, judgments and costs (including costs of enforcement) and expenses (in each case whether direct, indirect or consequential) which NCC Group (or its Affiliates) incurs or suffers arising out of or in connection with any claim or action against NCC Group for death and/or personal injury arising out of the Client's failure to provide safe premises;
- 3.1.9 that, by signing the Authorisation Form, the Client consents, for itself and on behalf of all its Affiliates, to NCC Group (or its Affiliates) performing the Security Testing Services and confirms that it has procured, where necessary, the consent of all its (and its Affiliates') third party service providers (including ISPs), third party software vendors and equipment owners, employees, agents and sub-contractors for NCC Group (or its Affiliates) to carry out the Security Testing Services. Such consent includes authorisation for the purposes of any applicable legislation, including: Part 10.7 of the Criminal Code Act 1995 (Cth), and Part 2 of the Computer Misuse Act 1993, that NCC Group, its Affiliates and its and their employees (including, but not limited to, the NCC Group Personnel), agents and sub-contractors may perform Security Testing Services which may:
  - 3.1.9.1 impair the operation of the Relevant System;
  - 3.1.9.2 hinder access to the Relevant System; and
  - 3.1.9.3 impair the operation of any program and/or the reliability of any Client Data relating to the Relevant System;
- 3.1.10 that, whilst NCC Group will use reasonable endeavours to avoid disruption of the Client's network, disruption to the Relevant Systems and/or possible loss of or corruption to Client Data and/or software may occur, and the Client agrees to make back-ups pursuant to clause 3.1.5;
- 3.1.11 that, where NCC Group (or its Affiliates) supplies any software and/or hardware as part of the Security Testing Services, Client shall only use such software and/or hardware for lawful purposes, solely to the extent

necessary to receive the benefit of the Security Testing Services and in accordance with any applicable licence terms and NCC Group's (or its Affiliates') instructions provided from time to time; and

#### **4 NCC Group Duties**

- 4.1 NCC Group will use commercially reasonable efforts to make the CPT Services available at the agreed frequency without any interruptions.
- 4.2 From time to time, the Client may experience disruption or receive inaccurate information due to circumstances beyond NCC Group's control for which, subject to the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable, 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 and the MSP Software owner may also need to perform maintenance of its own hardware and software, which may interrupt provision of the CPT Services. NCC Group will:
  - 4.2.1 execute such maintenance with the minimum of disruption to the CPT Services where reasonably possible;
  - 4.2.2 request that the MSP Software owner executes such maintenance with the minimum of disruption to the CPT Services where reasonably possible; and
  - 4.2.3 where reasonably practicable, provide prior notice to the Client.

#### **5 Fees and Payment**

- 5.1 Fees for the CPT Services are payable annually in advance of each Contract Year. NCC Group will invoice the Client for the first such payment upon signature of the applicable Statement of Work and subsequent invoices will be raised upon each anniversary thereof during the Service Term.
- 5.2 Fees for the CPT Services are payable as set out in the Statement of Work. NCC Group shall be entitled to revise the Fees for the CPT Services at the end of each Contract Year by giving the Client written notice of such change not less than 30 (thirty) days prior to the end of that Contract Year.

#### **6 Cancellation and Termination**

- 6.1 The Client acknowledges and agrees that the CPT Services cannot be cancelled and that the Fees paid or payable in relation to the CPT Services are non-refundable. Accordingly, if the Agreement is terminated or the CPT Services are otherwise cancelled:
  - 6.1.1 NCC Group will be entitled to retain all Fees paid (and to be paid all outstanding invoices) and no refunds or credits will be given; and
  - 6.1.2 the Client will immediately pay any unpaid Fees that would have been payable in respect of the remainder of the Service Term following the effective date of termination but for such termination.
- 6.2 The CPT Services cannot be postponed by the Client beyond the Service Start Date save by mutual agreement in accordance with the Change Control Procedure set out in clause 7 below, and subject to the payment of any additional Fees payable thereunder.

#### **7 Change Control Procedure**

- 7.1 A change to the Agreement, Services and/or Deliverables (a "Change") will not be effective unless agreed and documented by the Parties in accordance with this clause 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 CPT Services, the Deliverables, the Fees and the Agreement.
- 7.4 Where a written request for a Change is received from the Client, NCC Group shall submit a change note ("Change Control Note") within ten (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 five (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; or

- 7.5.4 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 Agreement to the extent specified in such Change Control Note.

## **8 CPT Portal**

- 8.1 NCC Group grants to the Client during the Service Term a non-exclusive, royalty free, licence to access and use the CPT Portal solely to the extent necessary to receive the CPT 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 CPT Portal remains with NCC Group and nothing in the Agreement will operate to transfer to the Client or to grant to the Client any other licence or right to use the CPT Portal.
- 8.3 NCC Group may at its absolute discretion suspend the Client's access to the CPT Portal at any time if the Client uses the CPT Portal in breach of the Agreement or the applicable acceptable use policy.
- 8.4 The Client shall:
- 8.4.1 ensure that its access credentials for the CPT 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 CPT Portal and will immediately notify NCC Group if it becomes aware of any such access;
- 8.4.1 identify the individual(s) who will be the authorised user(s) of the CPT Portal in the Statement of Work or as otherwise agreed in writing; and
- 8.4.1 where applicable, if NCC Group (or its Affiliates) requires any of the Client's Intellectual Property Rights to be used in connection with the CPT Portal, grant to the NCC Group of Companies a non-exclusive, royalty free licence to use such Intellectual Property Rights solely for the purposes of providing the CPT Services.

## **9 Liability**

- 9.1 NCC Group shall not be liable for any:
- 9.1.1 disruption to the Relevant Systems or any loss of or corruption to any data and/or software during the period of the CPT Services; or
- 9.1.2 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 CPT Portal as a result of the Client's breach of clause 8.4.1 of this Service Module.
- 9.2 The Client accepts and acknowledges that the CPT 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 CPT 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 NCC Group Personnel will not be legally qualified. As such, the Client accepts and acknowledges that, while NCC Group and its Personnel may give opinions and recommendations based on its industry experience and expertise, the CPT 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**

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 Security Testing 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 Agreement unless it is required to do so by law.

## Schedule 1 SECURITY TESTING SERVICES

### 1 Agreement Structure and Interpretation

- 1.1 This Schedule 1 sets out the additional terms and conditions applicable to Security Testing Services is to be read in conjunction with the remainder of this Service Module. Capitalised terms in this Schedule shall have the same meaning ascribed to them in the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable, unless stated otherwise.
- 1.2 To the extent that there is any conflict between (i) Clauses 1-10 of this Service Module and (ii) this Schedule 1, Schedule 1 shall take precedence in respect of the Security Testing Services to which it relates.

### 2 Definitions

**“Scheduled Days Costs”** means Fees that correspond to the days scheduled by NCC Group for provision of the Security Testing Services or the relevant Service Portion (as applicable);

**“Security Testing”** means the process of testing the System as described in the relevant Statement of Work and/or as otherwise agreed in writing by the Parties and **“Security Tested”** shall be construed accordingly;

**“Service Portion”** means a phase, subproject, or similar portion of the total Security Testing Services as described in the Statement of Work or otherwise agreed between the Parties; and

**“System”** means the systems and networks which the Client requires to be security tested or security monitored and/or scanned as part of the Security Testing 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.

### 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 Security Testing Services and to inform its ISP of the date agreed with NCC Group;
- 3.1.2 to provide suitable working space for NCC Group Personnel if the Security Testing Services is to take place on the Client’s premises, including a desk, network access and, where necessary to perform the Security Testing Services, access to data centres, server rooms and/or switch rooms;
- 3.1.3 that should the Client require a laptop or personal mobile device to be Security Tested by NCC Group it will deliver the laptop and/or personal mobile device to the relevant NCC Group premises and collect it from those premises at its own risk and expense. NCC Group shall not be liable for any laptop or personal mobile device during transit to or from its offices;
- 3.1.4 to 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 Security Testing Services or should cease performing the Security Testing Services due to critical business processes (such as batch runs) or if any part of the System is business critical so that NCC Group may, if necessary, with the Client’s consent, modify its testing approach. Cancellation or rescheduling of the Security Testing Services pursuant to this clause 3.1.4 shall be subject to the provisions of clause 4 below; and
- 3.1.5 that notify NCC Group at least 3 (three) weeks before scheduling the Security Testing Services should any of the Systems be in multi-tenanted servers hosted by Rackspace Limited, Rackspace Inc or their respective Affiliates.

### 4 Cancellation and Rescheduling

- 4.1 The Client accepts and acknowledges that NCC Group allocates its Personnel weeks or months in advance and would suffer a loss should the Security Testing Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that it shall pay to NCC Group (as genuinely pre-estimated liquidated damages) the following amount to reflect the losses which NCC Group will incur in the event of such cancellation or rescheduling (the **“Cancellation Fee”**):
- 4.1.1 cancellation request 8-21 days before the Service Start Date: 50% of the Scheduled Days Costs;
- 4.1.2 rescheduling request 8-14 days before the Service Start Date with firm re-booking date: 50% of the Scheduled Days Costs; and
- 4.1.3 cancellation or rescheduling request within 7 days of the Service Start Date: 100% of the Scheduled Days Costs.



- 4.2 Charging of the Cancellation Fee is at NCC Group's discretion. NCC Group will use reasonable commercial efforts to re-deploy its Personnel to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy its Personnel, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 4.3 If the Client re-books the Security Testing Services for another date, the Fees for the Security Testing Services as re-booked will be payable in addition to any Cancellation Fee.

## Annex A Third Party Vendor Terms for MSP Software (applicable to Continuous Automated Orchestration Services)

### 1 Agreement Structure and Interpretation

- 1.1 This Annex A sets out the additional terms and conditions applicable to MSP Software and is to be read in conjunction with the remainder of this Service Module. Capitalised terms in this Annex shall have the same meaning ascribed to them in the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable, unless stated otherwise.
- 1.2 To the extent that there is any conflict between (i) Clauses 1-9 of this Service Module and (ii) this Annex A, Annex A shall take precedence in respect of the MSP Software to which it relates.

### 2 Definitions

**“Authorised Users”** means those employees, agents, independent contractors of the Client and/or the Client Group who are authorised by the Client to use the MSP Software;

**“Cytix”** means CYTIX LTD incorporated in and registered in England and Wales with company number 14043556 whose registered office is at 64 Cross Street, Manchester, England, M2 4JQ;

**“Cytix Platform”** means the Software-as-a-Service (SaaS) platform that analyses development tickets and generates custom test plans, together with any associated Documentation provided by NCC Group, as updated or amended by NCC Group from time to time;

**“Documentation”** means document(s) commonly referred to as the ‘Cytix Product Handbook’ made available to the Customer by NCC Group from time to time which sets out a description of the Cytix Platform and the user instructions for the Cytix Platform;

**“MSP Terms”** - means the terms in this Annex A between the Client and NCC Group that set out the minimum terms of use of the Product

**“Virus”** means any thing or device (including any software, code, file or programme) which may: (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); and/or (iii) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and

**“Vulnerability”** means any weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

### 3 NCC Group Duties

- 3.1 NCC Group does not warrant that:
  - 3.1.1 the Client's use of the CPT Services and/or the Cytix Platform will be uninterrupted or error-free;
  - 3.1.2 the CPT Services, and/or the information obtained by the Client through the CPT Services will meet the Client's requirements;
  - 3.1.3 the CPT Services will identify all Vulnerabilities, risky capabilities, or malicious code provided that NCC Group uses Good Industry Practices to mitigate the risk of Vulnerabilities; or
  - 3.1.4 the CPT Services will not create any malfunction of the Client's Systems, create any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed vulnerability report submissions due to system errors, failed, incomplete or distorted computer or other telecommunication transmission malfunctions of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the internet or at the site, or any combination thereof.
- 3.2 NCC Group is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 3.3 NCC Group reserves the right, in its absolute discretion, to modify the Cytix Platform and provision of its CPT Services from time to time, including by modifying or removing one or more of the product features. If NCC Group makes a material change to the Cytix Platform features, NCC Group shall notify Client by email or by posting a notice in the Cytix Platform.
- 3.4 NCC Group may at its absolute discretion suspend the Client's access to the Cytix Platform at any time if the Client uses the Cytix Platform in breach of the Agreement or the applicable acceptable use policy.

#### 4 Client Duties

##### 4.1 The Client shall:

- 4.1.1 be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its Relevant Systems to the Cytix Platform, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet;
- 4.1.2 ensure that all necessary access rights, credentials and permissions are obtained and maintained for the Service Term to enable NCC Group to deliver the CPT Services;
- 4.1.3 assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group (or NCC Group Member) and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or NCC Group Members) as a result of its breach of these MSP Terms, except to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group's breach of the Agreement;
- 4.1.4 not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Cytix Platform in any form or media or by any means;
- 4.1.5 not attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Cytix Platform;
- 4.1.6 not access all or any part of the Cytix Platform in order to build a product or service which competes with the Cytix Platform;
- 4.1.7 not make the Cytix Platform available to any third party or attempt to obtain, or assist third parties in obtaining, access to the Cytix Platform. In the event of any such unauthorized access or use the Client shall promptly notify NCC Group in writing;
- 4.1.8 introduce or permit the introduction of any Virus or Vulnerability into the Cytix Platform; and
- 4.1.9 Promptly, upon expiry or termination of the Agreement, remove, delete, uninstall or provide all assistance required to enable NCC Group to do such acts, the Cytix Platform access to the Relevant Systems.

- 4.2 The Client acknowledges and agrees that the Agreement is solely between NCC Group and the Client and that any claims made by the Client must not be made directly against Cytix. The Client shall assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group (or NCC Group Member) and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or NCC Group Members) as a result of its breach of this clause 4.2.

#### 5 Ownership

##### 5.1 The Client acknowledges and agrees that:

- 5.1.1 Cytix owns all Intellectual Property Rights in the Cytix Platform;
- 5.1.2 Except as expressly stated herein, this Agreement does not grant the Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Cytix Platform;
- 5.1.3 any Intellectual Property Rights related to the CPT Services, Cytix Platform and/or Documentation that arise from the Client's, the Client Group, or Authorised User's (as applicable) requests, suggestions, or ideas ("**Feedback**") will vest in NCC Group, including but not limited to user experience feature enhancement opportunities. The Client grants NCC Group a worldwide, perpetual, royalty-free licence to use, modify, and incorporate such Feedback into its products or services in any manner that NCC Group deems appropriate.

#### 6 Artificial Intelligence

- 6.1 The Client acknowledges and accepts that NCC Group, Cytix and/or its third party licensors may aggregate and anonymise Client Data, for the purpose of training and improving its artificial intelligence (AI) systems ("**AI Training Datasets**").
- 6.2 NCC Group shall ensure that any anonymisation is performed in accordance with Good Industry Practices to render the Client Data irreversibly non-identifiable.



- 6.3 The Client warrants that it has obtained all necessary rights, authorisations, and consents to permit such use of the AI Training Datasets under clause 6.1 of this Annex.
- 6.4 For the avoidance of doubt, no Personal Data or commercially sensitive information will be incorporated into any AI Training Datasets without the consent of the Client.
- 6.5 Upon reasonable request, NCC Group shall provide the Client with such information as is reasonably necessary to describe the AI models and training, provided that NCC Group is able to limit or reduce such information to the extent required to maintain and protect NCC Group's and/or its third party licensors' confidentiality obligations to third parties and/or its Intellectual Property Rights.