

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

Services Module (Staff Augmentation)

1 Contract Structure and Interpretation

- 1.1 This Services Module sets out the terms and conditions applicable to staff augmentation 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 Services 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.

2 Definitions:

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

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

"Foreground IPR" means the Intellectual Property Rights created by NCC Group specifically for the Client in the provision of the Services;

"Staff Augmentation Services" means the provision by NCC Group to the Client of one or more Consultants having the qualifications and expertise as described in the Statement of Works to work for the Client in a staff augmentation capacity;

"Third Party Tools" means any third party software, hardware or other materials purchased by NCC Group as agreed in the Statement of Works in order to enable NCC Group to perform the Staff Augmentation Services; and

"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 Australia.

3 Client's Duties

- 3.1 The Client agrees:
 - 3.1.1 that NCC Group shall provide the Consultant to the Client to work in a staff augmentation capacity. The Consultant shall meet the requirements set out in the Statement of Works (including in relation to the required levels of expertise and qualification) and will work at the Client's reasonable direction for the duration of the Staff Augmentation Services;
 - 3.1.2 that NCC Group shall ensure that the Consultant provides the Staff Augmentation Services at the dates and times set out in the Statement of Works and, if no such dates or times are set out in the Statement of Works, these shall be agreed between the Client and NCC Group as required (both parties acting reasonably);
 - 3.1.3 to notify NCC Group in advance of the Start Date of any policies and procedures that the Consultant must comply with while working on the Client's premises. NCC Group shall ensure that the Consultant shall comply with all reasonable policies and procedures so notified;
 - 3.1.4 that, where the Staff Augmentation Services are to take place on the Client's premises, the Client shall ensure that a suitable working space is provided for the Consultant which shall include (without limitation) a desk, network access and, where necessary, access to data centres, server rooms and/or switch rooms. The Client shall also ensure that such premises are safe at all times;
 - 3.1.5 that if it requires the Consultant to use any of the Client's (or its third party licensor's or supplier's) software, systems or premises as part of the Staff Augmentation Services, then the Client shall obtain all necessary licences, permissions, consents authorisations and similar from any third party as necessary for the Consultant to make use of the same;
 - 3.1.6 that, while NCC Group shall use commercially reasonable endeavours to ensure the same Consultant remains assigned to perform the Staff Augmentation Services for the Term, it may substitute such Consultant at any time upon notice to the Client with another that meets the criteria specified in the Statement of Works; and
 - 3.1.7 that, if agreed as part of the relevant Statement of Works, NCC Group will purchase the Third Party Tools in order for it to carry out the Staff Augmentation Services. The costs of such Third Party Tools will be payable by the Client as part of the Fees specified in the Statement of Works.

4 Fees and Payment

- 4.1 Unless stated otherwise in the relevant Statement of Works, NCC Group will invoice the Client for the Fees monthly in arrears.
- 4.2 Unless stated otherwise in the Statement of Works, the Fees payable in respect of any time spent by the Consultant working on Client matters will be billed in units of one Working Day. If the Consultant is required to work outside of a Working Day, additional Fees will be chargeable at the agreed out of hours rate or, if no such out of hours rate has been agreed, at NCC Group's then standard out of hours rate;
- 4.3 Expenses shall be payable as set out in the Statement of Works. Unless stated otherwise, expenses for travel to and from the Client's or any third party's site other than as stated in the Statement of Works will be charged in line with NCC Groups standard expenses policy.

5 Liability

- 5.1 Notwithstanding that the Staff Augmentation Services may be provided to the Client in connection with a wider project or objective, the Client accepts and acknowledges that: (i) NCC Group shall have no liability in connection with the outcome of such wider project or objective; and (ii) that NCC Group's only obligation is to provide the Consultant to work at the Client's reasonable direction pursuant to the terms of the Contract. NCC Group does not guarantee any specific results or outcomes from the Staff Augmentation Services.
- 5.2 Other than where the Contract is terminated by the Client pursuant to the General Terms and Conditions as a result of: (i) a material breach by NCC Group; (ii) NCC Group ceases to trade; or (iii) an Insolvency Situation which arises in relation to NCC Group, the Client will be liable in all circumstances (including but not limited to where the Contract is terminated or the Services are cancelled) to pay in full any agreed Fees that relate to the purchase of Third Party Tools as described in clause 3.1.7.
- 5.3 As the Consultant will be provided by NCC Group to work at the Client's reasonable direction, neither NCC Group nor the Consultant shall be liable to the Client for any breach of this Contract (or for any other type of liability) to the extent that the same resulted from NCC Group or the Consultant complying with the Client's instructions.

6 Intellectual Property Rights

- 6.1 In connection with the Staff Augmentation Services, the terms of this clause 6 take precedence over the provisions relating to Intellectual Property Rights contained in the General Terms and Conditions.
- 6.2 Nothing in the Contract shall operate to transfer ownership of the Background IPR of either party, which shall remain vested in the relevant party or their third party licensor(s) (as applicable). In addition, nothing in the Contract shall create any licence in or rights to such Background IPR other than as set out herein.
- 6.3 Upon payment of the Fees in accordance with the terms of the Contract, the Foreground IPR shall vest in and be owned exclusively by the Client, provided that during the term of the Contract, NCC Group is granted a fully paid-up, worldwide, non-exclusive, royalty-free licence to use the Foreground IPR and Background IPR in any Client Materials for the purposes of performing the Services. Both parties shall take all steps reasonably necessary to give effect to this clause 6.3.
- 6.4 To the extent that any Background IPR of NCC Group is incorporated into the output of the Staff Augmentation Services, the Client is granted a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual licence to use such Background IPR in connection with the purpose for which it was supplied.
- 6.5 In connection with the Client Materials, the Client warrants that the receipt and use of the same by the other party in accordance with the Contract shall not infringe the rights, including any Intellectual Property Rights, of any third party.

7 Cancellation and Rescheduling

- 7.1 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.
- 7.2 The relevant percentages and time periods as referred to in the General Terms and Conditions are as follows:
 - 7.2.1 cancellation request 8-21 days before the Start Date: 50% of the Scheduled Days Cost;
 - 7.2.2 rescheduling request 8-14 days before the Start Date with firm re-booking date: 50% of the Scheduled Days Cost; and
 - 7.2.3 cancellation or rescheduling request within 7 days of the Start Date: 100% of the Scheduled Days Cost.