

SERVICE-SPECIFIC MODULE SECURITY TESTING SERVICES

Supplementing NCC Group Terms and Conditions for the Supply of Services (UK), General Terms and Conditions

1 Contract Structure and Interpretation

- 1.1 This Service-Specific Module sets out the terms and conditions applicable to security testing services and is to be read in conjunction with the General Terms and Conditions.
- 1.2 The General Terms and Conditions apply to this Service-Specific Module and the capitalised terms in this Service-Specific Module shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise.

2 Definitions:

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

“Security Testing” means the process of testing the System as described in the Statement of Works and **“Security Tested”** shall be construed; accordingly, 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 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 obtain consent from its ISP and any third party suppliers of the System for the Security Testing to be carried out and, when requested by NCC Group, to provide written evidence of such consent and to notify relevant employees that the Security Testing has been scheduled and that the employees may be monitored;
 - 3.1.2 to arrange a mutually convenient time and date with NCC Group for the performance of the Security Testing and to inform its ISP of the date agreed with NCC Group;
 - 3.1.3 that it 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 Security Testing, and which may be affected by the provision of the Security Testing and, where appropriate, regularly perform backups during the performance of the Security Testing, 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 provision of the Security Testing;
 - 3.1.4 to provide suitable working space for the Consultant if the Security Testing is to take place on the Client’s premises, including a desk, network access and, where necessary to perform the Services, access to data centres, server rooms and/or switch rooms;
 - 3.1.5 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;
 - 3.1.6 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 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 Security Testing 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;

- 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 co-operate with NCC Group and to provide it promptly with such information about the System as are reasonably required by NCC Group;
- 3.1.9 to ensure that, where the Security Testing is taking place on the Client's premises, the 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;
- 3.1.10 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 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. Such consent includes authorisation for the purposes of Section 3 of the Computer Misuse Act 1990 that NCC Group, its Affiliates and its and their employees (including, but not limited to, the Consultant), agents and sub-contractors may perform Security Testing which may;
 - 3.1.10.1 impair the operation of the System;
 - 3.1.10.2 hinder access to the System; and
 - 3.1.10.3 impair the operation of any program and/or the reliability of any data relating to the System;
- 3.1.11 that, whilst NCC Group will use reasonable endeavours to avoid disruption of the Client's network, disruption to the Client's Systems and/or possible loss of or corruption to data and/or software may occur, and the Client agrees to make back-ups pursuant to clause 3.1.3;
- 3.1.12 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 or should cease performing the Security Testing 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 pursuant to this clause 3.1.12 shall be subject to the provisions of clause 6 below; and
- 3.1.13 that, where NCC Group (or its Affiliates) supplies any software and/or hardware as part of the Security Testing, 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
- 3.1.14 to notify NCC Group at least 3 (three) weeks before scheduling the Security Testing Services should any of the Systems are in multi-tenanted servers hosted by Rackspace Limited, Rackspace Inc or their respective Affiliates.

4 Liability

- 4.1 The Client acknowledges that there is a risk that the Services may lead to the loss or corruption of the Client's data and/or Personal Data affected by the Services, and that the same is an inherent risk of Security Testing even when performed in accordance with Good Industry Practice. The Client is advised to back up its data prior to the Start Date as described in clause 3.1.3. Subject to clause 10.2 of the General Terms and Conditions, NCC Group will not be liable for any such loss of data.

5 Ownership of System

- 5.1 Ownership of the System and all Intellectual Property Rights in the System remain at all times with the Client and/or its ISP or other third party supplier (as applicable).

6 Cancellation and Rescheduling

- 6.1 The Client accepts and acknowledges that NCC Group allocates Consultants weeks or months in advance and would suffer a loss should the 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 if such cancellation or rescheduling (the “**Cancellation Fee**”):
- 6.1.1 cancellation request 8-21 days before the Start Date: 50% of the Scheduled Days Cost;
 - 6.1.2 rescheduling request 8-14 days before the Start Date with firm re-booking date: 50% of the Scheduled Days Cost; and
 - 6.1.3 cancellation or rescheduling request within 7 days of the Start Date: 100% of the Scheduled Days Cost.
- 6.2 Charging of the Cancellation Fee is at NCC Group’s discretion. NCC Group will use reasonable commercial efforts to re-deploy Consultants to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy Consultants, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 6.3 If the Client re-books the Services for another date, the Fees for the Services as re-booked will be payable in addition to any Cancellation Fee.

7 Industry Notifications

- 7.1 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 Security Testing. 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.