

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

### Services Module (Consultancy Services)

#### 1 Contract Structure and Interpretation

- 1.1 This Services Module sets out the terms and conditions applicable to consultancy 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:

**"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 the NCC Group in connection with the Services;

**"Consultancy Services"** means the consultancy services and/or deliverables detailed in the Statement of Works;

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

#### 3 Client's Duties:

- 3.1 The Client agrees:
  - 3.1.1 to provide reasonable cooperation to NCC Group when requested (including access to people, premises, systems and equipment owned, operated or controlled by the Client) to enable NCC Group to perform the Services;
  - 3.1.2 that, where the Consultancy 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 a desk, internet access and, where necessary to perform the Services, access to networks, data centres, server rooms and/or switch rooms to perform the Services;
  - 3.1.3 to ensure that, where the Consultancy Services are 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, direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which NCC Group (or its Affiliates) incurs or suffers in any way whatsoever 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.
- 3.2 Consultants will not be legally qualified. As such, the Client accepts and acknowledges that, while NCC Group and the Consultants may give opinions and recommendations based on its industry experience and expertise, the Consultancy 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.

#### 4 Fees and payment

- 4.1 Unless otherwise agreed, the Fees payable for Consultancy Services under the Contract shall be invoiced monthly in arrears in respect of the Consultancy Services provided during that month.
- 4.2 Consultants record and NCC Group charges the Client for all time spent on an assignment including time spent travelling for the purposes of the assignment. Time is accounted for in units of half a day. No charge is made for periods when the Consultant is absent due to illness or holidays.

#### 5 Cancellation and Rescheduling

- 5.1 The Services provided pursuant to this Services Module are subject to a Cancellation Fee for short term cancellation or rescheduling as described in the General Terms and Conditions.

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

## 6 Intellectual Property Rights

- 6.1 In connection with the Consultancy 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 be 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 Deliverables 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 forms part of or is incorporated into the Deliverables, 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 the Deliverables were supplied.
- 6.5 In connection with:
- 6.5.1 the Client Materials, the Client warrants; and
  - 6.5.2 the Deliverables, NCC Group 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.