NCC GROUP SERVICE MODULE
EXPOSURE MANAGEMENT SERVICES

1 Agreement Structure and Interpretation

1.1 This Service Module sets out the terms and conditions applicable to Exposure Management ('EM') Services and is to be read in conjunction with 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 herein.

1.2 Clauses 1 to 10 of this Service Module apply to all EM Services. The Annexes attached to this Service Module set out additional terms and conditions that are applicable to the to the relevant MSP Software.

1.3 To the extent that there is any conflict between (i) Clauses 1-10 of this Service Module and (ii) an Annex to this Service Module, the relevant Annex shall take precedence in respect of the EM Services to which it relates.

2 Definitions:

"Annual Fees" means those Fees payable by the Client each Contract Year for the ongoing provision of the EM Services, as set out in the Statement of Work (and excluding, for the avoidance of doubt, the Set Up Fees);

"EM Portal" means the ServiceNow portal or such other portal which the Client may be granted access to subject to its acceptance of any applicable end user licence agreement or acceptable use policy (as appropriate);

"**EM Services**" means the exposure management services as described in the Specification Documents;

"**EM Software**" means the software as provided by CyCognito, Qualys, H3 or such other software as NCC Group may use for the purposes of providing the EM Services, as specified in a Statement of Work (and for the avoidance of doubt, may include MSP Software or Third Party Software, where applicable);

"**Assets**" means the systems, infrastructure, IP addresses, website URLs, web applications, domains names and/or other assets to be monitored under the EM Services as detailed in the Statement of Work, identified by the MSP Software and/or as otherwise agreed in writing;

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

"**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 (including any derivatives of such software) 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;

"**Order Form(s)**" means an ordering document or online order, including but not limited to an NCC Group, Qualys, CyCognito or H3 quote (as applicable) or a Client purchase order, work order or similar document, specifying the EM Services provided to NCC Group based on the applicable quote and that is accepted by NCC Group.

"**Set Up Fees**" means (i) those Fees payable by the Client in respect of the Set Up Services, and (ii) all licence fees in respect of the Third Party Software and/or MSP Software, in each case as reasonably determined by NCC Group (in its sole discretion);

"**Set Up Services**" means the initial onboarding, set up and installation services to be provided by NCC Group in respect of each EM Service Offering, as set out in the Service Description and/or Statement of Work;

"**Specification Document(s)**" means the service description and/or similar documents contained or referred to in the Statement of Work or such section of the Statement of Work that describes the relevant EM Services;

"**Third Party Software**" means any software (including any derivatives of such software) owned by a third party that NCC Group agrees to supply to the Client on a resale basis as specified in the Statement of Work;

"**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

"Virtual Machine" means the virtual machine deployed within the Client's Systems for the purposes of enabling the EM Services (where applicable).

3 NCC Group's Duties

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3.1 NCC Group will upload Reports to the EM Portal at the frequencies specified in the Statement of Work or as otherwise agreed by the Parties.

3.2 NCC Group will use reasonable efforts to ensure the EM Services are provided at the agreed frequency without any interruptions.

3.3 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 EM Services. NCC Group will:

3.3.1 endeavour to execute such maintenance with the minimum of disruption to the EM Services where reasonably possible;

3.3.2 request that the MSP Software owner executes such maintenance with the minimum of disruption to the EM Services where reasonably possible; and

3.3.3 where reasonably practicable, provide prior notice to the Client.

4 Client's Duties:

4.1 The Client agrees:

4.1.1 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;

4.1.2 at all times to co-operate with NCC Group and to provide it promptly with such information and assistance as is reasonably required by NCC Group to provide the EM Services;

4.1.3 to use any software which NCC Group (and its Affiliates) supplies to the Client as part of the EM Services for lawful purposes, solely to the extent necessary to receive the benefit of the EM Services and in accordance with any applicable licence terms and NCC Group's (and its Affiliates') instructions provided from time-to-time;

4.1.4 to ensure there is sufficient bandwidth to enable NCC Group to perform the EM Services;

4.1.5 that ownership of all Intellectual Property Rights in the EM Portal remains with the EM Portal owner and that nothing in the Agreement will operate to transfer to the Client or to grant to the Client any licence or other right to use the EM Portal except to the extent necessary to enjoy the benefit of the EM Services and subject to the Client's acceptance of any applicable end user licence agreement or acceptable use policy (as appropriate);

4.1.6 that NCC Group may, at its absolute discretion, suspend the Client's access to the EM Portal if the Client uses the EM Portal in breach of this Agreement;

4.1.7 to ensure that its access credentials for the EM Portal are stored securely and only used by those employees of the Client that are expressly authorised by the Client to access the EM Portal and are not shared with any other person. The Client shall take all reasonable steps to prevent any unauthorised access to the EM Portal and will immediately notify NCC Group if it becomes aware of any such access;

4.1.8 where applicable, if NCC Group (or its Affiliates) requires any of the Client's Intellectual Property Rights to be used in connection with the EM Portal, the Client shall 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 EM Services;

4.1.9 where applicable, grant NCC Group access to the Virtual Machine and maintain such access for the duration of the EM Services;

4.1.10 where applicable, not to take any action or omit to take any action that may prevent, restrict, interrupt or adversely affect NCC Group's access to, or use of the Virtual Machine, for the purposes of providing the EM Services;

4.1.11 to identify the individual(s) who will be the authorised user(s) of the EM Portal in the Statement of Work or as otherwise agreed in writing;

4.1.12 to NCC Group disclosing the Client's Confidential Information to the EM Software owner to the extent reasonably required for the purpose of performing the EM Services;

4.1.13 to inform NCC Group of any changes that may impact the EM Services, including without limitation:

4.1.13.1 any projected increases in or abnormal usage of the EM Services outside of what is agreed in the Statement of Work or otherwise agreed in writing;

4.1.13.2 any changes that may impact on the EM Services or NCC Group's ability to provide the EM Services;

4.1.13.3 any changes that may have an impact on the capacity or throughput of the EM Services;

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4.1.13.4 any change that impacts the scope of the EM Services; and

4.1.14 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 EM Services and confirms that it has procured, where necessary, the consent of all its (and its Affiliates') third party service providers (including internet service providers), relevant third party software vendors and equipment owners, employees, agents and sub-contractors to NCC Group (or its Affiliates) carrying out the EM 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 respective employees (including, but not limited to, the NCC Group Personnel), agents and sub-contractors may perform EM Services which may:

4.1.14.1 impair the operation of the System;

4.1.14.2 hinder access to the System; and

4.1.14.3 impair the operation of any program and/or the reliability of any data relating to the System.

5 Third Party Software – Reseller Model

5.1 Where a Statement of Work specifies that the EM Software is Third Party Software, NCC Group shall procure the delivery of such Third Party Software to the Client.

5.2 NCC Group shall use reasonable endeavours to deliver or procure the delivery of the Third Party Software by the applicable delivery date specified in the Statement of Work. Delivery of the Third Party Software takes place on the later of the Third Party Software or, if applicable, the licence key to use the Third Party Software, being: (a) made available for download by the Client using File Transfer Protocol (FTP) or Hypertext Transfer Protocol (HTTP); or (b) sent by email to the Client; or (c) otherwise made available for access or download by the Client.

5.3 The Client shall be responsible for entering into, and complying with the terms of, any End User Licence Agreement that may be required in order to use the Third Party Software.

5.4 The Client's right to use the Third Party Software is governed solely by the third party terms and conditions set out in the relevant End User Licence Agreement. The Client shall comply with the End User Licence Agreement in respect of its use of the Third Party Software.

5.5 The Client shall, at all times during and after the termination or expiry of the Agreement, indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and their respective officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all claims, fines, losses, damages, demands, costs, expenses, fees (including, but not limited to, court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by NCC Group or its Affiliates directly or indirectly as a result of any breach by the Client of the End User Licence Agreement.

5.6 Notwithstanding any other provision in the Agreement to the contrary, NCC Group shall have no liability to the Client or any other party in respect of the Third Party Software (or any acts or omissions of the relevant third party vendors supplying the same), including for times of performance or delivery. For the avoidance of doubt, NCC Group's only obligation is to procure such Third Party Software for the Client on a resale basis, and the Client's rights in respect of such Third Party Software are as contained in the End User Licence Agreement between the Client and the relevant third party vendor, to which NCC Group is not a party.

6 EM Software – using EM Software directly acquired by Client ('Bring Your Own EM Software')

6.1 The Client shall correctly install and configure the EM Software to enable NCC Group to provide the EM Services. To the extent agreed in a Statement of Work, NCC Group shall provide reasonable remote assistance in respect of such installation and configuration.

6.2 On an ongoing basis for the duration of the Agreement, the Client shall provide NCC Group with all relevant: (i) details of; and (ii) access credentials and user rights in connection with, the EM Software as requested by NCC Group to enable it to perform the EM Services.

6.3 The Client shall procure and maintain appropriate licences to the EM Software specified in the Statement of Work for the Service Term to enable NCC Group to perform the EM Services. For the avoidance of doubt, where the Client has procured, or will procure, the EM Software directly (and not from or via NCC Group), such EM Software is not Third Party Software or MSP Software for the purposes of the Agreement and NCC Group has no responsibility for the performance or operation of the same and shall not be liable for any breach of the Agreement to the extent that it was caused (directly or indirectly) by the Client's failure to comply with this clause 6.

6.4 The Client confirms that it has obtained all necessary consents in respect of the EM Software to enable NCC Group to carry out the EM Services including but not limited to the consent of any relevant third party service providers and/or third party software vendors.

7 MSP Software – MSP Model

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7.1 Where a Statement of Work specifies that MSP Software will be used as part of the Services, NCC Group shall provide the Client with the right to use such MSP Software subject to the current version of the Third Party Vendor Terms set out in Annex A, Annex B or Annex C (as applicable) of this Service Module or as provided by NCC Group in a Statement of Work or otherwise provided by NCC Group in writing.

7.2 The Client agrees:

7.2.1 to comply and to ensure that any users of the MSP Software comply with the elements of the Third Party Vendor Terms applicable to the Services in respect of its use of the MSP Software. NCC Group may, at its absolute discretion, suspend the Client's access to the MSP Software if the Client fails to comply with the applicable Third Party Vendor Terms;

7.2.2 that ownership of all Intellectual Property Rights in the MSP Software remains with the MSP Software owner;

7.2.3 that nothing in the Agreement will operate to transfer to the Client or to grant to the Client any licence or other right to use the MSP Software except to the extent necessary to enjoy the benefit of the EM Services and as set out in the Agreement;

7.2.4 where granted access to the MSP Software, to ensure that its access credentials for the MSP Software are stored securely and only used by those employees of the Client that are expressly authorised by the Client to access the MSP Software and are not shared with any other person. The Client shall take all reasonable steps to prevent any unauthorised access to the MSP Software and will immediately notify NCC Group if it becomes aware of any such access; and

7.2.5 where applicable, to identify the individual(s) who will be the authorised user(s) of the MSP Software either in the Statement of Work or as otherwise agreed in writing.

7.3 For the avoidance of doubt, to the extent that there is any conflict between the terms of the applicable Third Party Vendor Terms and the remainder of the Agreement, the applicable Third Party Vendor Terms shall prevail.

7.4 The Client shall, at all times during and after the termination or expiry of the Agreement, indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and their respective officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all claims, fines, losses, damages, demands, costs, expenses, fees (including, but not limited to, court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by NCC Group or its Affiliates directly or indirectly as a result of any breach by the Client of the Third Party Vendor Terms.

8 Fees and Payment

8.1 Fees for the EM Services are payable as set out in the Statement of Work. NCC Group shall be entitled to revise the Fees for the EM 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.

8.2 The Parties shall conduct a quarterly review during each Contract Year to assess the Client's consumption of the EM Services over the preceding three (3) months' ("**Review Period**") during the Contract Year. The Client shall pay for any EM Services that were consumed beyond the purchased capacity ("**Uplift"**) at the end of the Review Period or at the end of the current Service Term (as applicable). Upon renewal, the Client shall purchase the EM Services which will include the consumption set forth in all then expiring Order Form(s) including any Uplift.

9 Cancellation and Termination

9.1 The Client acknowledges and agrees that the EM Services cannot be cancelled and that, subject to clause 9.2, the Fees paid or payable in relation to the EM Services are non-refundable. Accordingly, if the Statement of Work is terminated or the EM Services are otherwise cancelled:

9.1.1 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

9.1.2 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.

9.2 Notwithstanding clause 9.1, where the Statement of Work is terminated due to material breach by NCC Group, NCC Group shall refund any pre-paid Annual Fees covering the remainder of the Service Term after the effective date of termination and the Client shall not be required to pay any Annual 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.

9.3 Notwithstanding any other provision of this clause 9, in no event will termination, irrespective of the reason or circumstance, relieve the Client from paying: (i) Fees in respect of the period prior to the effective date of termination; and (ii) any Set Up 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, which shall become payable immediately on termination.

10 Liability

10.1 Any failure by NCC Group to fulfil an obligation under the Agreement shall be disregarded (and NCC Group shall not be considered in breach of its obligations hereunder) where such failure is caused by or related to:

10.1.1 a failure by the Client to comply with its obligations under the Agreement; and/or

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10.1.2 without prejudice to the generality of the force majeure clause within the NCC Group Master Services Agreement or the Short Form Terms and Conditions (as applicable), any event or circumstance which is beyond the reasonable control of NCC Group, including but not limited to:

10.1.2.1 any failure, disruption and/or error in the Systems;

10.1.2.2 ISP or third party software supplier (including AWS) failures or disruptions;

10.1.2.3 any failure, disruption and/or error in the Client's infrastructure upon which Third Party Software or MSP Software (as applicable) is hosted;

10.1.2.4 an error or fault with any MSP Software or Third Party Software (as applicable), other than where caused by configuration by NCC Group of such MSP Software or Third Party Software (as applicable) as part of the EM Services;

10.1.2.5 any other event or circumstance specifically referred to in this Service Module, the Service Description and/or the Statement of Work).

10.2 Subject to the NCC Group Master Services Agreement or the Short Form Terms and Conditions (as applicable), NCC Group excludes all liability for any use or misuse of information accessed due to another person being informed of or gaining access to the Client's user names and passwords due to the Client's breach of clauses 4.1.7 and 7.2.4 of this Service Module.

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Annex A – Third Party Vendor Terms (applicable only where CyCognito MSP Software is provided on an MSP model)

1 Definitions

Capitalised terms in this Annex A shall have the same meaning ascribed to them in the NCC Group Master Services Agreement or the Short Form Terms and Conditions (as applicable) and this Service Module of which it forms part, unless stated otherwise.

"**Client Data**" means any Personal Data and/or non-Personal Data or other information relating to the Client or in Client's Assets which is collected, processed, accessed or affected while providing the Service.

"**CyCognito**" means CyCognito Inc., with offices at 530 Lytton Ave., 2nd Floor, #2024, Palo Alto, CA 94301.

"**Reports**" mean any output or results of the Service provided to the Client or generated by the Client.

"**Service**" means the MSP Software which provides real-time attack surface analysis services by continuously simulating sophisticated attackers' actual reconnaissance and examination processes across live infrastructure and network assets.

2 Client's Duties

2.1 The Client acknowledges and agrees that:

2.1.1 NCC Group will not be responsible for any consequences that may result from technical problems including, without limitation, in connection with the internet (such as slow connections, traffic congestion or overload of Cycognito's or other servers) or any telecommunications or internet providers;

2.1.2 it is responsible for verifying that all Assets are indeed owned or operated by or for the Client and to confirm their inclusion in the Services;

2.1.3 it is solely responsible for the deployment, maintenance and destruction of any System owned or managed by the Client which is used to host or otherwise make use of the Service, including but not limited to any Virtual Machine;

2.1.4 except as expressly permitted in this Agreement or otherwise in writing, Client shall not and shall not allow any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, sell, display, transmit, broadcast, transfer or distribute any portion of the Services to any third party, or use the Services in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Services; (iii) reverse engineer, decompile or disassemble, decrypt or attempt to derive the source code of, the Services or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Services or any documentation provided by NCC Group, or any part thereof; (v) use any robot, spider, scraper or other automated means to access or monitor the Services for any purpose; (vi) take any action that imposes or may impose (at NCC Group's sole discretion) an unreasonable or disproportionately large load on CyCognito's infrastructure which supports the Services; (vii) interfere or attempt to interfere with the integrity or proper working of the Services, or any related activities; (viii) use the Services in any unlawful manner or for any harmful, irresponsible or inappropriate purpose, or in breach of this Agreement; (ix) remove any identification or proprietary or copyright restrictions from the Services or any documentation; (x) use the Services for any malicious use, any unlawful purpose, or any other purpose not expressly permitted under this Agreement, including but not limited to use the Services for any malicious means, or attack, exploit, abuse, harass, threaten, intimidate or impersonate any of its customers. Without derogating from the above, the Client agrees to be liable to NCC Group for any act or omission of any of its Personnel or anyone on its behalf using the Service that would constitute a breach of this Agreement as if such acts or omissions were performed by the Client;

2.1.5 it will not make any claim against NCC Group for lost data, re-run time, inaccurate output, work delays or lost profits resulting from the Service;

2.1.6 the Reports are intended for the Client's internal use only (consistent with the purpose of the Service). The Client may not disclose any Report (or any portion or summary of a Report) to any third party, except (i) with NCC Group's prior written consent, (ii) as required by applicable law, and (iii) to third parties to the extent reasonably required for the implementation of any remediation recommended in the Reports (provided that such third parties are bound by confidentiality obligations consistent with the obligations set forth in this Agreement);

2.1.7 the Reports and outcome of the Service do not constitute legal or other advice, and the Client understands that it must determine the need to obtain its own independent legal or other advice regarding the subject matter of any Report. The Client's use of and reliance upon the Service and/or the Service results is entirely at its sole discretion and risk, and NCC Group and anyone on its behalf shall have no responsibility or liability whatsoever to the Client in connection with any of the foregoing;

2.1.8 the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied, and NCC Group does not warrant that the Service will meet the Client's requirements. NCC Group hereby disclaims all warranties, express or implied, including without limitation, implied warranties of merchantability, title, fitness for a particular purpose and non-infringement;

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2.1.9 NCC Group offers no warranty regarding the reliability of the performance of the Service, including without limitation any warranty: (i) that the Service will detect, block or prevent all security breaches or threats, viruses, spam or other harmful or unwanted code or intrusions; and (ii) that the Service will prevent any cyber threats and/or attacks;

2.1.10 it will keep NCC Group informed of any violation of the Third Party Vendor Terms and/or the Agreement; and

2.1.11 it shall comply at all times with CyCognito's standard Privacy Policy applicable to the Services, which may be found at https://www.cycognito.com/privacy-policy, as such form may be amended by CyCognito from time to time.

3 Intellectual Property

Title and full, exclusive ownership rights in the Service and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill, including NCC Group's, CyCognito's or its third party licensor's Intellectual Property Rights incorporated in the Reports and data related to the Client's usage of the Service (excluding Client Data), are the exclusive property of NCC Group, CyCognito and/or its third party licensors (as applicable). Through the Service, the Client does not obtain any rights in such technology or Intellectual Property Rights, other than the limited right to use the Service as contemplated under the licence expressly set out herein. The Client will not remove, alter, or obscure any proprietary notices (including copyright notices) of NCC Group, CyCognito and/or its third party licensors on any Reports or on any aspect of the Service. Any suggestions, recommendations, improvements, inventions and feedback made by the Client or on its behalf in connection with the Service are the sole property of Cycognito, irrespective of the creator.

4 Liability

4.1 The Client agrees that NCC Group's maximum liability arising out of or in connection with the Service whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence and also including under any indemnity, shall be limited to the total amount of Fees actually paid by Client to NCC Group hereunder for the Service in the six months preceding the applicable incident out of which the liability arose. For the avoidance of doubt: this clause 3 shall take precedence over the Liability clause in the NCC Group Master Services Agreement or the Short Form Terms and Conditions in respect of NCC Group's Liability for the Service only.

4.2 No action, regardless of form, may be brought by Client after the earlier of (a) 12 months after the date on which the Client becomes aware that a cause of action has arisen, or (b) the period set forth under the applicable statute of limitations.

5 Indemnification

5.1 The Client shall indemnify, defend and hold harmless NCC Group, its Affiliates and its and their respective officers, directors and employees from and against any and all third party claims, damages, suits, actions and causes of action or proceedings ("Third Party Claim") in connection with the Service, or in connection with any distribution, publication, exportation, disclosure, misuse or misconduct by Client, or fraudulent behaviour by the Client, with respect to Reports.

5.2 Provided the Client's use of all Service is in accordance with the terms of these Third Party Vendor Terms and the Agreement, NCC Group shall indemnify, defend and hold harmless the Client from and against any and all Losses, including those arising out of or resulting from any Third Party Claim, arising out of or otherwise related to the Services infringement of any Intellectual Property Rights of third parties.

5.3 Indemnification Procedures. In the event that an indemnified party becomes aware of any Third-Party Claim or other event or circumstances ("Event") which such indemnified party believes may result in a claim for Losses hereunder, the indemnified party shall promptly notify the indemnifying party of such Third-Party Claim or Event. No delay in notifying the indemnifying party of such Third-Party Claim or Event in accordance with the terms hereof shall affect the indemnified party's rights hereunder, unless (and then only to the extent that) the indemnifying party or any of its Representatives are prejudiced thereby. If the indemnified party gives such notice, the indemnifying party will be entitled to participate in such Third-Party Claim and to assume the defence of such Third-Party Claim at the indemnifying party's sole cost and expense. If the indemnifying party exercises its rights to assume the defence of such Third Party Claim, the indemnifying party shall have no obligation to indemnify or pay for or reimburse any indemnified party for any attorneys' fees, investigation costs or litigation expenses incurred by the indemnified party after the assumption of the defence of such Third Party Claim. The indemnified party may participate in and observe the proceedings with its counsel at its own cost and expense, and the indemnifying party shall reasonably cooperate with the indemnified party and its counsel in connection therewith. Each party shall provide the other party with all assistance, information and authority reasonably required for the defence and settlement of the Third Party Claim. Each party agrees that it will not, without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld or delayed, settle, compromise or consent to the entry of any judgment in any pending or threatened Third Party Claim relating to the matters contemplated hereby. The indemnifying party shall not be liable for any settlement of any Third-Party Claim by an indemnified party without the indemnifying party's prior written consent, which consent shall not be unreasonably withheld or delayed.

6 Termination

6.1 In the event that CyCognito terminates the agreement between NCC Group and CyCognito under which NCC Group procures the Service and NCC Group is not able to continue to deliver the EM Services, NCC Group shall be entitled to immediately terminate the EM Services. NCC Group shall use reasonable endeavours to notify the Client as soon as practicable in the event of any such suspension or withdrawal.

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6.2 NCC Group may terminate the Client's use of the EM Services or the Agreement at any time and without prior notice if the Client has breached the Agreement, including but not limited to in the event of delay of payment of Fees. NCC Group shall not be liable to the Client, or any third party, for the termination under this clause 6.2.

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Annex B - Third Party Vendor Terms (applicable only where Qualys MSP Software is provided on an MSP model)

1 Definitions

Capitalised terms in this Annex A shall have the same meaning ascribed to them in the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable and this Service Module of which it forms part, unless stated otherwise.

"**Beta Services**" means services or functionality that may be made available to Client to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, nonproduction, evaluation or by a similar description;

"**Cloud Services**" means the products and services, including any data, that are ordered by Client under a Statement of Work and made available online by NCC Group, including any offline components. Cloud Services shall not include any Beta Services;

"**Customer Data**" means electronic data and information regarding Client's Assets that NCC Group obtains solely as a result of its provision, and the Client's use, of the Cloud Services. Reports shall be deemed to be Customer Data;

"**Documentation**" means the usage guides and policies made available by NCC Group to Client, as updated from time to time;

"**Hardware**" means the servers that are included with certain subscriptions to Cloud Services.

"**Order**" means a written or electronic order issued or accepted by NCC Group pursuant to this Agreement.

"**Order Form**" means an ordering document or online order, including but not limited to Qualys quote or a Client purchase order, work order or similar document, specifying the Cloud Services to be provided by Qualys that is provided by NCC Group to Qualys based on a Qualys quote and that is accepted by Qualys.

"**Reports**" means the Reports made available to Client that summarise the findings regarding the Assets;

"**Software**" means the software loaded onto Hardware provided herein and/or software that is loaded onto Client's servers to allow virtual scanning or connection to the Cloud Services;

"**User**" means an individual who is authorised by Client to use Cloud Services and to whom Client has supplied a user identification and password. Users may include, for example, employees, Affiliates, consultants, contractors and agents of Client, and third parties with which Client transacts business.

"**Qualys**" means Qualys Limited with its registered office at 100 Brook Drive, Green Park, Reading, Berkshire, RG2 6UJ, United Kingdom or the entity from which Cloud Services are purchased by NCC Group pursuant to an Order Form.

2 Client Duties

2.1 The Client acknowledges and agrees that:

2.1.1 it shall not provide any Personal Data outside of what is strictly needed for the provisioning or use of the Cloud Services, including but not limited to protected health information or sensitive Personal Data;

2.1.2 the Cloud Services are provided 'AS IS' and NCC Group disclaims all express or implied warranties regarding the Cloud Services;

2.1.3 NCC Group shall not have any liability for either direct or consequential damages to the Client;

2.1.4 it shall not (i) modify, adapt, alter, translate or create derivative works of the Cloud Services or Documentation; (ii) reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code used in connection with the Cloud Services and/or any aspect of NCC Group or Qualys' technology; (iii) access and/or engage in any use of the Cloud Services in a manner that abuses or materially disrupts the Assets, networks, security systems, of any third party; (iv) interfere with, overburden, or disrupt the integrity or performance of the Cloud Services; (v) rent, lease or loan the Cloud Services to, or allow the use of the Cloud Services by, a third party via timesharing or as a service bureau; (vi) market, offer to sell, sell, and/or otherwise resell the Cloud Services to any third party; (vii) use the Cloud Services other than in accordance with the Documentation and this Agreement; (viii) use the Cloud Services to scan an Asset for which the Client does not have the right or consent to scan; (ix) remove, alter or obscure any proprietary notices on the Cloud Services or the Documentation; (x) introduce software or agents or other related materials to the Cloud Services which may create multiple accounts, generate automated searches, requests, and queries, or to strip, scrape, deep link, or mine content or material from the Cloud Services; (xi) use the Cloud Services in violation of applicable law; or (xiii) allow any unauthorised use or disclosure of User credentials;

2.1.5 use of the Cloud Services are subject to limits on the quantities or number of Assets as specified in a Statement of Work ("Usage Limit"). Such Usage Limit cannot be decreased during the relevant Service Term. If the Client exceeds its Usage Limit, NCC Group will work with the Client to seek to reduce its usage to

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conform to the applicable limit. If, notwithstanding NCC Group's efforts, Client is unable or unwilling to abide by the Usage Limit, then Client shall be liable for the Fees for such excess usage in accordance with the Fees and Payment clause.

3 Ordering

3.1 Except as otherwise approved by NCC Group in writing, any Order(s) should be at least one Contract Year in term or be coterminous with prior Order(s) if purchased during the middle of the prior Order term.

3.2 NCC Group may cancel any Order accepted by NCC Group or refuse or delay shipment of Hardware or Software if Client: (i) fails to make any payments as agreed; or (ii) otherwise fails to comply with the terms of the Agreement. Any such cancellation, refusal or delay by NCC Group does not constitute termination of this Agreement (unless NCC Group so advises Client) or a breach of this Agreement by NCC Group.

4 Fees and Payment

4.1 Fees are calculated pursuant to Cloud Services subscriptions purchased and not actual usage of the Cloud Services.

4.2 If any Fees owed by the Client are thirty (30) days or more overdue, NCC Group may, without limiting its other rights and remedies, suspend Cloud Services until such amounts are paid in full provided that NCC Group has given Client at least ten (10) days' prior notice that its account is overdue. Such notice may be in the form of an email.

5 Proprietary Rights

5.1 Qualys owns the Cloud Services and the Client will not receive any licence or right to use the Cloud Services.

5.2 Client grants NCC Group and Qualys, and Client consents to NCC Group and Qualys, hosting, copying, transmitting and displaying Customer Data as necessary for NCC Group to provide the Cloud Services, including without limitation, the provision of the standard support and the use of worldwide Qualys' Affiliates to provide the Cloud Services. Subject to consent herein, NCC Group and Qualys acquire no right, title or interest from Client or its licensors under this Agreement in or to any Customer Data. Client shall be solely responsible for the statements, comments, text, data, materials, or other information including, but not limited to, provided on or through the Cloud Services by Client or the Users.

5.3 Client grants to NCC Group, Qualys and their respective Affiliates, a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Client or Users relating to the operation of Qualys' or its Affiliates' services ("Feedback"), provided such feedback is on an anonymised basis and does not include Client's Confidential Information.

6 Use of Cloud Services, Hardware and Software

6.1 Hardware. If the Cloud Services on an Order Form include Hardware, then NCC Group will provide the Hardware to the Client on a subscription basis and only for the limited use as permitted herein and in accordance with the Documentation and the applicable Statement of Work. The Client acknowledges that not all Cloud Services subscriptions include Hardware. NCC Group will select the carrier and bear the cost of shipment, insurance and duties for delivery of such Hardware to the location Client designates. At the end of any Service Term that is not renewed, Client will select the carrier and bear the cost of shipment, insurance and duties for return of such Hardware to the location NCC Group designates. Hardware must be returned to NCC Group within fifteen (15) days after the end of the Service Term. In the event that Client does not return the Hardware within fifteen (15) days after the end of the Service Term, then NCC Group shall invoice Client, and Client shall pay such invoice in accordance with the Agreement, for a non-return fee of two thousand five hundred dollars ($2,500) per piece of Hardware.

6.2 Rights and Possession of Hardware. If the Cloud Services in the Statement of Work include Hardware, Qualys retains title, ownership and all rights and interests to such Hardware. Client shall be liable for any misuse, abuse, neglect, or failure to use or protect such Hardware in accordance with the Documentation provided to Client. The Client has no right to relocate Hardware without NCC Group's consent and only in accordance with NCC Group's instructions.

6.3 Software. Any Software provided hereunder is provided as part of the Cloud Services on a subscription basis and only for the limited use as permitted herein and in accordance with the related Cloud Services. At the end of any Service Term that is not renewed, Software must be uninstalled within thirty (30) days of the end of the Service Term

6.4 Support. In order to provide the Cloud Services and to support the Software and/or Hardware, NCC Group or Qualys may access the Software and/or Hardware (as applicable) remotely at any time, or, with Client's agreement on Client's premises during the Service Term and solely as necessary to provide the Cloud Services and related support. NCC Group shall not be liable for any failure to maintain or update Software and/or Hardware that is caused by Client's delay or refusal to allow NCC Group or Qualys access to the Software and/or Hardware (as applicable) and shall be excused from any future obligations regarding such Software, Hardware and associated Cloud Services until a reasonable time after such access is provided. Client has no right to access, use, relocate or otherwise handle software, except as directed or authorised by NCC Group.

6.5 Open Source. NCC Group provides some of its services with the help of open source software code. NCC Group will provide a list of the then-current list of open source software code used by NCC Group or Qualys to provide the Cloud Services upon written request.

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6.6 Future Functionality. Client agrees that its purchases are not contingent on any oral or written public comments made by NCC Group regarding future functionality or features not present in the Cloud Services as of the Service Start Date.

7 Export Compliance

7.1 The Cloud Services and other Qualys technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. The Client represents that it is not named on any U.S. government denied-party list. In the event that Client or any of Client's Users is added to any such list during the term of this Agreement, then Client shall provide NCC Group with legal written notice in accordance with the Agreement within five (5) days of being named on such list. Client will not permit any foreign national who is, or allow any User to access or use the Cloud Services, from a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Syria or Crimea), by persons or entities prohibited from receiving U.S. exports, or in violation of any U.S. export law or regulation.

7.2 Client may not download, export, or re-export any hardware, software or technical data received hereunder, including software and technical data embedded in any hardware, regardless of the manner in which received, (i) into, or to a national or resident of, any country to which the United States has embargoed goods, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By using the Cloud Services, Client represents and warrants that: (a) Client is not located in, under the control of, or a national or resident of, any such country or on any such list; and (b) Client shall comply with all applicable export control laws.

7.3 If the Client is a U.S. government entity, Client acknowledges that elements of the Cloud Services constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government end users as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101, 12.211, and 12.212.

8 Term and Termination

8.1 Upon termination or expiration of this Agreement, Client shall: (i) cease all use of the Cloud Services; and (ii) promptly and fully destroy, delete, or uninstall any Cloud Services provided herein or certify such destruction. For purposes of clarity and notwithstanding the foregoing, Client may retain and use Reports after termination, subject to the terms and conditions of this Agreement.

8.2 For the avoidance of doubt, upon termination or expiry of the Cloud Services, the Client shall destroy all security findings and documents provided to Client, including but not limited to, SOC Reports, assessments, questionnaires, audit findings, security reports, security findings and any non-public information provided by NCC Group to Client.

9 Indemnification

9.1 NCC Group will defend, indemnify, and hold harmless Client from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees) to the extent arising from any claim brought against Client by a third party alleging that the Cloud Services infringes a third party's Intellectual Property Rights, provided that Client grant NCC Group or Qualys sole control over the defence of such claim and provide reasonable assistance at NCC Group's expense. Client must not make any admission in relation to the claim and shall take reasonable steps to mitigate its losses and expenses arising from the claim.

9.2 Infringement Remedies. Following notice of an infringement claim, and in the event an injunction is sought or obtained against use of the Cloud Service subscribed to hereunder or in NCC Group's opinion is likely to be sought or obtained, NCC Group shall, at its option or expense, either (i) procure for Client the right to continue to use the Cloud Services as contemplated herein, or (ii) replace or modify the Cloud Services to make Client's use non-infringing while being capable of performing the same function without material degradation in performance. In the event the options set forth in sections (i) and (ii) herein above are not reasonably available, NCC Group may in its sole discretion, upon written notice to Client, terminate this Agreement and provide Client a pro-rata refund representing the portion of any Fees paid for the Cloud Services but not used. This section states NCC Group's sole liability and Client's sole and exclusive remedy for claims of infringement related to the Cloud Services.

10 Limitation of Liability

10.1 The Client agrees that NCC Group's maximum liability arising out of or in connection with the Cloud Services whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence and also including under any indemnity, shall be limited to an amount equal to the total amount paid or payable by Client hereunder for the Cloud Services in the twelve months preceding the applicable incident out of which the liability arose. For the avoidance of doubt, this clause 10 shall take precedence over the Liability clause in the NCC Group Master Services Agreement or the Short Form Terms and Conditions in respect of NCC Group's liability for the Cloud Services.

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Annex C – Third Party Vendor Terms (applicable only where H3 MSP Software is provided on an MSP model)

1 Definitions

Capitalised terms in this Annex C shall have the same meaning ascribed to them in the NCC Group Master Services Agreement or the Short Form Terms and Conditions (as applicable) and this Service Module of which it forms part, unless stated otherwise.

"**Client Data**" means other than Usage Data, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client through the Services.

"**H3**" means Horizon 3 AI, Inc., a Delaware corporation, with offices at 8 The Green Suite 18082, Dover, Delaware 19901.

"**H3 IP**" means all intellectual property and proprietary materials owned, developed, or licensed by H3,including but not limited to: software, algorithms, tools, analytics models, threat intelligence, configurations, techniques, documentation, templates, frameworks, scripts, interfaces, data models, dashboards, anonymised or aggregated data sets, and any derivative works, modifications, or enhancements thereto, whether pre-existing or developed in the course of providing the services. H3 IP also includes all Usage Data and feedback derived from service performance and operation, provided that such data does not identify or relate specifically to the Client.

"**Service(s)**" means the software-as-a-service offering described in an Order Form and/or a Statement of Work, underpinned by and utilising the MSP Software.

"Telemetry Data" means diagnostic and performance-related data collected from Client interactions with the Services. This data is used for Service enhancements but does not contain Client Data or Personal Data.

"Threat Intelligence Data" means anonymised security insights derived from Usage Data. This data is used to improve cybersecurity defences while ensuring individual Client details remain confidential and private.

"Usage Data" means data related to Client's use of the Services, including but not limited to, Telemetry Data, Threat Intelligence Data, configuration, deployment, access, and performance of the Services. This includes information used by Horizon3 AI in an aggregate and anonymised manner for analytics, security improvements and operational insights but does not contain identifiable Client Data.

2 Client's Duties

2.1 The Client acknowledges and agrees that:

2.1.1 except as expressly permitted in this Agreement, Client shall not and shall not allow any third party to: (i) use the Services in any manner beyond the scope of rights expressly granted in the Agreement; (ii) modify or create derivative works of the Services, in whole or in part; (iii) reverse engineer, disassemble, decompile, decode (except to the extent expressly permitted by applicable Law) or otherwise attempt to derive or gain improper access to any software component of the Services, in whole or in part; (iv) frame, mirror, sell, resell, rent or lease use of the Services to any third party, or otherwise allow any third party to use the Services for any purpose except as otherwise agreed; (v) use the Service in any manner or for any purpose that violates any applicable Law; (vi) use the Services or any other H3 confidential information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialise, license or sell any product, service or technology that could, directly or indirectly, compete with the Services;

2.1.2 the Client shall not use the Services, or any outputs, logs, or telemetry generated through access to the Services, for the purpose of training or enhancing any artificial intelligence or machine learning models, whether for internal use or for external distribution. This includes, without limitation, models intended to replicate, emulate, or compete with H3's threat detection, red teaming, or simulation technologies;

2.1.3 without derogating from the above, the Client agrees to be liable to NCC Group for any act or omission of any of its Personnel or anyone on its behalf using the Services that would constitute a breach of this Agreement as if such acts or omissions were performed by the Client;

2.1.4 the Services are provided "as is" without warranty of any kind, NCC Group disclaims all warranties (whether express, implied, statutory or otherwise), and makes no warranties whatsoever with respect to the Services, including any (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; or (iii) warranty against infringement of intellectual property rights of a third party; (iv) warranty that the Services will be error free, or that they will operate without interruption or will fulfill any of the Client's particular purposes or needs; (v) warranty of any third party products or services; whether express or implied by Law, course of dealing, course of performance, usage of trade, or otherwise; NCC Group does not guarantee or warrant that use of the Services will find, locate or discover all system threats, vulnerabilities, malware and malicious software, and will not hold NCC Group responsible therefor;

2.1.5 the Services are not (i) fault-tolerant and are not designed or intended for use in any hazardous environments requiring fail-safe performance or operation; and (ii) for use in the operation of aircraft navigation, nuclear facilities, or communication systems, weapons systems, direct or indirect life-support systems, air traffic control, or any application or installation where failure could result in death, severe physical injury or property damage;

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2.1.6 NCC Group is solely responsible for all obligations to the Client in respect of the Services, including the provision of any maintenance and support services (where applicable);

2.1.7 it will at all times: (i) provide NCC Group with good faith cooperation and access to such information as may be reasonably required by NCC Group in order to provide the Services; and (ii) upon request by NCC Group, disclose to NCC Group the full list of its end users (if any). The Client hereby consents to NCC Group disclosing such information and list of end users to H3;

2.1.8 it will keep NCC Group informed of any suspected or actual violation of the Third Party VendorTerms and/or the Agreement; and

2.1.9 it shall comply, and shall ensure that any user shall comply, at all times, with H3 AI's Terms Of Service And License Agreement applicable to the Service, which may be found at https://horizon3.ai/terms-of-service/, as such form may be amended by H3 AI from time to time.

3 Intellectual Property

All Intellectual Property Rights in the Services and all reproductions, corrections, modifications, enhancements and improvements or derivative works of the Services, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill, including NCC Group's, H3 or its third party licensor's Intellectual Property Rights incorporated in the Reports and data related to the Client's usage of the Services (excluding Client Data), are the exclusive property of NCC Group, H3 and/or its third party licensors (as applicable). Through the Services, the Client does not obtain any rights in such technology or Intellectual Property Rights, other than the limited right to use the Services as contemplated under the licence expressly set out herein. The Client will not remove, alter, or obscure any proprietary notices (including copyright notices) of NCC Group, H3 and/or its third party licensors on any Reports or on any aspect of the Services. Any suggestions, recommendations, improvements, inventions and feedback made by the Client or on its behalf in connection with the Services are the sole property of H3, irrespective of the creator. Nothing in this Agreement shall be construed to transfer any ownership rights in the H3 IP to the Client.

4 Liability

The Client agrees that:

4.1 NCC Group's maximum liability arising out of or in connection with the Services whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence and also including under any indemnity, shall be limited to the greater of either (i) $1,000,000 USD, or (ii) the total amount of Fees actually paid by Client to NCC Group hereunder for the Services in the twelve (12) months preceding the applicable incident out of which the liability arose. For the avoidance of doubt: this clause 4 shall take precedence over the Liability clause in the NCC Group Master Services Agreement or the Short Form Terms and Conditions in respect of NCC Group's Liability for the Services only; and

4.2 NCC Group shall have no liability for any claims, damages, or losses arising from: (i) security breaches or cybersecurity events caused in whole or in part by the Client's configurations, environment, or third-party tools outside of NCC Group's control, provided always such breaches or cybersecurity events were not contributed to by NCC Group's acts or omissions; (ii) failure of the Client to implement security remediations or recommendations provided by either NCC Group or H3 in respect of the Services; or any and all unintended and unforeseen results obtained by the Client or any third party arising from or related in any way whatsoever from such use.

5 Indemnification

5.1 The Client, at its own expense, shall indemnify, defend, and hold harmless NCC Group, its Affiliates, and their respective officers, directors, employees, agents, and representatives from and against any and all claims, demands, suits, investigations, actions, losses, damages, liabilities, fines, penalties, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to: (i) any unauthorised access to, or use, processing, transmission, or disclosure of, Personal Data or Confidential Information due to the acts or omissions of the Client or its Personnel in connection with the Services where such acts or omissions are contrary to the terms of these Third Party Vendor Terms or the Agreement; (ii) the Client's use of the Services in a manner not expressly authorised under these Third Party Vendor Terms, the Agreement or otherwise in writing by NCC Group; or (iii) any gross negligence or wilful misconduct by the Client or its Personnel.

5.2 NCC Group, at its own expense, shall indemnify and defend the Client, and its Personnel from any third-party claim to the extent that such claim alleges that the Services infringe or misappropriate any third-party Intellectual Property Rights. NCC Group will have no liability for any infringement or misappropriation claim of any kind to the extent that it results from: (a) modifications to the Services made by a party other than H3 (unless authorised by H3 to make such modifications), if a claim would not have occurred but for such modifications, or (b) the combination, operation or use of the Services with equipment, devices, software or data not supplied or authorised for use by H3, if a claim would not have occurred but for such combination, operation or use.

5.3 Each party's indemnification obligations under this clause 6 are conditioned upon the indemnified party: (i) providing prompt written notice of the claim, specifying the nature of the claim in reasonable detail; (ii) co-operating with and permitting the indemnifying party to control the defence and settlement of the claim; and (iii) cooperating with the indemnifying party in such defence. The indemnifying party shall not settle or compromise any claim without the indemnified party's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned). In addition, the indemnified party may, at its own expense, participate in its defence of any claim.

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6 Suspension and Termination

6.1 NCC Group may suspend its performance of and/or access to and/or use of, the Services if: (i) NCC Group or H3 has reasonable grounds to believe that the Client's use of the Services poses a significant threat to the security, integrity, functionality or availability of the Services or any content, data or applications in the Services; (ii) the Client is in breach of clauses 2.1.1 or 2.1.2 of this Annex C; or (iii) H3 determines, in its sole discretion but always acting reasonably, that the Client has become a direct competitor of H3; provided, however, NCC Group will use commercially reasonable efforts under the circumstances to provide the Client with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension.

6.2 NCC Group may suspend its performance under the Statement of Work and/or terminate the Client's use of the Services or the Statement of Work at any time and without prior notice if the Client has breached the Agreement, including but not limited to in the event of delay of payment of Fees. NCC Group shall not be liable to the Client, or any third party, for the termination under this clause 6.2.

6.3 NCC Group reserves the right to immediately suspend the Services or terminate the Statement of Work without notice in its sole discretion at any time. NCC Group shall use reasonable endeavours to notify the Client as soon as practicable in the event of any such suspension or termination. NCC Group shall refund any pre-paid Fees (except Set Up Fees) covering the remainder of the Service Term after the effective date of termination where NCC Group has terminated the Statement of Work in accordance with this clause 6.3.

6.4 Upon expiry or earlier termination of the Statement of Work, the Client shall immediately discontinue use of the MSP Software and associated Virtual Machines and, without limiting the Client's obligations under the Agreement, Client shall destroy all MSP Software, associated documentation, Virtual Machines and as applicable, other H3 IP.

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