

NCC GROUP END USER TERMS AND CONDITIONS FOR THE SUPPLY OF MDR SERVICES (UK)

General Terms and Conditions

1 Contract Structure

- 1.1 Save where a contract is agreed and signed by both parties in relation to the Services, the contract pursuant to which NCC Group will provide the Services is comprised of the following:
- 1.1.1 the following clauses of these General Terms and Conditions: 1 (Contract Structure), 2 (Interpretation), 8 (Confidentiality & Publicity), 9 (Data Protection), 10 (Liability), 12 (Anti-Bribery and Modern Slavery), 13 (Third Party Rights), 14 (Force Majeure) and 15 (General) (the '**Core General Terms**');
 - 1.1.2 the Authorisation Form (if required by NCC Group);
 - 1.1.3 the Personal Data Form;
 - 1.1.4 the Statement of Works (and any documents expressly scheduled, annexed or appended thereto but not otherwise referred to in this clause 1.1);
 - 1.1.5 one or more applicable Service-Specific Modules (including any documents specifically identified in the Service-Specific Modules);
 - 1.1.6 any Service Description(s); and
 - 1.1.7 these General Terms and Conditions (other than the clauses set out at clause 1.1.1 above) (the '**Residual General Terms**'), (together the "**Contract**").
- 1.2 The Contract shall be interpreted with descending order of precedence given to the documents (or parts thereof) set out in clauses 1.1.1 to 1.1.7, and as visualised below only for illustrative purposes.

1.	General Terms & Conditions – Core General Terms
2.	Authorisation Form
3.	Personal Data Form
4.	Statement of Works + documents
5.	Service-Specific Module(s)
6.	Service Description(s)
7.	General Terms & Conditions – Residual General Terms

- 1.3 The Statement of Works constitutes an offer by NCC Group to supply the Services to the End User in accordance with the Contract. The Statement of Works shall be accepted by the End User on the earlier of:
- 1.3.1 the End User's written acceptance of the Statement of Works; or
 - 1.3.2 upon any act by the End User consistent with its acceptance of the Statement of Works, including a request to schedule Services, at which point and on which date the Contract shall come into existence.
- 1.4 The Contract shall:
- 1.4.1 constitute the entire agreement between the parties in relation to the Services;
 - 1.4.2 supersede any previous understanding or agreement relating to the Services (including any non-disclosure agreement, tender document or similar which is relevant to the Contract); and
 - 1.4.3 not be varied except:
 - (a) that the Core General Terms may be varied by a document (other than one listed at clause 1.1 above) signed by the parties' respective authorised signatories SAVE THAT, where the document is a separate data processing agreement, it is a condition of the Contract that it shall always remain subject to clause 10 (Liability); and
 - (b) that the documents listed at clauses 1.1.2 to 1.1.7 inclusive may be varied if in writing, signed by the parties' respective authorised signatories.
- 1.5 For the avoidance of doubt, no other terms and conditions (whether verbal or included on any document issued by the End User after the Statement of Works has been issued, including any purchase order) will apply in any way.

2 Definitions & Interpretation

- 2.1 The following definitions and rules of interpretation apply in the Contract:
- "Affiliate"** means, in respect of a party, any entity that directly or indirectly Controls or is Controlled by, or is under common Control with, another entity;
- "Anti-Bribery Laws"** means any and all statutes, statutory instruments, by-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) the aim of which is to prevent bribery and/or corruption in any jurisdiction;
- "Authorisation Form"** has the meaning given to it in clause 4.2;
- "Business Day"** means a day other than a Saturday, Sunday or public holiday in England;
- "Confidential Information"** means, together, the End User's Confidential Information, the End User's Customers' Confidential Information and/or NCC Group's Confidential Information;
- "Consultant"** means the identified individual(s) provided by NCC Group for the performance of the Services, whether they be an employee of NCC Group, an Affiliate or a Third Party Contractor;
- "Contract"** has the meaning given to it in clause 1.1;
- "Control"** means the ability to direct the affairs of an entity, whether by virtue of the ownership of the majority of shares in that entity or the legal power to direct or cause the direction of the general management of that entity and "**Controls**" and "**Controlled**" shall be construed accordingly;
- "Data Protection Legislation"** means the Data Protection Act 2018, UK GDPR, EU General Data Protection Regulation 2016/679 ("**GDPR**") and the Privacy and Electronic Communications (EC Directive) Regulations 2003, together with any related or ancillary legislation (in any relevant jurisdiction);
- "Deliverables"** means all reports, documents, papers, designs, software, and all other materials in whatever form, including hard copy and electronic form, agreed to be prepared by NCC Group as part of the Services;
- "Delete"** means deletion, destruction or, in the context of back-ups of data, ensuring said data is not readily available or accessible, e.g. by only holding it as part of encrypted general system back-ups which is not used to inform any decision relating to a Data Subject;
- "End User"** means the individual(s) and/or organisation(s) detailed as such in the Statement of Work;
- "End User's Confidential Information"** means any Information that relates (in whole or in part) to the End User, its business, its Affiliates or their respective businesses including details of the End User's systems/equipment, procedures, network configuration and topology, passwords, private encryption keys that are disclosed by or on behalf of the End User in connection with the Contract and/or the provision of the Services but excluding the End User's Customers' Confidential Information;

“End User’s Customer” means any direct customer or client of the End User;

“End User’s Customers’ Confidential Information” means any Information that relates (in whole or in part) to an End User’s Customer;

“Fees” means the fees payable by the End User to the Reseller in relation to the Services;

“General Terms and Conditions” means these general terms and conditions;

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in providing services of the same kind as the Services;

“Go Live Milestone” means in respect of a particular Service offering, the earlier of (i) 12 weeks from the date of acceptance of the applicable Statement of Works and (ii) the date NCC Group confirms in writing to the End User that the Set Up Services have been completed

“Indirect Client” means (i) an Affiliate of the End User, or, (ii) subject to clause 4.5, a third party on whose behalf an End User is procuring Services;

“Information” means confidential or proprietary information (whether written, oral, in electronic form or in any other media), including all tangible and intangible information designated as confidential by the discloser in writing and all other information which may, by its nature, be reasonably regarded as confidential but excluding personal data;

“Insolvency Situation” means a party:

- (a) enters liquidation;
- (b) has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets;
- (c) proposes to make arrangements with its creditors or goes into liquidation; or
- (d) suffers an event which is equivalent to any of the acts or events specified above in any jurisdiction;

“Intellectual Property Rights” (or **“IPRs”**) means all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition, copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, rights in formulae, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;

“Legitimate Recipient” has the meaning given to it in clause 6.3.1;

“Liability” means liability in or for breach of contract, Negligence, misrepresentation, tortious claim, restitution or any other cause of action whatsoever relating to or arising under or in connection with the Contract, including any liability under an indemnity, liability expressly provided for under the Contract or arising by reason of the invalidity or unenforceability of any term of the Contract (and for the purposes of this definition, all references to the Contract shall be deemed to include any collateral contract), and **“Liable”** shall be interpreted accordingly;

“NCC Group” means the NCC Group legal entity identified in the Statement of Works or, if no such entity is identified, NCC Group Security Services Limited registered in England & Wales with company number 04474600;

“NCC Group’s Confidential Information” means any Information that relates (in whole or in part) to NCC Group, its business, its Affiliates or their respective businesses in connection with the Contract and/or the provision of the Services, including pricing and details of NCC Group’s methodologies, however disclosed;

“Negligence” means the breach:

- (a) of any obligation, arising from the express or implied terms of a contract, to take reasonable care or exercise reasonable skill in the performance of the Contract; and
- (b) of any common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty);

“Personal Data” means personal data (as defined in the UK GDPR), to which NCC Group may (by or on behalf of the End User or Indirect Client) be granted or obtain access, during the course of the provision of the Services;

“Personal Data Form” has the meaning set out in clause 9.6 (also known as the **“GDPR Form”**) as amended or updated in accordance with clause 9.6;

“Report” has the meaning given to it in clause 6.3.1;

“Reseller” means the sale agent, sub-distributor or reseller who introduced the End User to NCC Group for the provision of the Services;

“Service Description” means a written description of one or more of the Services provided by NCC Group, usually entitled ‘Service Description’;

“Service Level(s)” the applicable service level(s) that shall apply to the Services as referred to in the Statement of Work or in the End User’s agreement with the Reseller;

“Service Level Start Date” means in respect of each Service Level, the date which is 4 weeks from the applicable Go Live Milestone (as defined in the Service Description) or such other date as is specified in the applicable Statement of Works;

“Service Portion” means any day, phase or part of the Services;

“Service-Specific Modules”, formerly known as ‘Services Modules’, contain additional terms and conditions that are specific to the Services and are appended to these General Terms and Conditions;

“Services” means the managed detection and response services to be performed by NCC Group in accordance with the Contract;

“Set Up Services” means the initial set up and installation services to be provided by NCC Group in respect of each Service offering, as set out in the Service Description and/or Statement of Works;**“Standard Contractual Clauses”** means either (i) the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, or (ii) Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018, and includes the UK Addendum to the EU Commission Standard Contractual Clauses;

“Start Date” has the meaning given to it in clause 5.1;

“Statement of Works” means the statement of works entered into by NCC Group and the End User for the Services;

“System” means the systems and networks which are relevant to 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, which definition shall be extended to include the scope of any definition of ‘System’ included in a relevant Service-Specific Module;

“Term” means the period during which the Services are provided by NCC Group;

“Third Party Contractor” means a third party engaged by NCC Group to provide Services to the End User or Indirect Client(s); and

“UK GDPR” means the GDPR as transposed into the national law of the United Kingdom through the operation of section 3 of the European Union (Withdrawal) Act 2018.

2.2 In the Contract (except where the context otherwise requires):

- 2.2.1 any words following the terms “including”, “include”, “for example” or any similar expression are by way of illustration and emphasis only and shall not limit the generality or extent of any other words or expressions;
- 2.2.2 headings shall not affect the interpretation of the Contract;
- 2.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 2.2.4 references to legislation (which includes statute and statutory provisions) includes any modification, extension, replacement or re-enactment of that legislation and any subordinate legislation made (before or after the Contract) under that legislation; and

- 2.2.5** any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

3 NCC Group Duties

- 3.1 NCC Group shall perform the Services using reasonable skill and care and in accordance with Good Industry Practice.
- 3.2 NCC Group will use reasonable endeavours to meet any timescales and/or completion dates as set out in the relevant Statement of Works for provision or completion of the Services or any part of them, however, time shall not be of the essence.
- 3.3 Whilst NCC Group will endeavour to have the same Consultant involved throughout provision of the Services, it reserves the right to replace that Consultant with individual(s) that singularly, or in combination, have at least the same qualification and experience.
- 3.4 If the Consultant is present on the End User's premises, NCC Group shall use reasonable endeavours to ensure that the Consultant complies with such reasonable site rules and procedures as are notified to NCC Group by the End User from time-to-time.
- 3.5 NCC Group shall undertake background screening checks in accordance with BS7858 in respect of Consultants as they join NCC Group if they will be involved in the delivery of the Services.
- 3.6 Subject to clause 3.8, NCC Group shall use reasonable endeavours to provide the MDR Services to the End User in accordance with the Service Levels contained in the agreement between the Reseller and the End User provided that any remedies for failure to meet the Service Levels shall only apply from the Service Level Start Date.
- 3.7 If NCC Group's provision of the MDR Services does not meet the applicable Service Levels after the Service Level Start Date, the Fees for the MDR Services shall be adjusted in accordance with the agreement between the Reseller and the End User. Schedule 1. Such adjustment shall be the End User's sole and exclusive remedy for such failure to meet the Service Levels and the End User hereby waives any other claim it may have against NCC Group or the Reseller for any failure to meet the Service Levels.

4 End User Duties

- 4.1 The End User shall comply with its duties and responsibilities contained in the Contract.
- 4.2 The End User may be required to complete a technical consent document (the "**Authorisation Form**") giving its consent to some or all of the Services including testing targets, dates and times. Authorisation Forms enable NCC Group's compliance with the Computer Misuse Act 1990 and ensure it has correct technical details concerning the Services. Authorisation Forms shall be signed and completed fully and accurately by the End User. Further details regarding the Authorisation Form may be given in the relevant Service-Specific Module. NCC Group shall not be required to schedule or provide any Services until the End User has signed the Authorisation Form. Notwithstanding the above, the End User hereby confirms that it authorises NCC Group to access programs and data held on the System.
- 4.3 It is a condition that the End User shall (i) notify relevant employees that the Services have been scheduled and that the employees may be monitored, and, (ii) obtain the consent of any relevant third parties to enable the Services to be performed, which may include its internet service provider(s) and any third-party suppliers of the System, and, when requested by NCC Group, provide written evidence of such consent.
- 4.4 The End User shall not, directly or indirectly, during the Term and for a period of six (6) months thereafter, solicit or offer any inducement to work for the End User or an End User's Affiliate to a Consultant or any employee of NCC Group (or any of NCC Group's Affiliates) with whom the End User had contact during the delivery of the Services. For the avoidance of doubt, this clause shall not prohibit either party from soliciting or hiring any person who responds to a general advertisement or solicitation not specifically directed at employees or a party of its Affiliates, including but not limited to advertisements or solicitations through newspapers, trade publications or job sites/apps.
- 4.5 Other than in respect of an Affiliate, or where it has NCC Group's prior written consent, the End User represents and guarantees that it is not procuring, and will not procure, the Services for a third party.
- 4.6 Where an End User is procuring Services on behalf of an Indirect Client it is a condition of the Contract that:
- 4.6.1 the Indirect Client will be disclosed in advance in writing to NCC Group and all details requested by NCC Group will be provided;
- 4.6.2 before the relevant Services commence the End User will ensure the Indirect Client acknowledges that it has no direct relationship with NCC Group or its Affiliates;
- 4.6.3 the End User will ensure the Indirect Client is aware that the disclosure of any relevant Report is at the End User's discretion; and
- 4.6.4 before the relevant Services commence the End User shall (i) ensure any Indirect Client is aware of, and accepts the Services on the basis of, the Contract, (ii) as relevant, procure the compliance by any Indirect Client with the terms of the Contract as if it were the End User (including, in particular, clauses 4.2, 4.3, 4.4, 4.5, 6.3, 6.4 and 8.6), (iii) as regards data protection, ensure that the Indirect Client is aware that, where the Indirect Client is a controller, any provisions in the Contract relating to the End User as a controller, particularly those set out in clause 9, shall be construed as if they were directly applicable between the Indirect Client as the controller and NCC Group as the processor and (iv) be responsible for any breaches of the Contract by Indirect Clients as if they were its own (and any act or omission of any Indirect Client shall be deemed to be the act or omission of the End User).
- 4.7 Given NCC Group has no direct relationship with an Indirect Client in relation to the Services we expect the End User to raise any concerns or claims on behalf of Indirect Clients; accordingly the parties agree:
- 4.7.1 the End User will bring any legal action, suit, claim or proceeding which an Indirect Client would otherwise have if it were a party to the Contract (each an "**Indirect Client Claim**") directly against NCC Group on behalf of such Indirect Client. Subject to the remainder of this clause 4.7, and clauses 4.5 and 4.6, for the purpose of any such Indirect Client Claim brought directly against NCC Group, losses suffered by such Indirect Client shall (if proven) be deemed losses suffered by the End User and shall be deemed recoverable against NCC Group;
- 4.7.2 the limitations and exclusions of liability contained in the Contract shall apply in aggregate to any claims brought by or on behalf of the End User and/or any Indirect Client, which claims shall not give rise to any increase in or multiplication of any cap placed upon NCC Group's liability; and
- 4.7.3 the End User 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 losses, damages, fines, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature (including negligence, tort, breach of contract and breach of statutory duty) suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of any claim or action brought against NCC Group or its Affiliates by or in connection with an Indirect Client other than in accordance with clause 4.7.1.

5 Commencement

- 5.1 The Services or, if applicable, each Service Portion will commence on the date set out in the Statement of Works unless otherwise agreed in writing between NCC Group and the End User (the "**Start Date**").

6 Deliverables & Intellectual Property Rights (IPRs)

- 6.1 NCC Group shall, unless otherwise stated in the Statement of Works or otherwise agreed in writing between the End User and NCC Group, provide any Deliverables to the End User within twenty-eight (28) days of completion of the Services.
- 6.2 NCC Group may discuss ideas with the End User or show the End User draft Deliverables for comment by the End User. NCC does this on the basis that the End User will not rely on and it will have no liability in respect of such discussions or drafts unless and until the content is finalised.
- 6.3 NCC Group consents to the End User disclosing:
- 6.3.1 a complete and unmodified report (being a Deliverable) ("**Report**") to any third parties which have a legitimate requirement to see the Report in order to support the End User such as an Indirect Client, a regulatory body, insurer or an End User's IT service provider, provided that they are not competitors of NCC Group ("**Legitimate Recipient**"); and
- 6.3.2 a summary of some or all of the Report (redacted where considered appropriate by NCC Group) with NCC Group's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned),

on the condition that: (i) the End User ensures all third parties are under an obligation to keep the Report confidential, and (ii) the End User ensures that third parties acknowledge that the Report is for the sole benefit of the End User and so NCC Group owes them no duty of care, and (iii) the End User is liable for any loss or damage suffered by NCC Group in connection with the disclosure of the Report by the End User to a third party. For the avoidance of doubt, NCC Group does not consent to any general dissemination or publication of the Report.

- 6.4 The parties agree that:
- 6.4.1 the ownership of IPRs which were in existence before the Start Date or which do not solely relate to the End User shall not transfer by virtue of the Contract save that those IPRs may be licensed in accordance with clause 6.4.3 to the extent incorporated into a Deliverable;
 - 6.4.2 any IPRs which come into existence as a result of the performance by NCC Group (and/or its Affiliates) of the Services shall belong to NCC Group (or, as appropriate its Affiliate(s));
 - 6.4.3 the End User is hereby granted a non-exclusive, non-transferable licence to copy and use Deliverables:
 - (c) for its internal purposes;
 - (d) to the extent set out in clause 6.3 (reports);
 - (e) as otherwise as necessary for the End User to use the Services for the purpose for which they are supplied; and
 - (f) in accordance with NCC Group's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned);
 - 6.4.4 NCC Group and its Affiliates are hereby granted a non-exclusive, non-transferable licence to use the End User's IPRs in the performance of the Contract and, similarly, the End User hereby warrants and represents that it shall procure that the Indirect Client licences its IPRs to NCC Group and its Affiliates on the same terms.

7 Fees & Payment

- 7.1 The parties acknowledge and agree that, subject to clause 7.2, the End User shall pay the Fees for the Services to the Reseller.
- 7.2 If the Reseller fails to pay any amount due to NCC Group in connection with the provision of the Services by NCC Group to the End User by the due date for payment (the "Overdue Fees") and remains in default for five or more Business Days after the Reseller has been notified that the payment is overdue, NCC Group shall notify the End User and NCC Group may suspend or terminate the Contract (and any licence granted under clause 6.4.3) immediately by giving notice to the End User.

8 Confidentiality & Publicity

- 8.1 Without the other's prior consent, neither the End User nor NCC Group shall make any public announcement that the Services are being provided.
- 8.2 Subject to clauses 8.3 and 8.4, neither party shall disclose (or permit its Affiliates, any Indirect Clients, employees, agents and sub-contractors to disclose) any Confidential Information entrusted to it by the other party.
- 8.3 Clause 8.2 shall not apply to (i) information already in the receiving party's possession, or (ii) which comes into the public domain, other than by breach of this obligation by the receiving party or its Affiliates, any Indirect Clients, employees, agents and sub-contractors, or (iii) which is disclosed to the receiving party by a third party lawfully entitled to disclose the same, or (iv) which is developed by the other party or its Affiliates, employees, agents or sub-contractors independently of the Confidential Information or (v) which is required to be disclosed by a court of competent jurisdiction, pursuant to any law or regulation or by the rules of any stock exchange or (vi) disclosure in the national interest.
- 8.4 Each party will, where necessary, be entitled to disclose Confidential Information and Personal Data to (i) its Affiliates and its and their employees, agents, sub-contractors, professional advisors, auditors or insurers, (ii) Indirect Clients, (iii) the Reseller and any third party which is to support the delivery of Services or NCC Group's operations (including cloud service providers such as Microsoft Azure and Amazon Web Services who may store and process data), and (iv) regulators, governmental bodies and certifying bodies, provided that each such party will use all reasonable endeavours to ensure that such a recipient of Confidential Information and Personal Data is under a duty of confidentiality no less onerous than as set out in the Contract.
- 8.5 NCC Group shall be under no obligation to retain (and may Delete) End User's Confidential Information, End User's Customers' Confidential Information or Personal Data (where NCC Group is the controller) from its systems after the Term.
- 8.6 If the End User intends to disclose Confidential Information to NCC Group that is controlled by export controls or regulations, or that NCC Group would otherwise be prohibited from disclosing to persons who are not citizens or permanent residents of the country in which the disclosure is to be made, the End User shall: (i) provide written notice to NCC Group of such intended disclosure, (ii) detail any associated controls, regulations or restrictions in said notice, and (iii) upon disclosure, mark any documents containing such information with an obvious restrictive legend.
- 8.7 Subject to the obligations of confidence set out above in this clause 8, nothing in the Contract will prevent or restrict NCC Group from (i) providing services the same as or similar to the Services to other clients, or (ii) using or sharing for any purpose any knowledge, experience or skills gained during or arising from the performance of the Services. The End User acknowledges that NCC Group shall have no obligation to provide any information in its possession that is subject to an obligation of confidence to a third party even if that information would be helpful to the End User or assist in the provision of the Services.

9 Data Protection

- 9.1 The terms 'controller', 'processor', 'data subject', 'personal data breach', 'processing' and 'appropriate technical and organisational measures' are as defined in the Data Protection Legislation.
- 9.2 The parties hereby acknowledge and agree that the type of Services delivered will determine who is the controller and processor. In respect of Indirect Clients, the End User's attention is drawn to clause 4.6.4.

End User controller; NCC Group processor

- 9.3 Where the End User is a controller and NCC Group (or the relevant Affiliate) is a processor of any Personal Data disclosed by the End User to NCC Group (or its Affiliates) for the purposes of the Contract then NCC Group (or the relevant Affiliate) shall use the Personal Data only for the purposes of fulfilling its obligations under the Contract and shall:
 - 9.3.1 subject to clause 9.3.5, process the Personal Data only in accordance with documented instructions from the End User, including with regard to transfers of personal data to a third country or to an international organisation. In that regard, the End User accepts and acknowledges that, in order to deliver the Services effectively and/or to meet the requirements of the Contract, NCC Group may, from time-to-time, need to transfer Personal Data into a third country or to an international organisation. The End User is referred to the relevant Service-Specific Module, Service Description and/or the Statement of Works which form part of the Contract and, unless it has informed NCC Group otherwise in writing, the End User hereby consents to any such transfers;
 - 9.3.2 only transfer Personal Data to a third country or international organisation if a finding of adequacy has been made in respect of the relevant country or if NCC Group has entered into contractual clauses which ensure a level of protection for personal data which is equivalent to the legal regime within the UK;
 - 9.3.3 put in place the appropriate technical and organisational measures required by the Data Protection Legislation necessary to ensure that the Personal Data is protected against accidental or unlawful loss, destruction, damage, unauthorised access, use, modification, disclosure or other misuse. NCC Group will provide its Information Security policy, or similar document, to the End User upon request;
 - 9.3.4 subject to clause 9.3.5, assist the End User to comply with its obligations set out in the Data Protection Legislation where the Data Protection Legislation requires NCC Group (as processor) to do so, taking into account the nature of processing and the information available to the NCC Group. In particular, NCC Group shall:
 - 9.3.4.1 notify the End User if, in NCC Group's opinion, an instruction of the End User infringes the Data Protection Legislation;
 - 9.3.4.2 provide information requested by the End User to enable it to respond to requests to exercise rights of data subjects made pursuant to the Data Protection Legislation as soon as reasonably practicable following receipt of a written request from the End User; and
 - 9.3.4.3 notify the End User within 2 (two) Business Days of NCC Group becoming aware of a Personal Data breach, as defined in the Data Protection Legislation, by NCC Group, or any of its Affiliates. NCC Group will investigate any such Personal Data breach and provide a report to the End User setting out the results of such investigation as soon as reasonably practicable;

- 9.3.5 not be required to assist with the End User's own security, technology and related processes, in respect of which NCC Group has no insight other than as required by the Data Protection Legislation. NCC Group shall provide reasonable assistance pursuant to clause 9.3.4 free of charge;
- 9.3.6 permit the End User to conduct audits as required pursuant to the Data Protection Legislation. Any audit by the End User shall be conducted no more frequently than once a year (unless such audit is being carried out as a result of an actual or suspected breach by NCC Group of the Data Protection Legislation in which case there shall be no limit on the number of audits the End User is entitled to conduct) requiring no more than 2 (two) Business Days' input by NCC Group and shall be carried out on no less than 10 (ten) Business Days' notice and during NCC Group's usual business hours.
- 9.4 In the circumstances described in clause 9.3 above, and subject to clause 9.3.6, if Personal Data may be processed by another person under NCC Group's instruction (the "**Sub-processor**"), NCC Group shall obtain prior authorisation (such authorisation not to be unreasonably withheld or delayed) from the End User. Accordingly, the End User hereby authorises NCC Group to appoint: (i) its Affiliates, (ii) those entities identified in a relevant Service-Specific Module, Service Description or Statement of Works and (iii) those entities listed at www.nccgroup.com/subprocessors, as Sub-processors. NCC Group shall ensure such processing is governed by a contract or other legal act with obligations materially equivalent to those set out in the Contract and shall remain liable to the End User for the performance of any Sub-processors.
- 9.5 The End User warrants to NCC Group (and its Affiliates) that in order to disclose any personal data to NCC Group (and its Affiliates) and to otherwise allow NCC Group (and its Affiliates) to carry out its obligations under and incidental to the Contract, the End User:
- 9.5.1 has all requisite authority and has obtained and will maintain (including by way of incorporating into all materials and processes through which Personal Data is captured) all necessary consents required, or otherwise has a valid lawful basis for such disclosure under the Data Protection Legislation;
- 9.5.2 will immediately notify NCC Group should any such consents be revoked, including where any data subjects exercise their right to object to the processing of their personal data by NCC Group or its Sub-processors;
- 9.5.3 has fully complied with all of its obligations under the Data Protection Legislation; and
- 9.5.4 shall not do or omit to do anything that would place NCC Group in breach of the Data Protection Legislation, the Computer Misuse Act 1990, the Regulation of Investigatory Powers Act 2000 or any other relevant laws.
- 9.6 Pursuant to Article 28(3) of UK GDPR, certain information in respect of the processing to be carried out by NCC Group on behalf of the End User must be set out in the Contract. To comply with this requirement, the End User shall complete and return such information via a form that is contained within the Statement of Works (the "**Personal Data Form**"). If the End User: (i) does not complete and return the Personal Data Form, (ii) fails to comply with the requirements set out in clause 9.5.1, or (iii) gives notice pursuant to clause 9.5.2, then NCC Group will proceed to deliver the Services without processing any personal data on behalf of the End User to the extent technically possible and commercially reasonable. The Fees shall remain payable in full. The End User shall promptly notify NCC Group of any changes relating to the processing of personal data by NCC Group in the course of providing the Services by completing and returning a new copy of the Personal Data Form.
- 9.7 Unless otherwise required pursuant to the Data Protection Legislation or other applicable laws, NCC Group shall retain the Personal Data for the duration of the Services and thereafter may retain the Personal Data for a reasonable period and/or Delete the data without further reference to the End User.

End User controller; NCC Group controller

- 9.8 In certain circumstances, NCC Group may act as controller when processing personal data. This includes:
- 9.8.1 when providing managed intelligence services;
- 9.8.2 processing contact details in order to manage the relationship between the parties and for associated purposes such as sales/marketing; and
- 9.8.3 processing any Personal Data contained within the Deliverables.
- 9.9 In certain circumstances, the End User may act as controller when processing NCC Group personal data. This includes:
- 9.9.1 consultant screening/vetting information where the End User has an agreed requirement for, and/or a legal basis to conduct, screening in addition to the screening NCC Group already conducts;
- 9.9.2 contact details processed in order to manage the relationship between the parties; and
- 9.9.3 any personal data contained within the Deliverables.
- 9.10 This section sets out the responsibilities on and the between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the "**Data Discloser**") may disclose to the other party Disclosed Personal Data collected by the Data Discloser for the Services. In this clause 9, "**Disclosed Personal Data**" means the personal data to be shared between the parties in the circumstances described at clauses 9.8 and 9.9 which will can include names, past and present contact details, educational history and job history.
- 9.11 Each party shall:
- 9.11.1 ensure that it has all necessary notices and legal bases in place to enable lawful transfer and processing of the Disclosed Personal Data;
- 9.11.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- 9.11.3 ensure compliance with any other legal obligations required under the Data Protection Legislation.
- 9.12 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- 9.12.1 promptly inform the other party about the receipt of any data subject access request;
- 9.12.2 provide the other party with reasonable assistance in complying with any data subject access request;
- 9.12.3 provide reasonable assistance to the other party, at the cost of the other party, when responding to appropriate requests from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators; and
- 9.12.4 provide the other party with the contact details of at least one employee as point of contact and their responsible manager for all issues arising out of the Data Protection Legislation, including any requirements for reasonable assistance as per this clause 9.12.
- 9.13 NCC Consultants' personal data will not be held for more than 3 months after each Consultant's direct involvement with an End User has ceased, unless the End User informs NCC Group of any legal obligations which require the retention of this personal data. This data will not be used for any other purposes and the data will only be shared on a strict need to know basis.
- 9.14 NCC Group shall be under no obligation to retain (and may Delete) End User's Confidential Information or End User's Customers' Confidential Information from its systems after the Term.

Standard Contractual Clauses

- 9.15 All applicable transfers of Personal Data out of the European Union, European Economic Area, United Kingdom, and/or Switzerland to provide and/or facilitate the Services shall be governed by the Standard Contractual Clauses applicable to the transfer. For clarity, the Standard Contractual Clauses prevail over any other Contract Terms where they are applicable.

10 Liability

- 10.1 This clause 10 prevails over all other clauses and sets forth the entire Liability of NCC Group and its Affiliates, howsoever arising, in connection with the Contract subject only to terms contained in the Service-Specific Modules which may contain additional exclusions from NCC Group's liability which shall apply as set out therein. The limitations of Liability under this clause 10 have effect in relation to both any Liability expressly provided for under the Contract and to any Liability arising by reason of the invalidity or unenforceability of any terms of the Contract.
- 10.2 Neither party excludes nor limits any liability for:
- 10.2.1 death or personal injury to the extent that it results from Negligence; or
- 10.2.2 any fraud or fraudulent misrepresentation; or

- 10.2.3 any other liability that cannot be excluded by law.
- 10.3 Except as provided for in clause 10.2, and subject to clause 10.4 and any exclusions contained in the Service-Specific Module(s), NCC Group's total Liability shall not exceed either the applicable financial limit for each category of liability specified below or, in connection with the Contract in aggregate, the sum of £2,000,000 (two million pounds). Subject to the aforesaid aggregate limit, NCC Group's Liability for each of the following categories shall be limited as follows:
- 10.3.1 in respect of Liability for loss of or damage to tangible property (including real property) the sum of £1,000,000 (one million pounds);
- 10.3.2 in respect of Liability for infringement of a third party's intellectual property rights the sum of £1,000,000 (one million pounds);
- 10.3.3 in respect of Liability for loss or damage relating to End User's Confidential Information the sum of £1,000,000 (one million pounds);
- 10.3.4 in respect of Liability for loss or damage relating to End User's Customers' Confidential Information (if applicable) the sum of £500,000 (five hundred thousand pounds); and
- 10.3.5 in respect of Liability for loss or damage relating to personal data the sum of £1,000,000 (one million pounds).
- 10.4 Except as provided in clause 10.2 above, NCC Group shall not be Liable for:
- 10.4.1 any acts or omissions of the Reseller;
- 10.4.2 any loss, claims, demands, actions, costs, expenses or liabilities arising from or in connection with any materials and/or instructions supplied by (i) the End User, (ii) the Reseller, (iii) any Indirect Client or (iv) any third party acting on behalf of the End User or Indirect Client, which are incomplete, incorrect, inaccurate, illegible or defective in any other way;
- 10.4.3 loss of (i) actual or anticipated profits or (ii) revenue;
- 10.4.4 (i) loss of goodwill or (ii) damage to reputation;
- 10.4.5 loss of (i) business or (ii) contracts;
- 10.4.6 loss of anticipated savings;
- 10.4.7 loss, deletion or corruption of any data and/or undertaking the restoration and/or recovery of data or software restoration;
- 10.4.8 any special, indirect or consequential loss;
- and each such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of doubt, clauses 10.4.1 to 10.4.7 above apply whether such damage is direct, indirect, consequential or otherwise.
- 10.5 Subject to NCC Group's obligation to perform the Services with reasonable skill and care, and in accordance with the terms of the Contract, the End User accepts and acknowledges that all Services performed by NCC Group reflect the state of the End User's systems, software, data, processes, infrastructure etc. (as relevant to the Services concerned) as at the date that the Services are provided, and that the nature of the Services means that any results provided may not be exhaustive. The End User further accepts and acknowledges that the Services reflect the level of information reasonably available to NCC Group when performing the Services. As such, NCC Group does not warrant or guarantee the accuracy of the Services beyond the date that they were performed, nor does NCC Group represent, warrant or guarantee that any findings and conclusions contained in the Deliverables are exhaustive.

11 Termination

- 11.1 NCC Group reserves the right to immediately suspend, delay or withdraw from the Services without notice if, in its opinion (acting reasonably), information required for satisfactory completion of the Services and requested by NCC Group in writing is either not promptly provided or is inaccurate or inadequate PROVIDED THAT the End User has been given (where reasonably possible) not less than ten (10) days' notice of NCC Group's intention to suspend, delay or withdraw and the End User has failed to remedy failure within the ten (10) days of being notified or (ii) the End Client is in breach of the Contract and the End User has failed to remedy such breach within the ten (10) business days of being notified of such breach.

12 Anti-Bribery and Modern Slavery

- 12.1 Both parties will comply with:
- 12.1.1 all applicable Anti-Bribery Laws and neither party will offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act; and
- 12.1.2 any applicable anti-slavery legislation (including the Modern Slavery Act 2015). NCC Group is committed to ensuring that there is no modern slavery or human trafficking in its supply chains or in any part of its business and its Anti-Slavery Policy and Human Trafficking Statement are publicly available on its website.

13 Third Party Rights

- 13.1 The parties do not intend that any term of the Contract will be enforceable by any person who is not a party to the Contract under the Contracts (Rights of Third Parties) Act 1999 other than NCC Group's Affiliates.

14 Not used

15 General

- 15.1 All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. Subject to clause 10.2, neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person) which is not expressly set out in the Contract and the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract.
- 15.2 Any notice sent under the Contract shall be in writing (i) addressed to the other party at its registered office or principal place of business or such other address as may be notified by each party to the other time-to-time or (ii) if sent to NCC Group by email, it shall be addressed to legalteam@nccgroup.com. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand, by e-mail or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, and, (b) if sent by e-mail, at 11.00 am on the first Business Day after sending, (c) if sent by pre-paid first-class post or other next working day delivery service, at 11.00 am on the second Business Day after posting or at the time recorded by the delivery service. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 15.3 A delay in exercising, or failure to exercise, a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 15.4 Save where the End User merges, is acquired or has substantially all of its assets acquired by a separate legal entity and the new entity or acquirer agrees to assume all of their obligations and liabilities under the Contract, it may not assign, transfer, charge or deal in any other manner with any of its rights under the Contract without having obtained the prior written consent of NCC Group.
- 15.5 Notwithstanding clause 15.4, NCC Group shall be entitled to sub-contract some or all of the Services to any of its Affiliates without the prior written consent of the End User provided that NCC Group remains liable for the acts or omissions of its Affiliates as if they were NCC Group's own acts or omissions.
- 15.6 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.

15.7 The Contract shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts, except for enforcement proceedings where the English courts shall have non-exclusive jurisdiction.

**END-USER SERVICE-SPECIFIC MODULE
MANAGED DETECTION AND RESPONSE SERVICES**

Supplementing NCC Group End User Terms and Conditions for the Supply of MDR 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 Managed Detection & Response 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.
- 1.3 Clauses 1 to 11 of this Service-Specific Module apply to all Managed Detection and Response Services. The Schedules attached to this Service-Specific Module set out additional terms and conditions that are applicable to the relevant MDR Service Offerings, including, if applicable, Cyber Threat Management Services (CTM Services), Managed Endpoint Detection & Response Services (EDR), SIEM Threat Detection Services (SIEM), Managed Intelligence Services (MIS), Retained Incident Response Services (RIR Services) and Continuous Vulnerability Monitoring Services (CVMS).
- 1.4 To the extent that there is any conflict between (i) Clauses 1-11 of this Service-Specific Module and (ii) a Schedule to this Service-Specific Module, the relevant Schedule shall take precedence in respect of the applicable MDR Service Offering to which it relates.

2 Definitions:

“**Alert**” means a response to the correlation of one or more individual Events processed by an MDR Service Offering, generated by such MDR Service Offering where a potential situation requires analysis and investigation;

“**CIRT**” means NCC Group’s cyber incident response team;

“**Contract Year**” means in respect of a particular MDR Service Offering, each successive period of 12 months from the Relevant Go Live Milestone during which that MDR Service Offering is to be provided;

“**Event**” means an individual item of machine data which is generated as a response to an action, change or series of actions and changes made to an IT system or network providing visibility as to the timing and nature of the action or change;

“**False Positive**” means an alarm which is generated indicating that a security incident has occurred which subsequent investigation determines is incorrect;

“**Go Live Milestone**” means in respect of a particular MDR Service Offering, the earlier of (i) 12 weeks from the date of acceptance of the applicable Statement of Works and (ii) the date NCC Group confirms in writing to the End User that the Set Up Services have been completed;

“**MDR Portal**” means the NCC Group Assist Live portal (or any alternative portal) made available for access by the End User as part of the MDR Services, for the purposes of providing secure communications, information exchange, incident management (ticket and incident data), and real time performance metrics;

“**MDR Services**” or “**Managed Detection & Response Services**” means the portfolio of managed detection and response services and/or the XDR Services (as relevant) to be delivered by NCC Group from the SOC and/or CIRT, as described in the relevant Service Description and which are the subject of the Contract;

“**MDR Service Offering**” means an individual service offering which forms part of the MDR Services;

“**Normal Office Hours**” means 8am – 6pm (GMT) on any day which is a Working Day;

“**Onboarding Form**” means the applicable onboarding form requesting pre-Service information from the End User, to be completed by the End User and returned to NCC Group within 5 (five) Working Days of receipt from NCC Group;

“**Relevant Go Live Milestone**” means the date which is the earliest of the respective Go Live Milestones for all MDR Services to be provided under the Contract;

“**Relevant Systems**” means any systems, networks, hardware or software which the End User requires to be monitored or investigated (as applicable) as part of the MDR 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;

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

“**Service Description**” means the service description applicable to the MDR Services and which forms part of the Contract, as updated by NCC Group from time to time;

“**Site(s)**” means the location(s) which the End User has advised NCC Group in the Onboarding Form that the NCC Equipment will be located or, where no such site is stated in the Onboarding Form, such location(s) as agreed between the parties;

“**SOC**” means NCC Group’s 24-hour security operations centre;

“**Working Day**” means any day other than a Saturday, a Sunday or any day which is a bank holiday in and Wales; and

“**Working Hours**” means a period of 8 hours during Normal Office Hours.

3 End User’s Duties

- 3.1 The End User agrees:
 - 3.1.1 to complete and return to NCC Group the relevant Onboarding Form by the End User within 5 Working Days of receipt from NCC Group;
 - 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 MDR Services;
 - 3.1.3 without prejudice to clause 3.1.2:
 - 3.1.3.1 to obtain, prior to the 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 MDR 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 Start Date, to notify relevant employees that the MDR 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 MDR Services;
 - 3.1.3.4 to ensure that its Relevant Systems shall use Western character sets (and that NCC Group shall not be required to carry out the MDR Services on Relevant Systems which use non-Western character sets) for the duration of the MDR Services;
 - 3.1.3.5 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 Systems and any other applicable systems, who shall act as liaison between the End User and NCC Group;
 - 3.1.3.6 to inform NCC Group of any network or infrastructure changes that may impact the MDR Services or NCC Group’s ability to provide the MDR Services;
 - 3.1.3.7 to provide feedback to NCC Group from investigations carried out when an incident reported via the MDR Services is found to be a False Positive; and

- 3.1.3.8 at all times to co-operate with NCC Group and to provide NCC Group promptly with such other relevant information and appropriate log files about the Systems, network, premises, equipment, data structures, protocols, software, hardware and firmware as is reasonably required by NCC Group;
- 3.1.4 to comply with its obligations in respect of any NCC Equipment as set out in the applicable Schedule to this Service-Specific Module or otherwise in this Contract;
- 3.1.5 where the MDR Services are to take place on the End User's premises:
 - 3.1.5.1 to ensure that a suitable working space is provided for the Consultant(s) which shall include (without limitation) a desk and network access where appropriate; and
 - 3.1.5.2 to indemnify, keep indemnified and hold harmless NCC Group and its Affiliates 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 without limitation costs of enforcement) and expenses which NCC Group incurs or suffers directly or indirectly 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 End User's failure to provide safe premises;
- 3.1.6 to only use the MDR Services in support of the End User's own business operations;
- 3.1.7 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 End User. In the event of any conflict between such policy or terms and the remainder of the Contract, the remainder of the Contract shall take precedence; and
- 3.1.8 that NCC Group may retain information or data resulting from the MDR Services to the extent that it reasonably requires it to improve its managed detection and response services generally.

3.2 The End User 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, but not limited to, claims for alleged or actual infringement of Intellectual Property Rights), 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 suffered, incurred or sustained by NCC Group (or its Affiliates) directly or indirectly as a result of the failure by the End User to comply with its obligations under this clause 3.

4 NCC Duties

- 4.1 NCC Group shall notify the End User if any threat or malicious activity is detected through the MDR Services in accordance with the reporting mechanisms and principles agreed with the End User in the Onboarding Form and in line with the Service Description for MDR Services.
- 4.2 NCC Group will not be required to travel to such countries listed as "Advise against all travel" or "Advise against all but essential travel" by the Foreign Commonwealth Office (FCO) in its travel advice or to those countries where travel is restricted in accordance with NCC Group's internal policies.

5 NCC Group Equipment

- 5.1 NCC Group (or its Affiliates) may temporarily provide hardware to the End User to assist in delivery or performance of the Services (the "NCC Equipment"). In such cases, this clause 5 shall apply.
- 5.2 NCC Group consents to the End User using the NCC Equipment, solely in relation to the Services, for such period as may be agreed (or, in the absence of agreement, for so long as NCC Group stipulates) (the "NCC Equipment Term"). The NCC Equipment shall at all times be and remain NCC Group's exclusive property and shall be held by the End User in safe custody and an appropriate environment at End User's own risk and maintained and kept in good condition until returned to NCC Group. The NCC Equipment shall not be disposed of or used other than in accordance with NCC Group's written instructions or authorisation.
- 5.3 A return-to-base warranty is provided for all NCC Equipment for the NCC Equipment Term. The End User acknowledges and agrees that it shall return the NCC Equipment to NCC Group within 14 (fourteen) days of the NCC Equipment Term ending. Delivery to the End User is at NCC Group's cost and any return of the NCC Equipment is at the End User's cost. On returning of the NCC Equipment, risk in the NCC Equipment shall pass to NCC Group once the End User has received written signed acknowledgement of receipt of the NCC Equipment.

6 Cancellation and Termination

- 6.1 The MDR Services cannot be cancelled.
- 6.2 The MDR Services cannot be postponed by the End User beyond the Start Date save by mutual agreement in accordance with the Change Control Procedure set out in clause 7 below.

7 Change Control Procedure

- 7.1 A change to the Contract, Services 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, the End User and the Reseller (where the Change will impact the Fees) 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 End User, or a recommendation for a Change from NCC Group.
- 7.3 Any written request from the End User shall include sufficient detail to enable (i) NCC Group to reasonably assess the impact of such Change on the MDR Services, the Deliverables and the Contract and (ii) the Reseller to reasonably assess the impact of such Change on the Fees.
- 7.4 Where a written request for a Change is received from the End User, 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 End User 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 End User 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 contract to the extent specified in such Change Control Note.

8 MDR Portal

- 8.1 NCC Group grants to the End User during the Term a non-exclusive, royalty free, licence to access and use the MDR Portal solely to the extent necessary to receive the MDR 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 MDR Portal remains with NCC Group and nothing in the Contract will operate to transfer to the End User or to grant to the End User any other licence or right to use the MDR Portal.
- 8.3 NCC Group may at its absolute discretion suspend the End User's access to the MDR Portal at any time if the End User uses the MDR Portal in breach of the Contract or the applicable acceptable use policy.
- 8.4 The End User shall ensure that its access credentials for the MDR Portal are stored securely and only used by authorised employees and are not shared with any other person. The End User shall take all reasonable steps to prevent any unauthorised access to the MDR Portal and will immediately notify NCC Group if it becomes aware of any such access.

9 Liability

- 9.1 NCC Group shall not be liable for any:
 - 9.1.1 loss of or damage to the End User's, its agents' and/or its subcontractors' property caused directly or indirectly by the NCC Equipment; or
 - 9.1.2 disruption to the Relevant Systems or any loss of or corruption to any data and/or software during the period of the MDR Services; or
 - 9.1.3 use or misuse of information accessed due to another party being informed of or gaining access to the End User's user names and passwords in connection with the MDR Portal.
- 9.2 The End User accepts and acknowledges that the MDR 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 MDR 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 Consultants will not be legally qualified. As such, the End User accepts and acknowledges that, while NCC Group and the Consultants may give opinions and recommendations based on its industry experience and expertise, the MDR Services and any associated Deliverables do not constitute legal advice, and the End User is advised to seek such independent legal advice if it feels it necessary to do so.

10 Industry Notifications

- 10.1 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 MDR 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 End User or which might reasonably be expected to identify the End User. 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 End User regarding confidentiality and data protection, or any other provision of the Contract unless it is required to do so by law.

Schedule A – CYBER THREAT MANAGEMENT SERVICES

1 Contract Structure and Interpretation

- 1.1 This Schedule A sets out the additional terms and conditions applicable to Cyber Threat Management Services and is to be read in conjunction with the remainder of this Service-Specific Module.
- 1.2 Capitalised terms in this Schedule shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise herein.

2 Definitions:

“**Cyber Threat Management Services**” or “**CTM Services**” means the process of assessing the Relevant Systems for malicious traffic using (i) network detection technology, (ii) proprietary threat intelligence and (iii) remote analyst reviews, triage & investigation of threats;

“**CTM Software**” means NCC Group’s intrusion detection software installed upon NCC Equipment and provided by NCC Group to End User for the purposes of the CTM Services; and

“**NCC Group VPN**” means the virtualised private network connecting the NCC Equipment to the SOC.

3 NCC Equipment

- 3.1 Prior to the Start Date, NCC Group shall deliver the NCC Equipment to the Site specified within the Onboarding Form. Any delivery dates given by NCC Group are estimates only, and delivery shall be deemed to have occurred when the NCC Equipment arrives at the specified Site.
- 3.2 If the End User fails to take delivery of the NCC Equipment, NCC Group may (i) arrange (at the End User’s cost) for the return and storage of the NCC Equipment until such other date for delivery is agreed between the parties or (ii) treat the Contract as repudiated and dispose of the NCC Equipment in any way it sees fit, including by sale to another End User.
- 3.3 The End User shall:
- 3.3.1 notify NCC Group in writing of any fault or damage to the NCC Equipment within five (5) Working Days of deemed delivery and, at the request of NCC Group, return the NCC Equipment to NCC Group or make the NCC Equipment available for collection and/or inspection;
- 3.3.2 correctly install and configure the NCC Equipment to the System such that the NCC Group VPN to be able to connect to the System; and
- 3.3.3 ensure that any hardware and/or software which is included or interoperable with the NCC Equipment is in good working order and functions fully and properly in accordance with the relevant manufacturer user manuals.
- 3.4 NCC Group shall, upon request, provide remote only support services in connection with the installation and configuration of the NCC Equipment and CTM Software, subject to the payment of additional charges where such support exceeds Working Hours on one Working Day in aggregate.
- 3.5 Subject to the NCC Equipment being correctly installed and configured, NCC Group shall connect the NCC Group VPN to the System to receive alerts generated by the NCC Group intelligence feed.
- 3.6 The NCC Equipment shall at all times be and remain NCC Group’s exclusive property. Subject to the End User’s compliance with this clause 3, NCC Group shall grant the End User a non-transferrable, revocable right:
- 3.6.1 to install and configure the NCC Equipment to the Relevant Systems; and
- 3.6.2 to use the NCC Equipment, solely in relation to the Relevant Systems and/or the Services and in accordance with the manufacturer instructions and as otherwise expressly instructed by NCC Group.
- 3.7 The End User agrees that it shall not:
- 3.7.1 use the NCC Equipment for any purpose other than for the CTM Services; and
- 3.7.2 use the NCC Equipment in accordance with the Contract and as expressly directed by NCC Group and the manufacturer user manuals;
- 3.7.3 modify, relocate or otherwise tamper with any NCC Equipment unless such modification, relocation or tampering is undertaken under the supervision of a Consultant; and
- 3.7.4 void any applicable manufacturer warranties.
- 3.8 The NCC Equipment shall be held by the End User in safe custody at End User’s own risk and maintained and kept in good condition until returned to NCC Group and shall not be disposed of or used other than in accordance with NCC Group’s written instructions or authorisation. Without prejudice to the generality of the foregoing, the End User agrees that it shall:
- 3.8.1 ensure that the NCC Equipment remains at the Site and shall not be relocated without the prior written consent of NCC Group;
- 3.8.2 ensure that the NCC Equipment is kept in a suitable secure location;
- 3.8.3 allow NCC Group and/or its appointed agents and contractors (on reasonable notice during Normal Office Hours) to attend the premises where the NCC Equipment is or may be stored to repair, recover, retrieve, replace or inspect the condition of the NCC Equipment;
- 3.8.4 be responsible for any damage to or loss of the NCC Equipment from the point of deemed delivery to the End User until the safe return of the NCC Equipment to a location requested by NCC Group in writing, and accordingly shall at all times maintain in full force adequate insurance cover in respect of any and all loss of and/or damage to the NCC Equipment during such period. Such insurance shall be to the full replacement value of the NCC Equipment.
- 3.9 NCC Group shall, subject to clause 3.10, provide NCC Equipment which is in good working order and use reasonable endeavours to provide replacement NCC Equipment as soon as reasonably practicable, but in any event within 10 Working Days of receipt of the notification from the End User of the relevant fault or damage.
- 3.10 NCC Group shall not be required to repair or replace faulty or damaged NCC Equipment if:
- 3.10.1 the NCC Equipment is damaged or a fault has occurred due to the improper use, handling, alteration, installation, repair, maintenance or storage of the NCC Equipment as determined by NCC Group (acting reasonably);
- 3.10.2 the End User, its personnel, agents and/or contractors use the NCC Equipment for purposes other than permitted under this Contract, the manufacturer user manuals or the express instructions of NCC Group;

- 3.10.3 the End User (or its appointed agent or contractor) has incorrectly installed the NCC Equipment to the Relevant Systems;
 - 3.10.4 the End User fails to notify NCC Group of any loss or damage to the NCC Equipment within the timescales required under clause 3.9;
 - 3.10.5 the manufacturer deems that the warranty has been voided;
 - 3.10.6 the End User makes further use of the NCC Equipment after discovering any fault or damage; or
 - 3.10.7 NCC Group (acting reasonably) determines that the fault or damage to the NCC Equipment is negligible and does not impact the delivery of the CTM Services, and in such circumstances any replacement of the NCC Equipment by NCC Group shall be at NCC Group's sole option, and shall be charged to the End User at full retail cost plus reasonably incurred fees for such replacement.
- 3.11 Upon expiry or termination of the Contract, the End User shall (at its own cost and risk) return by reputable courier the NCC Equipment to the location specified in writing by NCC Group within ten (10) Working Days of the Services ceasing (the "**Return Period**"). The NCC Equipment shall be deemed to have been returned to NCC Group when the NCC Equipment arrives at the specified location. Risk in the NCC Equipment shall not pass to NCC Group until NCC Group has issued written signed acknowledgement of receipt.
- 3.12 The End User shall be liable for all errors, failures and damage to the NCC Equipment that is detected by NCC Group and notified to the End User within thirty (30) days of the return of the NCC Equipment, save where such errors, failures or damage can reasonably be attributed to an inherent failure or error in the NCC Equipment.
- 3.13 If NCC Group does not receive the NCC Equipment:
- 3.13.1 within the Return Period; and
 - 3.13.2 in good cosmetic condition; and
 - 3.13.3 in good working order as determined by NCC Group in its reasonable opinion, taking into consideration fair wear and tear; and
 - 3.13.4 with any warranty sticker still intact and untampered with,
- then the End User shall be liable to pay to NCC Group either (i) the then replacement value of the NCC Equipment as at the end of the Return Period where the Contract has expired; or (ii) the then current full retail price of the NCC Equipment as at the end of the Return Period, upon earlier termination of the Contract.
- 3.14 Save as may be otherwise agreed between the parties, a return-to-base warranty is provided for all NCC Equipment for the duration of the Term. The return to base is at the End User's cost and return to End User is at NCC Group's cost.

4 CTM Software

- 4.1 NCC Group grants to the End User a non-exclusive, non-transferable licence for the Term to use the CTM Software solely in relation to the CTM Services and for no other purpose.
- 4.2 Ownership of all Intellectual Property Rights in the CTM Software remains with NCC Group and nothing in the Contract will operate to transfer to the End User or to grant to the End User any other licence or right to use the CTM Software.
- 4.3 NCC Group may at its absolute discretion suspend the End User's access to the CTM Software at any time if the End User uses the CTM Software in breach of the Contract or the applicable acceptable use policy.

5 Data

- 5.1 The End User shall take such measures to ensure that the network traffic does not exceed such level as stated in the relevant Statement of Works. In the event that the network traffic does exceed such agreed levels the NCC Group shall not be required to provide any Services in respect of the excess network traffic nor be responsible for monitoring the same unless agreed otherwise under the Change Control Procedure.
- 5.2 NCC Group shall not be responsible for any loss, destruction or unlawful disclosure of any data captured and stored within the NCC Equipment and/or CTM Software (i) while it is at the Site and (ii) during such period of transit from the Site to NCC Group.
- 5.3 NCC Group shall return or permanently erase (as instructed by the End User in writing) the data captured and stored within the NCC Equipment and/or CTM Software as part of the Cyber Threat Management Services as soon as is reasonably practicable upon expiry or termination of the Contract. NCC Group shall be permitted to permanently erase the data without any liability to the End User (and the End User shall grant NCC Group remote access to the Relevant Systems for the purposes of so doing) unless the End User provides written notice to NCC Group confirming that the data is to be returned to the End User within ten (10) Working Days of expiry or termination of the Contract or applicable Statement of Works (whichever is earlier)

SCHEDULE B MANAGED ENDPOINT DETECTION & RESPONSE

1 Contract Structure and Interpretation

- 1.1 This Schedule B sets out the additional terms and conditions applicable to Managed Endpoint Detection & Response Services and is to be read in conjunction with the remainder of this Service-Specific Module.
- 1.2 Capitalised terms in this Schedule shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise herein.

2 Definitions:

“**Endpoint Software**” means third party end point detection technology, which comprises Endpoint Agents and the Endpoint Detection Platform;

“**Endpoints**” means the computer devices on which the Endpoint Agents are installed, including but not limited to, laptops, desktops, tablets and servers;

“**Endpoint Agents**” mean third party sensor software used to collect telemetry data from the Endpoints and to communicate such data to the Endpoint Detection Platform;

“**Endpoint Detection Platform**” means a third party cloud based management platform used to collect telemetry data from the Endpoints in one central repository;

“**Managed Endpoint Detection & Response Services**” means the process of assessing the Endpoints for malicious traffic using (i) Endpoint Software , (ii) proprietary threat intelligence and (iii) remote analyst reviews, triage & investigation of threats; and

“**Site(s)**” means the location(s) which the End User has advised NCC Group in the Onboarding Form that the Endpoint Agents will be installed or, where no such site is stated in the Onboarding Form, such location(s) as agreed between the parties.

3 End User’s Duties

- 3.1 The End User shall correctly install and configure the Endpoint Agents to the Relevant Systems at the Site(s) in accordance with NCC Group’s instructions. NCC Group shall provide reasonable remote assistance in respect of such installation and configuration.
- 3.2 Upon expiry or termination of the Contract, the End User shall immediately cease use of the Endpoint Agents and shall confirm in writing to NCC Group that it has done so.
- 3.3 On an ongoing basis for the duration of the Contract, the End User shall provide NCC Group with all relevant: (i) details of; and (ii) access credentials and user rights in connection with, the Endpoint Software, as requested by NCC Group to enable it to perform the Managed Endpoint Detection & Response Services.
- 3.4 The End User shall procure and maintain appropriate licences to the Endpoint Software specified in the Statement of Works for the term of the Contract to enable NCC Group to perform the Managed Endpoint Detection & Response Services. For the avoidance of doubt, where the End User has procured, or will procure, the Endpoint Software directly (and not from or via NCC Group), NCC Group has no responsibility for the performance or operation of the same and shall not be liable for any breach of the Contract to the extent that it was caused (directly or indirectly) by the End User’s failure to comply with this clause 3.
- 3.5 The End User confirms that it has obtained all necessary consents in respect of the Endpoint Software to enable NCC Group to carry out the Managed Endpoint Detection & Response Services including but not limited to the consent of any relevant third party service providers and/or third party software vendors.

Schedule C - SIEM THREAT DETECTION SERVICES

1 Interpretation

- 1.1 This Schedule C sets out the additional terms and conditions applicable to SIEM Threat Detection Services and is to be read in conjunction with the remainder of this Service-Specific Module.
- 1.2 Capitalised terms in this Schedule shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise.

2 Definitions:

“**AWS**” Amazon Web Services who provide cloud-based services to NCC Group on which the Hosted SIEM Software is hosted;

“**Hosted SIEM Software**” means such software as NCC Group may use for the purposes of providing the SIEM Threat Detection Services, as specified in a Statement of Works (and for the avoidance of doubt, may include MDE Software, where applicable);

“**MDE** or “**MDE Software**” means NCC Group’s managed detection application known as “**Managed Detection Engine**” or “**MDE**” or other similar proprietary software as NCC Group may provide as part of the SIEM Threat Detection Services, as specified in a Statement of Works;

“**SIEM Threat Detection Services**” means the security incident and event management services delivered by NCC Group from the SOC as described in the relevant Service Description and Statement of Works; and

“**SIEM Software**” means the security incident and event management software to be used for the purposes of the SIEM Threat Detection Services.

3 Hosted SIEM

- 3.1 Where a Statement of Works specifies that MDE Software is to be used in the provision of the SIEM Threat Detection Services, the provisions of clause 4 (MDE Software) below shall apply.
- 3.2 NCC Group may at its absolute discretion suspend the End User’s access to the Hosted SIEM Software at any time if the End User uses the Hosted SIEM Software in breach of the Contract or any applicable acceptable use policy or the terms of the Contract.
- 3.3 The End User acknowledges and agrees that the Hosted SIEM Software is hosted on AWS’s Cloud platform and that AWS reserves the right to amend its terms and conditions of use from time to time. The End User agrees that it shall, acting reasonably, negotiate in good faith any changes that NCC Group reasonably requires to the Contract or to the Services where such changes are required as a result of amendments to AWS’s terms and conditions to enable the Services to be provided utilising AWS’s Cloud platform.
- 3.4 The End User shall, at all times during and after the termination or expiry of the Contract indemnify, keep indemnified and hold harmless NCC Group, in full and on demand from and against any and all claims, fines, losses, damages, demands, costs, expenses, fees and liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by NCC Group directly or indirectly as a result of: (i) any breach by the End User of the Contract or (ii) violation of applicable law by the End User; in either case to the extent that it results in a breach by NCC Group of the AWS terms and conditions of use of the AWS Cloud platform available at the following: <https://aws.amazon.com/service-terms/> and <https://aws.amazon.com/agreement/>.
- 3.5 The End User consents to AWS (and, where relevant, AWS’s subprocessors listed at <https://aws.amazon.com/compliance/sub-processors/> (as amended from time to time)) being appointed as NCC Group’s sub-processor(s) in respect of the End User’s data processed in connection with the Services, such data to be processed by NCC Group and/or AWS in the Netherlands, the UK and/or Germany.

4 MDE Software

- 4.1 Where a Statement of Works specifies that MDE Software is to be provided, NCC Group grants to the End User a non-exclusive, non-transferable licence for the term of the Contract to use the MDE Software, solely in relation to the MDR Services.
- 4.2 Ownership of all Intellectual Property Rights in the MDE Software remains with NCC Group and nothing in the Contract will operate to transfer to the End User or to grant to the End User any other licence or right to use the MDE Software.
- 4.3 NCC Group may at its absolute discretion suspend the End User’s access to the MDE Software at any time if the End User uses the MDE Software in breach of the Contract or the applicable acceptable use policy.
- 4.4 Upon expiry of termination of the Contract, the End User shall cease all use of the MDE Software and shall confirm in writing to NCC Group that it has done so.

5 Managed SIEM – using End User directly acquired SIEM Software (‘Bring Your Own SIEM’)

- 5.1 The End User shall correctly install and configure the SIEM Software to enable NCC Group to provide the SIEM Threat Detection Services. To the extent agreed in a Statement of Works, NCC Group shall provide reasonable remote assistance in respect of such installation and configuration.
- 5.2 On an ongoing basis for the duration of the Contract, the End User shall provide NCC Group with all relevant: (i) details of; and (ii) access credentials and user rights in connection with, the SIEM Software as requested by NCC Group to enable it to perform the SIEM Threat Detection Services.
- 5.3 The End User shall procure and maintain appropriate licences to the SIEM Software specified in the Statement of Works for the term of the Contract to enable NCC Group to perform the SIEM Threat Detection Services. For the avoidance of doubt, where the End User has procured, or will procure, the SIEM Software directly (and not from or via NCC Group), NCC Group has no responsibility for the performance or operation of the same and shall not be liable for any breach of the Contract to the extent that it was caused (directly or indirectly) by the End User’s failure to comply with this clause 6.
- 5.4 The End User confirms that it has obtained all necessary consents in respect of the SIEM Software to enable NCC Group to carry out the SIEM Threat Detection Services including but not limited to the consent of any relevant third party service providers and/or third party software vendors.

Schedule D – MANAGED INTELLIGENCE SERVICES (MIS)

1 Contract Structure and Interpretation

- 1.1 This Schedule D sets out the additional terms and conditions applicable to Managed Intelligence Services and is to be read in conjunction with the remainder of this Service-Specific Module.
- 1.2 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:

“**Managed Intelligence Platform**” or “**MIS Platform**” means NCC Group’s automated OSINT interrogation platform;

“**Managed Intelligence Services**” means the monitoring of identified domains, IP ranges, specific key words and other parameters for suspicious activity via the MIS Platform, and the analysis, investigation and reporting of alerts generated by such platform, in each case as described in the Service Description and the Statement of Works; and

“**Identified Parameters**” means the domains, IP ranges, specific key words and other parameters to be monitored under the Managed Intelligence Services, as specified in the Statement of Works.

3 NCC Group Duties

- 3.1 NCC Group will use reasonable efforts to ensure the Managed Intelligence Services are provided at the agreed frequency without any interruptions and that the information provided is accurate and up to date. However, from time to time the End User may experience disruptions or receive inaccurate information due to circumstances beyond NCC Group’s control for which 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 may also need to perform maintenance of its own hardware and software, which may interrupt provision of the Managed Intelligence Services. NCC Group will endeavour to execute such maintenance with the minimum of disruption to the Managed Intelligence Services and will, where feasible, provide prior notice to the End User.

4 End User Duties

- 4.1 The End User agrees to inform NCC Group of any updates or changes in relation to the Identified Parameters.

5 Data Protection

- 5.1 The parties hereby acknowledge that NCC Group is acting as a controller (as defined in the Data Protection Legislation) rather than a processor (as defined in the Data Protection Legislation) for the Managed Intelligence Services. The Managed Intelligence Services includes the use of the MIS Platform and searches of a wide variety of sources, including publicly available sources, at the discretion of NCC Group. NCC Group therefore uses its expertise to determine the purpose and means of the processing.
- 5.2 This clause 5 shall supersede clause 9 of the General Terms and Conditions in respect of the Managed Intelligence Services.
- 5.3 NCC Group will ensure they have measures in place to ensure compliance with the relevant Data Protection Legislation, such as:
- 5.2.1 a legal basis for the processing and privacy notice as appropriate;
 - 5.2.2 procedures for ensuring data subjects are able to exercise their rights;
 - 5.2.3 technical and organisational measures as necessary to ensure that the Personal Data is protected against accidental or unlawful loss, destruction, damage, unauthorized access, use, modification, disclosure or other misuse; and
 - 5.2.4 any other measures that NCC Group deems to be required by the Data Protection Legislation.
- 5.4 The End User recognises that NCC Group has no direct relationship with any of the End User’s data subjects (as defined in the Data Protection Legislation). The End User will therefore ensure they have measures in place to ensure compliance with the relevant Data Protection Legislation where Personal Data relating to the End User is identified, such as, without limitation:
- 5.3.1 privacy notices referring to NCC Group’s use of Personal Data;
 - 5.3.2 procedures for managing a Personal Data Breach (as defined in the Data Protection Legislation);
 - 5.3.3 procedures for ensuring data subjects are able to exercise their rights, which includes directing data subjects to NCC Group when a relevant request is made;
 - 5.3.4 any other measures that the End User deems as required by the Data Protection Legislation.
- 5.5 Where Personal Data is identified in respect of a data subject which is not data subject of the End User, NCC Group will be solely responsible for deciding on the course of action in relation to such Personal Data, such as whether notification to the relevant parties or other investigatory / regulatory bodies is required and / or appropriate.
- 5.6 NCC Group will anonymise any Personal Data identified as part of delivering the Service and retain the anonymous information in order to improve its MIS Services.

Schedule E – RETAINED INCIDENT RESPONSE (RIR)

1 Contract Structure and Interpretation

- 1.1 This Schedule E sets out the additional terms and conditions applicable to Retained Incident Response Services where provided as Managed Detection Response Services, is to be read in conjunction with the remainder of this Service-Specific Module.
- 1.2 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:

“**Alert Analysis and Investigation**” means the initial remote support services provided by SOC to the End User to advise on the containment and/or remediation of an Alert (prior to the activation of Retained Incident Response Services);

“**Alert Investigation Period**” means the maximum period of time SOC will spend undertaking Alert Analysis and Investigation, as set out in the Service Description.

“**CIRT**” means NCC Group’s Cyber Incident Response Team;

“**CIRT Triage Investigation Approval**” has the meaning ascribed to it in clause 3.2;

“**CIRT Triage Investigation Period**” means the maximum period of time CIRT will spend undertaking CIRT Triage Investigation prior to the issuance of a RIR Response Proposal, as set out in the Service Description;

“**CIRT Triage Investigation**” means the initial investigation of an Alert by CIRT following completion of Alert Analysis and Investigation;

“**Retained Incident Response Services**” or “**RIR Services**” means the incident response services provided by the CIRT as described in the Service Description and the Statement of Works, including CIRT Triage Investigation;

“**Report**” means any report produced by NCC Group detailing the results of the Incident Response Services;

“**RIR Proposal Approval**” has the meaning ascribed to in clause 3.4;

“**RIR Response Proposal**” has the meaning ascribed to it in clause 3.3; and

“**RIR Service Request**” has the meaning ascribed to it in clause 3.3.

3 Activation of Retained Incident Response Services

- 3.1 In the event an Alert cannot be contained or remediated by SOC within the Alert Investigation Period, or where this cannot be executed remotely by SOC as part of Alert Analysis and Investigation, SOC may recommend to the End User that an Alert be passed to CIRT for CIRT Triage Investigation.
- 3.2 Upon receipt of written approval from the End User for the Alert to be passed to CIRT for CIRT Triage Investigation (“**CIRT Triage Investigation Approval**”), CIRT will commence the provision of CIRT Triage Investigation. Time spent undertaking CIRT Triage Investigation is chargeable by NCC Group, for which the Minimum Call Off Days will be used (where available).
- 3.3 Upon expiry of the CIRT Triage Investigation Period, CIRT will inform the End User and the End User may make request for further Retained Incident Response Services in respect of the relevant Alert (“**RIR Service Request**”). Once a RIR Service Request has been logged NCC Group shall prepare in writing a proposal setting out the scope of the work to be carried out by NCC Group in relation to the relevant RIR Service Request (a “**RIR Response Proposal**”).
- 3.4 Upon receipt of written acceptance from the End User of the RIR Response Proposal (“**RIR Proposal Approval**”), NCC Group shall provide the Retained Incident Response Services set forth in the RIR Response Proposal (including any Additional Services) to the End User.

4 NCC Group Duties

- 4.1 NCC Group shall carry out the Retained Incident Response Services in accordance with the terms and conditions set forth in the Contract, using reasonable care and skill and in a professional manner.
- 4.2 Where a Report is required it shall, unless otherwise stated in the Response Proposal or otherwise agreed, be produced by the Consultant within ten (10) days of completion of the Incident Response Services and sent to the End User.
- 4.3 Whilst NCC Group will use its reasonable endeavours to ensure that the same Consultant will continue to be involved throughout the investigation of a particular incident during the Incident Response Services, it reserves the right to replace that Consultant.
- 4.4 NCC Group shall, where the Consultant is present on the End User’s premises, use all reasonable endeavours to ensure that the Consultant complies with such reasonable site rules and procedures as are notified to NCC Group from time to time.
- 4.5 In the event that a level of security clearance is required in order to provide the Incident Response Services, NCC Group will use its reasonable endeavours to provide a Consultant with the appropriate levels of security clearance. For the avoidance of doubt, if NCC Group is unable to provide a Consultant with appropriate levels of security clearance, NCC Group will not be liable for any failure to perform or complete the Incident Response Services or delay in performing its obligations under the Contract.

5 End User’s Duties

- 5.1 The End User agrees that due to the nature of the Retained Incident Response Services, NCC Group cannot guarantee that it will be able to perform and/or complete the Retained Incident Response Services. In particular, NCC Group may be unable to recover the data in whole or in part. In addition, the data recovered may not be of evidentially significant material, the Relevant Systems may suffer damage as a result of the data recovery process and/or the Incident Response Services may result in loss of business operating time or interruption to service for the End User. Such problems cannot be identified by NCC Group until it has commenced the Incident Response Services and so the End User remains liable to pay the Fees notwithstanding the above (or such proportion of the Fees as Reseller may determine in its absolute discretion).
- 5.2 The End User authorises NCC Group to work on or remove Relevant Systems which are compromised or which it believes to be compromised.

Schedule F - CONTINUOUS VULNERABILITY MONITORING SERVICES

1 Contract Structure and Interpretation

- 1.1 This Schedule F sets out the additional terms and conditions applicable to Continuous Vulnerability Monitoring Services and is to be read in conjunction with the remainder of this Service-Specific Module.
- 1.2 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:

“**Continuous Vulnerability Monitoring Services**” or “**CVMS**” means the continuous monitoring of the End User’s network infrastructure for vulnerabilities through (i) periodic network vulnerability infrastructure scans, and (ii) monitoring of potential new threats in between scans by comparing CVMS Data Feeds against data gathered from such regular vulnerability scans;

“**Risk Reports**” means the periodic reports produced by NCC Group outlining the results of the network vulnerability infrastructure scans undertaken as part of the Continuous Vulnerability Scanning Services; and

“**CVMS Data Feeds**” means those published databases of vulnerabilities specified in the Service Description.

3 NCC Group Duties

- 3.1 NCC Group will use reasonable efforts to ensure the Continuous Vulnerability Monitoring Services are provided at the agreed frequency without any interruptions and that the information provided is accurate and up to date. However, from time to time the End User may experience disruptions or receive inaccurate information due to circumstances beyond NCC Group’s control for which 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 may also need to perform maintenance of its own hardware and software, which may interrupt provision of the Managed Intelligence Services. NCC Group will endeavour to execute such maintenance with the minimum of disruption to the Continuous Vulnerability Monitoring Services and will, where feasible, provide prior notice to the End User.
- 3.2 Whilst NCC Group will use reasonable endeavours to avoid disruption to the End User’s network, disruption to the Systems and/or possible loss of or corruption to data and/or software may occur.
- 3.3 The End User acknowledges that there is a risk that the Continuous Vulnerability Monitoring Services may lead to the loss or corruption of the End User’s data and/or Personal Data affected by such Services, and that the same is an inherent risk of Continuous Vulnerability Monitoring Services even when performed in accordance with Good Industry Practice. Subject to clause 10.2 of the General Terms and Conditions, NCC Group will not be liable for any such loss of data.

4 End User Duties

- 4.1 The End User 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 Continuous Vulnerability Monitoring Services, and which may be affected by the provision of the Managed Vulnerability Scanning Services and, where appropriate, make back-ups not less than daily 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 performance of the Managed Vulnerability Scanning Services.
- 4.2 The End User shall 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 Continuous Vulnerability Monitoring Services or should cease performing the Managed Vulnerability Scanning Services due to critical business processes (such as batch runs) or if any part of the System is business critical to enable NCC Group to modify its testing approach if necessary, with the End User’s consent.
- 4.3 The End User shall use any software and/or hardware which NCC Group (and its Affiliates) supplies to the End User as part of the Continuous Vulnerability Monitoring Services for lawful purposes, solely to the extent necessary to receive the benefit of the Continuous Vulnerability Monitoring Services and in accordance with any applicable licence terms and NCC Group’s (and its Affiliates) instructions provided from time to time.
- 4.4 By signing the Authorisation Form, the End User consents, for itself and on behalf of all Affiliates, to NCC Group (or its Affiliates) performing the Continuous Vulnerability Monitoring Services and confirms that it has procured, where necessary, the consent of all its (and its Affiliates’) third party service providers (including ISPs), relevant third party software vendors and equipment owners, employees, agents and sub-contractors to NCC Group carrying out the Continuous Vulnerability Monitoring Services. Such consent includes authorisation for the purposes of Section 3 of the Computer Misuse Act 1990 that NCC Group, its Affiliates and their respective employees, agents and sub-contractors may perform Continuous Vulnerability Monitoring Services which may:
 - 4.4.1 impair the operation of the Relevant Systems;
 - 4.4.2 hinder access to the Relevant Systems; and
 - 4.4.3 impair the operation of any program and/or the reliability of any data relating to the Relevant Systems.
- 4.5 The End User shall ensure there is sufficient bandwidth to enable NCC Group to perform the Continuous Vulnerability Monitoring Services.

