

NCC GROUP SERVICE MODULE

FORENSIC SERVICES

1 Agreement Structure and Interpretation

This Service Module sets out the terms and conditions applicable to forensic services and is to be read in conjunction with the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable, unless stated otherwise herein.

2 Definitions:

“Equipment” means the hardware, software or other materials and equipment detailed in the Statement of Work or Authorisation Form which are to be investigated by NCC Group as part of the Forensic Services;

“Forensic Services” means the process of undertaking computer forensic examination as described in the Statement of Work and/or the Authorisation Form;

“ISP” means Internet Service Provider;

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

“Service Portion” means a phase, subproject, or similar portion of the total Forensic Services as described in the Statement of Work or otherwise agreed between the Parties.

3 Client’s Duties

3.1 The Client:

3.1.1 confirms that any hardware which is included within the Equipment is in good working order and that any software which is included in the Equipment functions fully and properly. If, when carrying out the Forensic Services, NCC Group discovers faults in the Equipment which require additional work, NCC Group reserves the right to charge additional fees in accordance with clause 5.2 of this Service Module;

3.1.2 acknowledges that, due to the nature of Forensic Services, NCC Group cannot guarantee that it will be able to perform and/or complete the Forensic Services. In particular, NCC Group may be unable to recover the data in whole or in part, may be unable to gain access to some or all of the Equipment and may need to examine additional equipment not included in the relevant Statement of Work or Authorisation Form. In addition, the data recovered may not be of evidentially significant material, the Equipment may suffer damage as a result of the data recovery process and/or the Forensic Services may result in loss of business operating time or interruption to service for the Client. Such problems cannot be identified by NCC Group until it has commenced Forensic Services and the Client shall remain liable for payment of the Fees (or such proportion of the Fees as NCC Group may determine appropriate in its absolute discretion);

3.1.3 agrees, where the Forensic Services are to take place on the Client’s premises, to ensure that a suitable working space is provided for NCC Group Personnel which shall include a desk and network access where appropriate;

3.1.4 agrees that it will, unless otherwise agreed, deliver the Equipment to the relevant NCC Group premises and collect the Equipment from those premises or authorise other means of delivery and return at the Client’s own risk and expense. Subject to the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable, NCC Group shall not be liable for the Equipment during transit to or from its offices;

3.1.5 shall assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims (including claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of the provision of the Forensic Services, except to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group’s breach of the Agreement;

3.1.6 agrees to ensure at least one employee has experience of the Equipment and will act as liaison between the Client and NCC Group, responding promptly to queries and requests for information;

- 3.1.7 agrees to ensure that, where the Forensic Services are taking place on its premises, the premises are safe. The Client will indemnify, keep indemnified and hold harmless NCC Group in full and on demand from and against all liabilities, direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which NCC Group incurs or suffers in any way whatsoever arising out of or in connection with any claim or action against NCC Group for death and/or personal injury arising out of the Client's failure to provide safe premises;
- 3.1.8 agrees that, where NCC Group (or its Affiliates) supplies any software and/or hardware as part of the Forensic Services, it shall only use such software and/or hardware for lawful purposes, solely to the extent necessary to receive the benefit of the Forensic Services and in accordance with any applicable licence terms and NCC Group's (or its Affiliates') instructions; and
- 3.1.9 authorises NCC Group to work on or remove Equipment which is compromised or which it believes to be compromised.

4 NCC Group's Duties

NCC Group shall provide a receipt for any Equipment or image that it removes from the Client's premises.

5 Fees and payment

- 5.1 Unless otherwise stated in the Statement of Work and/or the Authorisation Form the Fees do not include: (i) attendance by an NCC Group representative at any case conferences, meetings or court hearings; (ii) the storage by NCC Group of any property or data post completion of the Forensic Services; and/or (iii) the cost of transporting the Equipment to/from NCC Group's premises. If NCC Group agrees to carry out any of these activities it shall be entitled to charge reasonable additional fees.
- 5.2 NCC Group reserves the right to increase the Fees and/or to charge additional fees should additional work not listed in the Statement of Work and/or the Authorisation Form, such as reverse engineering, become necessary. This includes additional work necessitated by a defect in any of the Equipment. NCC Group will not increase the Fees and/or charge any additional fees without informing the Client in writing in advance.

6 Cancellation and Rescheduling

- 6.1 The Client accepts and acknowledges that NCC Group allocates its Personnel weeks or months in advance and would suffer a loss should the Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that it shall pay to NCC Group (as genuinely pre-estimated liquidated damages) the following amount to reflect the losses which NCC Group will incur in the event of such cancellation or rescheduling (the "**Cancellation Fee**"):
 - 6.1.1 cancellation or rescheduling request 8-30 days before the Service Start Date: 50% of the Scheduled Days Cost; and
 - 6.1.2 cancellation or rescheduling request less than 8 days before the Service Start Date: 100% of the Scheduled Days Cost.
- 6.2 Charging of the Cancellation Fee is at NCC Group's discretion. NCC Group will use reasonable commercial efforts to re-deploy its Personnel to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy its Personnel, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 6.3 If the Client re-books the Forensic Services for another date, the Fees for the Forensic Services as re-booked will be payable in addition to any Cancellation Fee.

7 Liability

Subject to the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable, NCC Group shall not be liable for any loss suffered by the Client or any third party due to the occurrence of any of the events listed in clause 3.1.2 or a breach of any other part of clause 3.1 of this Service Module.