

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

Services Module (Managed SOC Services)

1 Contract Structure and Interpretation

- 1.1 This Services Module sets out the terms and conditions applicable to managed SOC services, and is to be read in conjunction with NCC Group's General Terms and Conditions.
- 1.2 NCC Group's General Terms and Conditions apply to this Service Module.
- 1.3 Capitalised terms in this Services Module shall have the same meaning ascribed to them in the General Terms and Conditions unless stated otherwise.

2 Definitions:

"Additional Services" means professional services work in connection with but separate to the Managed SOC Services such as implementation, installation and training;

"Additional PS Days" has the meaning given to it in clause 4.1.1.2;

"Contract Year" means each successive period of 12 months from the Start Date during which the Managed SOC Services are to be provided;

"Inclusive PS Days" has the meaning given to it in clause 4.1.1.1;

"Managed SOC Services" means the managed services delivered by NCC Group from the SOC as described in the relevant Specification Document(s) and which are the subject of the Contract, but excluding the Additional Services;

"SOC" means NCC Group's 24 hour security operations centre; and

"Specification Document(s)" means the service description, service level agreements and/or similar documents contained or referred to in the Statement of Works that describe the Managed SOC Services.

3 Client's Duties

- 3.1 The Client agrees:
 - 3.1.1 to provide NCC Group with all information, assistance, approvals and authorisations as may be reasonably necessary to allow NCC Group to interface with the Client's software and systems in order for NCC Group to provide the Managed SOC Services;
 - 3.1.2 that NCC Group shall use its reasonable endeavours to meet the service levels for the Managed SOC Services specified in the Specification Documents (if any);
 - 3.1.3 that, if NCC Group's provision of the Managed SOC Services does not meet the service levels for the Managed SOC Services specified in the relevant Specification Documents (if any), the Fees for the Managed SOC Services shall be adjusted in accordance with the relevant Specification Document(s) to the extent applicable. Such adjustment shall be the Client's sole and exclusive remedy for such failure to meet the service levels;
 - 3.1.4 that, unless stated otherwise in the Statement of Works, the Client may only use the Managed SOC Services in support of the Client's own business operations; and
 - 3.1.5 that it shall comply with any additional acceptable use policy or other terms of use which may be set out in the Specification Documents. 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.

4 Additional Services

- 4.1.1 NCC Group will provide Additional Services as specified in the Statement of Works and in accordance with the following:
 - 4.1.1.1 if specified in the Statement of Works, NCC Group will provide Additional Services to the Client inclusive within the Fees payable for the Managed SOC Services (**"Inclusive PS Days"**). Such Inclusive PS Days may be utilised at the Client's request (but subject to NCC Group's availability) throughout the Contract Year. Any such Inclusive PS Days must be used prior to the end of the Contract Year in which they were allocated. Inclusive PS Days cannot be rolled over into the following Contract Year and will lapse if not used; and

- 4.1.1.2 if specified in the Statement of Works, NCC Group will provide Additional Services to the Client purchased in addition to the Managed SOC Services (“**Additional PS Days**”). Additional PS Days that are not utilised (for example, because the relevant work is completed in less time than anticipated), may be utilised at the Client’s request (but subject to NCC Group’s availability) within six (6) months of the date of the original Start Date for those Additional Services. Additional PS Days may not be utilised after such twelve (12) month period and will lapse if not used.

5 Fees and Payment

5.1 Managed SOC Services:

- 5.1.1 Fees for the Managed SOC Services are payable annually in advance;
- 5.1.2 NCC Group shall be entitled to revise the Fees for the Managed SOC Services at the end of each Contract Year by giving the Client written notice of such change not less than thirty (30) days’ prior to the end of that Contract Year.

5.2 Additional Services:

- 5.2.1 Unless stated otherwise in the Statement of Works, Additional Services will be purchased by the Client in units of whole days;
- 5.2.2 In respect of Fees for Additional Services which are payable on a “time and materials” basis (as specified in the Statement of Works):
 - 5.2.2.1 any daily Fees rates specified in the Statement of Works are based on the provision of Additional Services during an eight (8) hour period including a one (1) hour lunch break between the hours of 9:00am to 5:30pm on a business day; and
 - 5.2.2.2 the Fees for the provision of Additional Services at any time outside the hours and days specified in paragraph (a) shall be at two hundred percent (200%) of the daily Fees rates specified in the Statement of Works. For the purposes of this Clause 5.2.2, “business day” means a day which is not a Saturday, Sunday, or public holiday in England and excludes any day which falls between the 27 and 31 December inclusive.
- 5.2.3 If the Fees for Professional Services are payable (as specified in the Statement of Works):
 - 5.2.3.1 on a “time and materials” basis, then the Client shall also pay any expenses reasonably incurred by NCC Group in accordance with NCC Group’s expenses policy in performing its duties under the Statement of Works, including travel, accommodation, and subsistence expenses. Such Fees and expenses shall become payable monthly in arrears; or
 - 5.2.3.2 on a “fixed price” basis, then such Fees shall become payable as specified in the Statement of Works.

6 Cancellation and Rescheduling

- 6.1 The Managed SOC Services cannot be cancelled or rescheduled. In the event that the Managed SOC Services do not commence within 7 days following the agreed Start Date (the “**Grace Period**”), and where the same does not result from any failure by NCC Group, NCC Group shall be entitled, upon written notice, to deem the Managed SOC Services to have commenced and to begin charging the Client for the Managed SOC Services with effect from the end of the Grace Period. The Client shall be liable to pay the Fees for Managed SOC Services for any period during which the Managed SOC Services have been deemed to have commenced under this clause 6.1.
- 6.2 The Additional Services provided under this Services Module are subject to a Cancellation Fee for short term cancellation or rescheduling as described in the General Terms and Conditions.
- 6.3 The relevant percentages and time periods as referred to in the General Terms and Conditions are as follows:
 - 6.3.1 cancellation request 4-7 days before the Start Date: 50% of the Scheduled Days Cost;
 - 6.3.2 rescheduling request 4-7 days before the Start Date with firm re-booking date: 50% of the Scheduled Days Cost; and
 - 6.3.3 cancellation or rescheduling request within 3 days of the Start Date: 100% of the Scheduled Days Cost.