

NCC GROUP SERVICE MODULE EXTERNAL ATTACK SURFACE MANAGEMENT SERVICES

1 Contract Structure and Interpretation

- 1.1 This Service Module sets out the terms and conditions applicable to External Attack Surface Management Services ('EASM') and is to be read in conjunction with NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable, unless stated otherwise herein.

2 Definitions:

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

"EASM Services" means the external attack surface management services as described in the Specification Documents;

"Identified Parameters" means assets such as domains, IP ranges, certificates and other parameters to be monitored under the EASM Services as agreed by the parties;

"MSP Software" means any software (including any derivatives of such software) owned by a third party and licensed to NCC Group that NCC Group agrees to make available for use by the Client on an MSP basis as an integral part of the Services, as specified in the Statement of Work;

"SNOW Portal" means the NCC Group service now portal which the Client may be granted access to by NCC Group for the duration of the Services subject to the appropriate end user licence agreement;

"Specification Document(s)" means the service description and/or similar documents contained or referred to in the Statement of Work that describe the relevant EASM Services;

"Third Party Vendor Terms" means the specific terms and conditions that will apply to the provision and use of MSP Software, as detailed within the Statement of Work or as is otherwise made available to the Client.

3 NCC Group Duties

- 3.1 NCC Group will use reasonable efforts to ensure the EASM Services are provided at the agreed frequency without any interruptions and that the information provided is accurate and up to date to the best of NCC Group's knowledge.
- 3.2 From time to time, the Client may experience disruption or receive inaccurate information due to circumstances beyond NCC Group's control for which, subject to the NCC Group Master Services Agreement or the Short Form Terms and Conditions, NCC Group shall not be liable; for example, a lack of availability of the backbone internet infrastructure in the UK or other locations or for data provided by third parties on a scheduled basis (such as zone files and newly registered domains provided by registrars) that is not yet accessible by NCC Group. NCC Group and the MSP Software owner may also need to perform maintenance of its own hardware and software, which may interrupt provision of the EASM Services. NCC Group will:
- 3.2.1 endeavour to execute such maintenance with the minimum of disruption to the EASM Services where reasonably possible;
 - 3.2.2 request that the MSP Software owner executes such maintenance with the minimum of disruption to the EASM Services where reasonably possible, and
 - 3.2.3 where reasonably practicable, provide prior notice to the Client.
- 3.3 Unless specified otherwise in the Statement of Works, the following are not included within the scope of EASM Services:
- 3.3.1 professional services work delivered by NCC Group following the identification of a potentially malicious domain via the EASM Services;
 - 3.3.2 social media monitoring;
 - 3.3.3 individual person monitoring, and
 - 3.3.4 site visits.

4 Client Duties:

- 4.1 The Client agrees:

Service Module External Attack Surface Management Services

- 4.1.1 to ensure at least one employee shall act as liaison between the Client and NCC Group and shall respond promptly to queries and requests for information;
- 4.1.2 at all times to co-operate with NCC Group and to provide it promptly with such information as is reasonably required by NCC Group;
- 4.1.3 to use the EASM Services for lawful purposes only and in accordance with all applicable laws and having ensured that the Client has all necessary consents, authorisations or permissions required for the EASM Services to be carried out and provide written evidence of such consents upon NCC Group's request;
- 4.1.4 where applicable, if NCC Group (or NCC Group Members) requires any of the Client's Intellectual Property Rights to be used in connection with the SNOW Portal the Client shall grant to NCC Group of Companies a non-exclusive, royalty free, licence to use such Intellectual Property Rights solely for the purposes of providing the EASM Services;
- 4.1.5 to inform NCC Group of any network or infrastructure changes that may impact the EASM Services, including without limitation:
 - 4.1.5.1 any projected increases in or abnormal usage of the EASM Services outside of what is agreed in the Specification Document(s) or otherwise agreed in writing;
 - 4.1.5.2 any changes that may impact on the EASM Services or NCC Group's ability to provide the EASM Services;
 - 4.1.5.3 any changes that may have an impact on the capacity or throughput of the EASM Services; and
 - 4.1.5.4 any change that impacts the scope of the EASM Services; and
- 4.1.6 to inform NCC Group of any updates or changes in relation to the Identified Parameters.
- 4.1.7 to indemnify NCC Group in full from and against any claims, losses ,damages, demands, costs, expenses and fees or whatever nature where the Client breaches the terms referred to in clause 5.2.1 below.
- 4.1.8

5 MSP Software

- 5.1 Where a Statement of Work specifies that MSP Software will be used as part of the Services, NCC Group shall provide the Client with the right to such use the MSP Software subject to the Third Party Vendor Terms.
- 5.2 The Client agrees:
 - 5.2.1 to comply and to ensure that any users of the MSP Software comply with the elements of the Third Party Vendor Terms applicable to the Services in respect of its use of the MSP Software. NCC Group may, at its absolute discretion, suspend the Client's access to the MSP Software if the Client fails to comply with the applicable Third Party Vendor Terms;
 - 5.2.2 that ownership of all Intellectual Property Rights in the MSP Software remains with the MSP Software owner;
 - 5.2.3 that nothing in the Agreement will operate to transfer to the Client or to grant to the Client any licence or other right to use the MSP Software except to the extent necessary to enjoy the benefit of the EASM Services and as set out in the Agreement;
 - 5.2.4 to ensure that its access credentials for the MSP Software are stored securely and only used by those employees of the Client that are expressly authorised by the Client to access the MSP Software and are not shared with any other person. The Client shall take all reasonable steps to prevent any unauthorised access to the MSP Software and will immediately notify NCC Group if it becomes aware of any such access; and
 - 5.2.5 to identify the individual(s) who will be the authorised user(s) of the MSP Software either in the Statement of Work or as otherwise agreed in writing.
- 5.3 For the avoidance of doubt, to the extent that there is any conflict between the terms of the Third Party Vendor Terms and the remainder of the Agreement, the Third Party Vendor Terms shall prevail.
- 5.4 The Client shall, at all times during and after the termination or expiry of the Agreement, indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and their respective officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all claims, fines, losses, damages, demands, costs, expenses, fees (including, but not limited to, court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by NCC Group or its Affiliates directly or indirectly as a result of any breach by the Client of the Third Party Vendor Terms.

6 Fees and Payment



- 6.1 Fees for the EASM Services are payable as set out in the Statement of Work. NCC Group shall be entitled to revise the Fees for the EASM Services at the end of each Contract Year by giving the Client written notice of such change not less than 30 (thirty) days prior to the end of that Contract Year.
- 6.2 The parties will evaluate the Client's consumption of the EASM Services once a quarter for the past three (3) months' consumption of the Services ("**Review Period**") during the Contract Year. The Client shall pay for any EASM Services that were consumed beyond the purchased capacity at the end of the Review Period ("**True-Up Capacity**"). Upon renewal, Client shall purchase subscription of the Services which will include subscription set forth in all then expiring order forms including any True-Up Capacity.
- 6.3 Fees paid or payable in relation to the EASM Services are non-refundable. Accordingly, if the Agreement is terminated or the EASM Services are otherwise cancelled, NCC Group will be entitled to retain such Fees (and be paid all outstanding invoices) and no refunds or credits will be given.

7 Termination

- 7.1 NCC Group reserves the right to immediately suspend the Services or withdraw the Services without notice in its sole discretion at any time. NCC Group shall use reasonable endeavours to notify the Client as soon as practicable in the event of any such suspension or withdrawal.

8 Liability

- 8.1 Subject to the NCC Group Master Services Agreement or the Short Form Terms and Conditions NCC Group excludes all liability for any use or misuse of information accessed due to another person being informed of or gaining access to the Client's user names and passwords due to the Client's breach of clause 5.2.4 of this Service Module.