

## SERVICE-SPECIFIC MODULE

### MANAGED DETECTION AND RESPONSE SERVICES (INCLUDING XDR)

Supplementing NCC Group Terms and Conditions for the Supply of Services (APAC), 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, Managed Endpoint Detection & Response Services (EDR), SIEM Threat Detection Services (SIEM), Retained Incident Response Services (RIR Services).
- 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;

**“Annual Fees”** means those Fees payable by the Client each Contract Year for the ongoing provision of the MDR Services, as set out in the Statement of Works (and excluding, for the avoidance of doubt, the Set Up Fees);

**“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 Client that the Set Up Services have been completed;

**“Managed Detection & Response Services”** or **“MDR Services”** means the portfolio of managed detection and response services (including XDR) 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 Portal”** means the NCC Group Assist Live portal (or any alternative portal) made available for access by the Client 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 Service Offering”** means an individual service offering which forms part of the MDR Services;

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

**“Onboarding Form”** means the applicable onboarding form requesting pre-Service information from the Client, to be completed by the Client 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 Client 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;

**“Service Level(s)”** means the applicable service level(s) that shall apply to the MDR Service Offerings, as contained in the Service Description and/or Statement of Works;

**“Service Level Appendix”** means the appendix to the Service Description setting out the Service Levels (if applicable) to the MDR Service Offerings;

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

**“Set Up Fees”** means (i) those Fees payable by the Client in respect of the Set Up Services, as specified in the Statement of Works;

**“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 Client 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 Sydney, Australia; and

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

### 3 Client’s Duties

#### 3.1 The Client agrees:

- 3.1.1 to complete and return to NCC Group the relevant Onboarding Form by the Client 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 Client 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 Client'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 Client's failure to provide safe premises;
- 3.1.6 to only use the MDR Services in support of the Client'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 Client. 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;
- 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 Client 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 Client to comply with its obligations under this clause 3.

## **4 NCC Duties**

- 4.1 NCC Group shall notify the Client if any threat or malicious activity is detected through the MDR Services in accordance with the reporting mechanisms and principles agreed with the Client in the Onboarding Form and in line with the Service Description for MDR Services.
- 4.2 NCC Group shall, subject to the remainder of this Service-Specific Module and with effect from the applicable Go Live Milestone for the relevant MDR Service Offering, provide the MDR Services in accordance with the applicable Service Levels provided that any remedies for failure to meet the Service Levels as set out in clause 4.3 below shall only apply from the applicable Service Level Start Date.
- 4.3 If NCC Group's provision of the MDR Services does not meet the applicable Service Levels in accordance with clause 4.2 above, the Fees for the MDR Services shall be adjusted in accordance with the Service Level Appendix, to the extent applicable. Such adjustment (and/or any other remedies specified in the Service Level Appendix) shall be the Client's sole and exclusive remedy for such failure to meet the Service Levels.
- 4.4 Any failure by NCC Group to achieve a Service Level or other obligation under the Contract shall be disregarded (and NCC Group shall not be considered in breach of its obligations hereunder) where such failure is caused by or related to:
  - 4.4.1 a failure by the Client to comply with its obligations under the Contract; and/or
  - 4.4.2 without prejudice to the generality of clause 14 of the General Terms and Conditions, any event or circumstance which is beyond the reasonable control of NCC Group, including but not limited to:
    - 4.4.2.1 any failure, disruption and/or error in the Relevant Systems;
    - 4.4.2.2 ISP or third party software supplier (including AWS) failures or disruptions;

- 4.4.2.3 any failure, disruption and/or error in the Client's infrastructure upon which NCC Equipment or third party software is hosted;
  - 4.4.2.4 an error or fault with the NCC Equipment caused by a breach by the Client of its obligations in respect of such NCC Equipment;
  - 4.4.2.5 an error or fault with any third party software, other than where caused by configuration by NCC Group of such third party software as part of the MDR Services
  - 4.4.2.6 any other event or circumstance specifically referred to in the applicable Schedule to this Service-Specific Module, the Service Description and/or the Statement of Works).
- 4.5 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 Client 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 Client 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 Client in safe custody and an appropriate environment at Client'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 Client 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 Client is at NCC Group's cost and any return of the NCC Equipment is at the Client's cost. On returning of the NCC Equipment, risk in the NCC Equipment shall pass to NCC Group once the Client has received written signed acknowledgement of receipt of the NCC Equipment.

## 6 Fees and Payment

- 6.1 Annual Fees for the MDR Services are payable annually in advance. NCC Group will invoice the Client for the first such payment upon the Relevant Go Live Milestone, and subsequent invoices will be raised upon each anniversary thereof during the term of the Contract. NCC Group will invoice the Client for the Set Up Fees upon the acceptance of the applicable Statement of Works or as otherwise agreed in a Statement of Works.
- 6.2 NCC Group shall be entitled to revise the Fees for the MDR 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.
- 6.3 NCC Group shall be permitted to charge the Client additional fees should additional services not specified within the Statement of Works become necessary or are requested by the Client.
- 6.4 All payments due under this Contract shall be made without any deduction by way of set off, counterclaim, discount or abatement or otherwise except where the Client is expressly permitted to do so by court order.
- 6.5 Expenses for travel to a Client's location where required for the purposes of the MDR Services or any additional services pursuant to clause 6.3 shall be chargeable in addition to the Fees.

## 7 Cancellation and Termination

- 7.1 The MDR Services cannot be cancelled. Subject to clause 7.3 below, any Fees paid or payable in relation to MDR Services are non-refundable.
- 7.2 In the event of termination of the Contract, subject to clause 7.3 below:
- 7.2.1 NCC Group will be entitled to retain all Fees paid (and to be paid immediately for all amounts that are as at that date invoiced but unpaid) and no refunds or credits will be given; and
  - 7.2.2 the Client will immediately pay any unpaid Fees that would have been payable in respect of the remainder of the term of the Contract following the effective date of termination but for such termination.
- 7.3 Notwithstanding clause 7.2, where the Contract is terminated due to material breach by NCC Group, NCC Group shall refund any pre-paid Annual Fees covering the remainder of the term of the Contract after the effective date of termination and the Client shall not be required to pay any Annual Fees that would have been payable in respect of the remainder of the term of the Contract following the effective date of

- termination but for such termination.
- 7.4 Notwithstanding any other provision of this clause 7, in no event will termination, irrespective of the reason or circumstance, relieve the Client from paying: (i) Fees in respect of the period prior to the effective date of termination; and (ii) any Set Up Fees that would have been payable in respect of the remainder of the term of the Contract following the effective date of termination but for such termination, which shall become payable immediately on termination.
- 7.5 The MDR Services cannot be postponed by the Client beyond the Start Date save by mutual agreement in accordance with the Change Control Procedure set out in Section 8 below, and subject to the payment of any additional Fees payable thereunder.

## **8 Change Control Procedure**

- 8.1 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 section 8.
- 8.2 NCC Group and the Client 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 Client, or a recommendation for a Change from NCC Group.
- 8.3 Any written request from the Client shall include sufficient detail to enable NCC Group to reasonably assess the impact of such Change on the MDR Services, the Deliverables, the Fees and the Contract.
- 8.4 Where a written request for a Change is received from the Client, 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.
- 8.5 The Client shall, within five (5) Working Days of receipt of a Change Control Note, evaluate such Change Control Note and either:
- 8.5.1 request further information;
  - 8.5.2 discuss such Change Control Note with NCC Group;
  - 8.5.3 approve the Change Control Note as submitted by NCC Group; or
  - 8.5.4 reject such Change.
- Any acceptance or rejection of such Change shall be made by notice in writing to NCC Group.
- 8.6 If the Client 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.

## **9 MDR Portal**

- 9.1 NCC Group grants to the Client 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.
- 9.2 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 Client or to grant to the Client any other licence or right to use the MDR Portal.
- 9.3 NCC Group may at its absolute discretion suspend the Client's access to the MDR Portal at any time if the Client uses the MDR Portal in breach of the Contract or the applicable acceptable use policy.
- 9.4 The Client 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 Client 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.

## **10 Liability**

- 10.1 NCC Group shall not be liable for any:
- 10.1.1 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
  - 10.1.2 use or misuse of information accessed due to another party being informed of or gaining access to the Client's user names and passwords in connection with the MDR Portal.
- 10.2 The Client 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.
- 10.3 Consultants will not be legally qualified. As such, the Client 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 Client is advised to seek such independent legal advice if it feels it necessary to do so.

## 11 Industry Notifications

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



## SCHEDULE A - NOT USED

## 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 Client 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 Client’s Duties

- 3.1 The Client shall correctly install and configure the Endpoint Agents to the Relevant Systems at the Site(s) and where in scope in accordance with NCC Group’s instructions. NCC Group shall provide reasonable remote assistance in respect of such installation and configuration to the extent detailed in the Statement of Work.
- 3.2 Upon expiry or termination of the Contract, the Client 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 Client 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 Client 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 Client 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 Client’s failure to comply with this clause 3.
- 3.5 The Client 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 (INCLUDING SENTINEL)

### 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;

**"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 Managed SIEM – using Client directly acquired SIEM Software ('Bring Your Own SIEM')

- 3.1 The Client 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.
- 3.2 On an ongoing basis for the duration of the Contract, the Client 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.
- 3.3 The Client 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 Client 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 Client's failure to comply with this clause 3.
- 3.4 The Client 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 – NOT USED

## 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 Client 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 Client that an Alert be passed to CIRT for CIRT Triage Investigation.
- 3.2 Upon receipt of written approval from the Client 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 Client and the Client 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 Client 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 Client.

## 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 Client.
- 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 Client'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 Client's Duties

- 5.1 The Client 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 Client. Such problems cannot be identified by NCC Group until it has commenced the Incident Response Services and so the Client remains liable to pay the Fees notwithstanding the above (or such proportion of the Fees as NCC Group may determine in its absolute discretion).
- 5.2 The Client authorises NCC Group to work on or remove Relevant Systems which are compromised or which it believes to be compromised.

## 6 Fees and Expenses

- 6.1 The Annual Fees include fees payable in respect of 5 days of Retained Incident Response Services for each Contract Year within the Term ("**Minimum Call Off Days**"). Minimum Call-Off Days can be used for CIRT Triage Investigation and/or for further Retained Incident Response Services detailed in a Response Proposal, where such services are requested in accordance with the process referred to in section 3 above. In the event the Client has not requested and used the Minimum Call-Off Days for a Contract Year in accordance with such process by the expiry of that Contract Year, then such Annual Minimum Call off Days shall expire and cannot be used by the Client (and for the avoidance of doubt, the Client shall not be entitled to any refund of Fees in respect of the same).
- 6.2 If, in any Contract Year, the Client wishes to use one or more Minimum Call-Off Days applicable to future Contract Years, it may pull forward and use such Minimum Call-Off Days within that Contract Year. In such circumstances, the Minimum Call-Off Days for subsequent Contract Year(s) shall be reduced by the number of Minimum Call-Off Days brought forward. For the avoidance of doubt, for the purposes of this clause 6.2 of this Service-Specific Module, Fees in respect of any Minimum Call Off Days pulled forward shall be deemed Fees payable in respect of the period prior to termination.
- 6.3 If the Client wishes to purchase additional Retained Incident Response Services over and above the aggregate of the Minimum Call-Off Days permitted during the Term ("**Additional RIR Services**"), the Fees payable for such Additional RIR Services shall be calculated and invoiced at a rate of 90% of NCC Group's then current rates for Retained Incident Response Services as notified by NCC Group. Such Additional RIR Services shall be requested and approved in accordance with the process referred to in Section 3 above.
- 6.4 Unless otherwise stated in the relevant Response Proposal, the Fees do not include:
  - 6.4.1 attendance by an NCC Group representative at any case conferences, meetings or court hearings or equivalent or the provision of any reports or information in connection with the same;

- 6.4.2 the storage by NCC Group of any property or data post completion of the Services;
- 6.4.3 and/or the cost of transporting the Relevant Systems to/from NCC Group's premises.
- 6.4.4 additional work which it transpires is necessary once the RIR Services have commenced but which are not listed in the Service Description or Response Proposal, including, but not limited to, reverse engineering or additional work necessitated by a defect in any of the software or hardware included within the Relevant Systems.

If NCC Group agrees to carry out any of these activities, it shall be entitled to charge reasonable additional fees (subject to agreeing the same with the Client in advance).

- 6.5 Retained Incident Response Services (including the Minimum Call-Off Days) are invoiced on the basis that work will be undertaken during Normal Office Hours. Any work carried out outside of Normal Office Hours will be charged at twice NCC Group's then current day rate.
- 6.6 NCC Group's Consultants record all time spent on an assignment including time spent travelling for the purposes of the assignment. Time is accounted for in units of half a day. No charge is made for periods when the Consultant is absent due to illness or holidays. As a worked example, if NCC Group was required to work from 9:00am until midnight on a Working Day, the rate would be two and half days.
- 6.7 To the extent that NCC Group is required to work outside Normal Office Hours, the Client shall be permitted to set-off any surcharge incurred in accordance with clauses 6.5.and 6.6 against any Minimum Call Off Days. For the avoidance of doubt, to the extent the Client does not have sufficient Minimum Call Off Days to satisfy the surcharge payable, NCC Group shall invoice the Client for any shortfall amount.