

NCC GROUP TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

Services Module (Resale of Third Party Software, Hardware and/or Services)

1 Agreement Structure and Interpretation

- 1.1 This Services Module sets out the terms and conditions applicable to the resale of third party software, hardware and/or services, and is to be read in conjunction with NCC's General Terms and Conditions.
- 1.2 NCC's General Terms and Conditions apply to this Services Module.
- 1.3 Capitalised terms in this Services Module shall have the same meaning ascribed to them in NCC's General Terms and Conditions unless stated otherwise. A reference to "Related Body Corporate" includes "Related Corporation" as defined in NCC's General Terms and Conditions (where applicable).

2 Definitions:

"**Hardware**" means the hardware products specified in the Statement of Work;

"**Third Party Services**" means any support and maintenance services relating to the Third Party Software and / or Hardware which are to be provided by a third party, as specified in the Statement of Work;

"**Third Party Software**" means software owned by third parties that NCC supplies to the Client, as specified in the Statement of Work; and

"**Third Party User Agreement**" means the end user licence agreement (in the case of software), services agreement (in the case of services) or similar document that the Client is required to enter into by the relevant third party vendor to enable the Client to use and receive the Third Party Software and the Third Party Services.

3 Third Party Software and Services

- 3.1 NCC shall procure the delivery of the Third Party Software and Third Party Services to the Client. The Client shall be responsible for entering into, and complying with the terms of, any Third Party User Agreement that may be required in order to receive the Third Party Services and/or to use the Third Party Software. The Client shall pay the Fees for the Third Party Services and Third Party Software (as specified in the Statement of Work) to NCC.
- 3.2 NCC shall use reasonable endeavours to deliver the Third Party Software by the applicable delivery date specified in the Statement of Work. If NCC agrees to supply the Third Party Software:
 - 3.2.1 using electronic transmission, then delivery of the Third Party Software takes place on the later of the Third Party Software or, if applicable, the licence key to use the Third Party Software, being: (a) made available by NCC for download by the Client using File Transfer Protocol (FTP) or Hypertext Transfer Protocol (HTTP); or (b) sent by email to the Client.
 - 3.2.2 on physical media, then delivery of the Third Party Software takes place when the Third Party Software is available for collection at NCC's premises. On such delivery of the Third Party Software: (a) the Client shall be responsible for (i) collecting the Third Party Software from NCC's premises, and (ii) loading the Third Party Software on to the Client's transportation vehicle; and (b) the risk of loss or damage in the Third Party Software shall pass to the Client.
- 3.3 The Client's right to use the Third Party Software is governed solely by the third party terms and conditions set out in the relevant Third Party User Agreement. The Client shall comply with the Third Party User Agreement in respect of its use of the Third Party Software.
- 3.4 The Client shall, at all times during and after the termination or expiry of this Agreement, indemnify, keep indemnified and hold harmless NCC, its Related Bodies Corporate 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 or its Related Bodies Corporate directly or indirectly as a result of any breach by the Client of the Third Party User Agreement.

4 Hardware Products

- 4.1 NCC shall use reasonable endeavours to deliver the Hardware by the applicable delivery date specified in the Statement of Work. Delivery of the Hardware takes place when the Hardware is delivered to the address specified in the Statement of Work. On delivery of the Hardware, the risk of loss or damage in the Hardware shall pass to the Client.
- 4.2 Title to the Hardware shall transfer to the Client on payment of the Fees for that Hardware to NCC. Until title to the Hardware transfers to the Client pursuant to this clause 4.2, the Client shall from delivery: (a) hold the Hardware on a fiduciary basis as NCC's bailee; (b) store the Hardware separately from all other goods held by the Client so that they remain readily identifiable as NCC's property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Hardware; (d) maintain the Hardware in satisfactory condition and keep it insured against all risks for its full price from the date of delivery; (e) notify NCC immediately if an Insolvency Event arises; and (f) give NCC such information relating to the Hardware as NCC may require from time to time, provided always that the Client may resell or use the Hardware in the ordinary course of its business.
- 4.3 If an Insolvency Event arises before title to the Hardware passes to the Client, or NCC reasonably believes that an Insolvency Event is about to occur and notifies the Client accordingly, then (provided that the Hardware has not been resold or irrevocably incorporated into another product and without limiting any other right or remedy NCC may have) NCC may at any time require the Client to deliver up the Hardware and, if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Hardware is stored in order to recover such Hardware.
- 4.4 NCC will (to the extent reasonably possible) pass the benefit of the manufacturer's standard end user warranty (if any) in respect of the Hardware through to the Client. Subject to clause 23.6 of NCC's General Terms and Conditions, NCC will have no liability in respect of the Hardware in excess of such manufacturer's standard end user warranty.

5 Liability

- 5.1 Notwithstanding anything in the Agreement to the contrary, NCC shall have no liability to the Client or any other party in respect of the Third Party Software and Third Party Services (or any acts or omissions of the relevant third party vendors supplying the same), including for times of performance or delivery, it being recognised that NCC's only obligation is to procure such Third Party Software and Third Party Services for the Client on a resale basis, and that the Client shall have rights in respect of such Third Party Software and Third Party Services as contained in the Third Party User Agreement between the Client and the relevant third party vendor, to which NCC is not a party.

6 Cancellation and Rescheduling

- 6.1 Purchases of Hardware, Third Party Software and Third Party Services cannot be cancelled or rescheduled.