

NCC GROUP TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

Services Module (Network Threat Sensor Services - NTM and NTA)

1 Agreement Structure and Interpretation

- 1.1 This Services Module sets out the terms and conditions applicable to network threat sensor 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 Service 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 herein. A reference to "Related Body Corporate" includes "Related Corporation" as defined in NCC's General Terms and Conditions (where applicable).

2 Definitions:

"**ISP**" means Internet Service Provider;

"**Network Threat Sensor Services**" means the process of passively assessing the System for malicious traffic and, where relevant, related services (including monitoring) to be provided to the Client in accordance with the relevant Statement of Work;

"**NCC Equipment**" means hardware or software provided to the Client by NCC to assist in delivery or performance of the Network Threat Sensor Services;

"**NCC VPN**" means the virtualised private network connecting the NCC Equipment to the SOC;

"**Onboarding Form**" in relation to the Network Threat Sensor Services means either the 'Preparing for Network and Host Assessments' form, a 'Managed Services Onboarding' form or such other onboarding form provided by NCC and to be completed by the Client in advance of commencement of the Network Threat Sensor Services requesting pre-NCC Service information from the Client;

"**Scheduled Days Cost**" means Fees that correspond to the days scheduled by NCC for provision of the Network Threat Sensor Services or the relevant Service Portion (as applicable);

"**Service Description**" means the service description applicable to the Network Threat Sensor Services, as updated from time to time;

"**Service Levels**" where stated to be applicable in the relevant Statement of Work or Service Description, means the service levels which shall apply to the Network Threat Sensor Services as contained in the relevant SLA;

"**Service Portion**" means a phase, subproject, or similar portion of the total Network Threat Sensor Services as described in the Statement of Work or otherwise agreed between the Parties;

"**Site(s)**" means the location(s) which the Client has advised NCC 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;

"**SLA**" where stated to be applicable in the relevant Statement of Work or Service Description, means the service level agreement containing the Service Levels which shall apply to the Network Threat Sensor Services;

"**SOC**" means the security operations centre operated by NCC (or its Related Bodies Corporate);

"**System**" means the systems and networks which the Client requires to be monitored as part of the Network Threat Sensor 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; and

"**Working Day**" means a period of 8 hours on a Business Day.

3 Client's Duties:

- 3.1 The Client agrees:
 - 3.1.1 to arrange a mutually convenient time and date with NCC for the performance of the Network Threat Sensor Services to start and the duration of such NCC Services;

- 3.1.2 to (before the Service Start Date) obtain all consents required from its ISP and any third party suppliers of the System together with such other consents required for the Network Threat Sensor Services to be carried out and, when requested by NCC, to provide written evidence of such consents and if relevant to notify relevant employees that the Network Threat Sensor Services are to be carried out and that they may be monitored;
- 3.1.3 for the duration of the Network Threat Sensor Services, to provide NCC with prompt access to at least one employee who shall have substantial computer systems, network and project management experience of the System and any other applicable systems to act as liaison between the Client and NCC;
- 3.1.4 at all times to co-operate with NCC and to provide NCC promptly with such information about the Systems, network, premises, equipment, data structures, protocols, software, hardware and firmware as is reasonably required by NCC;
- 3.1.5 to (before the Service Start Date) complete and return to NCC the Onboarding Form;
- 3.1.6 not to use the NCC Equipment for any purpose other than for the Network Threat Sensor Services;
- 3.1.7 the risk of damage to or loss of the NCC Equipment will pass on delivery;
- 3.1.8 that in connection with the NCC Equipment provided by NCC in relation to the Network Threat Sensor Services, the Client shall:
 - 3.1.8.1 (unless otherwise agreed as part of the Onboarding Form that NCC shall install and configure the NCC Equipment) to install and configure the NCC Equipment to the System to enable the NCC VPN to be able to: (i) connect to the System; and (ii) ensure that any hardware and/or software which is included or interoperable with the NCC Equipment is in good working order and functions fully and properly in accordance with the relevant manufacturer user manuals;
 - 3.1.8.2 ensure that the NCC Equipment remains at the Site and the Client shall not be permitted to relocate the NCC Equipment without the prior written consent of NCC;
 - 3.1.8.3 ensure that the NCC Equipment is kept in a fire-suppressed, secure location;
 - 3.1.8.4 be responsible for any damage to or loss of the NCC Equipment from the point of deemed delivery of the NCC Equipment to the Client until the return (including while in transit to NCC) of the NCC Equipment to a location requested by NCC in writing. The Client shall ensure that it has appropriate levels of insurance in place for any damage to or loss of the NCC Equipment. For the avoidance of doubt, delivery shall be deemed to have occurred when the NCC Equipment arrives at the Site or otherwise agreed in writing or at the time of collection by or on behalf of the Client. The risk of damage to or loss of the NCC Equipment will pass on delivery;
 - 3.1.8.5 not use the NCC Equipment in way other than as permitted under the Agreement and as expressly directed by NCC and the manufacture user manuals;
 - 3.1.8.6 not void any applicable manufacturer warranties;
 - 3.1.8.7 notify NCC in writing of any fault or damage to the NCC Equipment within not more than 5 Working Days of deemed delivery and in the event of any such fault or damage the Client shall (where agreed with NCC) return the NCC Equipment to NCC or make the NCC Equipment available for collection and/or inspection;
 - 3.1.8.8 be liable for all errors, failures and damage to the NCC Equipment that is detected by NCC and notified to the Client within 30 days of the return of the NCC Equipment save where such errors, failures or damage can reasonably be attributed to an inherent failure or error in the NCC Equipment. The NCC Equipment shall be deemed to have been returned to NCC when the NCC Equipment arrives at the location specified by NCC in writing or at the time of collection by NCC;
 - 3.1.8.9 (without prejudice to clauses 3.1.10) allow NCC and/or its appointed contractors to (on reasonable notice during normal working hours) attend the premises where the NCC Equipment is or may be stored to repair, recover, replace or inspect the condition of the NCC Equipment;
 - 3.1.8.10 be responsible for safe custody of all data (including without limitation all Personal Information) collected and retained by the NCC Equipment whilst it is on the Site and during transit from the Site to NCC until deemed return;
 - 3.1.8.11 following receipt of the final Network Threat Sensor Services report from NCC, (at the Client's cost and risk) within not more than 10 Working Days, return by reputable courier the NCC Equipment to the location specified in writing by NCC or (with NCC's prior written agreement) make the NCC Equipment available at the Site for collection by NCC (or its appointed agents); and

- 3.1.8.12 without prejudice to NCC's rights at clause 4.1.10, promptly within not more than 10 Working Days of request from NCC confirm in writing whether the data captured and stored within the NCC Equipment as part of the Network Threat Sensor Services is required to be returned to the Client by NCC or permanently erased. The Client acknowledges and agrees that the data may be erased if the Client fails to confirm;
 - 3.1.8.13 permit NCC to retain information or data resulting from the Network Threat Sensor Services to the extent that it reasonably requires it to improve its threat detection services generally;
 - 3.1.8.14 to take such measures to ensure that the network traffic does not exceed (1) Gb/s or such other level as stated in the relevant Statement of Work and in the event that the network traffic does exceed such agreed levels NCC shall not be required to provide any NCC Services in respect of the excess network traffic nor be responsible for monitoring the same save where the Client and the NCC have agreed otherwise in writing.
- 3.1.9 to permit NCC (and/or its appointed agents and contractors) to work on and/or remove NCC Equipment which is compromised or which NCC believes to be compromised and/or to retrieve the NCC Equipment where the Client fails to comply with clause 3.1.8.9;
- 3.1.10 to give NCC during normal working hours (as reasonably required for the purposes of performing the Network Threat Sensor Services) access to:
- 3.1.10.1 network diagrams;
 - 3.1.10.2 span port on egress connections;
 - 3.1.10.3 Active Directory logs from domain controllers (or equivalent);
 - 3.1.10.4 outbound proxy firewall logs;
 - 3.1.10.5 access to internal DNS resolver logs; and
 - 3.1.10.6 access to DHCP logs.
- 3.1.11 to assume all liability and shall 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 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 awarded against or agreed to be paid or otherwise suffered, incurred or sustained by NCC directly or indirectly as a result of the provision of the Network Threat Sensor Services save to the extent that any such claims, losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC's breach of the Agreement.
- 3.2 NCC grants to Client during the Term a non-exclusive, revocable, non-transferable licence to use the NCC Equipment, solely in relation to the System and/or the Network Threat Sensor Services and in accordance with the manufacturer instructions and as otherwise expressly instructed by NCC.
- 3.3 The NCC Equipment shall at all times be and remain NCC's exclusive property, and shall be held by the Client in safe custody at Client's own risk and maintained and kept in good condition until returned to NCC, and shall not be disposed of or used other than in accordance with NCC's written instructions or authorisation.
- 3.4 The Client shall be responsible for obtaining and at all times maintaining in full force, until NCC acknowledges in writing safe receipt of the NCC Equipment back into its possession, adequate insurance cover in respect of any and all loss of and/or damage to the NCC Equipment, such insurance to be, as a minimum, to the full replacement value of the NCC Equipment.
- 3.5 Client hereby grants NCC and its agents and employees an irrevocable licence at any time on reasonable notice to enter any premises where the NCC Equipment is or may be stored in order to inspect it or recover it. Client acknowledges and agrees that upon expiration or termination of this Agreement, Client shall be responsible for returning the NCC Equipment to NCC at its expense within 10 Working Days of the Network Threat Sensor Services ceasing (the "**Return Period**"). If NCC does not receive the NCC Equipment:
- 3.5.1 within the Return Period;
 - 3.5.2 in good cosmetic condition;
 - 3.5.3 in good working order as determined by NCC in its reasonable opinion, taking into consideration fair wear and tear; and
 - 3.5.4 with any warranty sticker still intact and untampered with,
- then the Client shall be liable to pay to NCC the then current full retail price of the NCC Equipment as at the end of the Return Period.

- 3.6 Upon return of the NCC Equipment to NCC, risk in the NCC Equipment shall not pass to NCC until NCC has issued written signed acknowledgement of receipt of the NCC Equipment. Save as may be otherwise agreed between the Parties, a return-to-base warranty is provided for all NCC Equipment for the duration of the Term. The return to base is at the Client's cost and return to Client is at NCC's cost.
- 3.7 The Client agrees to provide remote access to all NCC Equipment as necessary for the provision of the Network Threat Sensor Services and for support purposes including at the end of the Network Threat Sensor Services to enable NCC to remotely erase any Client information from the NCC Equipment. The Client understands that failure to do this may result in extended response times and delays in the provision of the Network Threat Sensor Services that may fall outside of any applicable SLA.

4 NCC's Duties

- 4.1 NCC shall:
 - 4.1.1 before the Service Start Date deliver the NCC Equipment to the Site specified within the Onboarding Form (unless otherwise agreed with the Client that the NCC Equipment will be collected from the NCC site by the Client, in which case it shall make the same available for collection by the Client from the NCC site); the Client acknowledges that:
 - 4.1.1.1 any delivery dates given by NCC are estimates only;
 - 4.1.1.2 if the Client fails to take delivery of the NCC Equipment, NCC may (i) arrange for the return of the NCC Equipment back to the NCC site and for the storage of the NCC Equipment until such other date for delivery is agreed between the Parties or (ii) treat the Agreement as repudiated and dispose of the NCC Equipment in any way it sees fit, including by sale to another client; and
 - 4.1.1.3 NCC shall be entitled to charge the Client for all costs and expenses incurred for delivery, return and storage of the NCC Equipment ;
 - 4.1.2 grant the Client a non-exclusive, non-transferrable, revocable licence to install and configure the NCC Equipment to the System and where agreed with the Client provide reasonable support (which shall not exceed in aggregate 1 Working Day for the configuration and installation of the NCC Equipment to the System);
 - 4.1.3 subject to the NCC Equipment being correctly installed and configured, connect the NCC VPN to the System to receive alerts generated by the NCC intelligence feed;
 - 4.1.4 subject to the terms of this Agreement, provide the Network Threat Sensor Services in accordance with the relevant Statement of Work and Service Description and where the Statement of Work states that the Network Threat Sensor Services will include monitoring services, use reasonable endeavours to monitor the System in accordance with the relevant Service Description and in the event of an alert of malicious activity, provide the Client with an initial triage and advice on recommended corrective action as stated in the applicable SLA;
 - 4.1.5 not (and the Client acknowledges and agrees that NCC shall not) be responsible for any failure or inability to identify or raise an alert of malicious activity or threats due to (without limitation):
 - 4.1.5.1 any failure, disruption and/or error in the System;
 - 4.1.5.2 the installation or configuration of the NCC Equipment to the System by the Client;
 - 4.1.5.3 ISP failures or disruptions;
 - 4.1.5.4 an error or fault with the NCC Equipment other than where such error or fault can reasonably be attributed to an inherent failure or inherent error in the NCC Equipment;
 - 4.1.5.5 any period of suspension of the Network Threat Sensor Services in accordance with clause 4.1.8;
 - 4.1.5.6 as otherwise stated in the relevant Service Description.
 - 4.1.6 notify the Client if any threat or malicious activity is detected in accordance with the reporting mechanism agreed with the Client in the Onboarding Form and in line with the Service Description for Network Threat Sensor Services;
 - 4.1.7 not be responsible for any loss, destruction or unlawful disclosure of any data captured and stored within the NCC Equipment (i) while it is at the Site and (ii) during such period of transit from the Site to NCC;
 - 4.1.8 (subject to clause 4.1.9) provide NCC Equipment which is in good working order and use reasonable endeavours to provide replacement NCC Equipment as soon as reasonably practicable but in any event within 10 Working Days of receipt of the notification from the Client in accordance with clause 3.1.8.7 of any fault or damage to the NCC Equipment. The Network Threat Sensor Services shall be suspended from the date confirmed in writing by NCC and shall resume once the replacement NCC Equipment has been installed

and configured, enabling the NCC VPN to reconnect with the System. An extension of the Network Threat Sensor Services commensurate to the suspension period shall be agreed;

- 4.1.9 not be required to repair or replace faulty or damaged NCC Equipment if:
- 4.1.9.1 the NCC Equipment is damaged or a fault has occurred due to the improper use, handling, alteration, installation, repair, maintenance or storage of the NCC Equipment as determined by NCC (acting reasonably);
 - 4.1.9.2 the Client, its personnel, agents and/or contractors use the NCC Equipment for purposes other than permitted under this Agreement, the manufacturer user manuals or the express instructions of NCC;
 - 4.1.9.3 the Client (or its appointed agent or contractor) has incorrectly installed the NCC Equipment to the System;
 - 4.1.9.4 the Client fails to notify NCC of any loss or damage to the NCC Equipment within the timescales required under clause 3.1.8.7;
 - 4.1.9.5 the manufacturer deems that the warranty has been voided;
 - 4.1.9.6 the Client makes further use of the NCC Equipment after discovering any fault or damage; or
 - 4.1.9.7 NCC (acting reasonably) determines that the fault or damage to the NCC Equipment is negligible and does not impact the delivery of the Network Threat Sensor Services,
- and in such circumstances the Client may request that the NCC replaces the NCC Equipment (to be charged to the Client at full retail cost plus reasonably incurred fees for such replacement) within 10 Working Days of receipt of such notice; and
- 4.1.10 return or permanently erase (as instructed by the Client in writing) the data captured and stored within the NCC Equipment as part of the Network Threat Sensor Services at any time after issuing the final Network Threat Sensor Services report to the Client. If the Client fails to confirm within 10 Working Days of request from NCC as to whether the data is to be returned to the Client or deleted, NCC shall be permitted to permanently erase the data without any liability to the Client.

5 Fees and payment

- 5.1 Subject to clause 5.2 or as otherwise agreed in the Statement of Work, Fees shall be invoiced quarterly in advance.
- 5.2 All payments due under this Agreement for the Network Threat Sensor Services shall become due immediately upon termination of this Agreement despite any other provision herein. All payments due under this Agreement 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 Order of Court.
- 5.3 NCC shall be entitled to review and vary its Fees for Network Threat Sensor Services under this Agreement from time to time but no more than once a year and only upon 45 days' written notice to the Client and shall be permitted to charge the Client additional fees should additional work not listed within the Statement of Work/Onboarding Form become necessary.
- 5.4 The Fees do not include expenses for travel to a Site, hard disks where these are retained by a Client and support to the extent that it exceeds an aggregate one (1) Working Day as per clause 4.1.2 (which NCC reserves the right to charge for).
- 5.5 The Parties agree that any Fees paid or payable in relation to Network Threat Sensor Services are non-refundable. Accordingly if the Agreement is terminated or the Network Threat Sensor Services are cancelled, NCC will be entitled to retain such Fees (and be paid for all amounts that are as at that date invoiced but unpaid) and no refunds or credits will be given save where the Agreement is terminated due to the breach of this Agreement by NCC, in which case NCC shall retain only those Fees which relate to Network Threat Sensor Services performed prior to the date of termination.

6 Cancellation and Rescheduling

- 6.1 The Network Threat Sensor Services or, if applicable, each Service Portion will commence on the date set out in the Statement of Work unless otherwise agreed in writing between NCC and the Client (the "**Scheduled Date**").
- 6.2 The Client accepts and acknowledges that NCC often allocates Personnel weeks or months in advance and would suffer a loss should the Network Threat Sensor Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that:



- 6.2.1 it shall pay to NCC a Cancellation Fee (as genuinely pre-estimated liquidated damages) in the amount calculated in accordance with clause 6.3 below; and
- 6.2.2 the Cancellation Fee reflects the losses which NCC will incur if such cancellation or rescheduling is requested within a set number of days of the Scheduled Date.
- 6.3 The Cancellation Fee shall be calculated as follows:
 - 6.3.1 cancellation request 8-21 days before the Scheduled Date: 50% of the Scheduled Days Cost;
 - 6.3.2 rescheduling request 8-14 days before the Scheduled Date with firm re-booking date: 50% of the Scheduled Days Cost; and
 - 6.3.3 cancellation or rescheduling request within 7 days of the Scheduled Date: 100% of the Scheduled Days Cost.
- 6.4 Charging of the Cancellation Fee is at NCC's discretion. NCC will use reasonable commercial efforts to re-deploy Personnel to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC is able to successfully redeploy Personnel, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 6.5 If the Client re-books the Network Threat Sensor Services for another date, the Fees for the Network Threat Sensor Services as re-booked will be payable in addition to any Cancellation Fee.

7 Liability

- 7.1 Subject to clause 23.6 of NCC's General Terms and Conditions, NCC shall not be liable for any:
 - 7.1.1 loss of or damage to the Client's, its agents' and/or its subcontractors' property caused directly or indirectly by the NCC Equipment, save to such extent such loss or damage is caused by the installation of the NCC Equipment by NCC; or
 - 7.1.2 disruption to the System or any loss of or corruption to any data and/or software during the period of Network Threat Sensor Services.