

NCC GROUP TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

Services Module (Consultancy Services)

1 Agreement Structure and Interpretation

- 1.1 This Services Module sets out the terms and conditions applicable to consultancy 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:

"Background IPR" means the Intellectual Property Rights of either Party (or of their third party licensors) developed independently of the NCC Services before the Service Start Date;

"Client Materials" means all documents, information, items and materials in any form (whether owned by the Client or a third party) which are provided by the Client to NCC in connection with the Consultancy Services;

"Consultancy Services" means the consultancy services and/or deliverables detailed in the Statement of Work;

"Foreground IPR" means the Intellectual Property Rights in the Deliverables created by NCC specifically for the Client in the provision of the NCC Services;

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

"Service Portion" means a phase, subproject, or similar portion of the total Consultancy Services as described in the Statement of Work or otherwise agreed between the Parties.

3 Client's Duties:

- 3.1 The Client agrees:
 - 3.1.1 to provide reasonable cooperation to NCC when requested (including access to people, premises, systems and equipment owned, operated or controlled by the Client) to enable NCC to perform the Consultancy Services;
 - 3.1.2 that, where the Consultancy Services are to take place on the Client's premises, the Client shall ensure that a suitable working space is provided for NCC's Personnel which shall include a desk, internet access and, where necessary to perform the Consultancy Services, access to networks, data centres, server rooms and/or switch rooms to perform the Consultancy Services; and
 - 3.1.3 to ensure that, where the Consultancy Services are taking place on the Client's premises, the premises are safe. The Client will indemnify, keep indemnified and hold harmless NCC 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 costs of enforcement) and expenses which NCC (or its Related Bodies Corporate) incurs or suffers in any way whatsoever arising out of or in connection with any claim or action against NCC for death and/or personal injury arising out of the Client's failure to provide safe premises.
- 3.2 NCC's Personnel will not be legally qualified. As such, the Client accepts and acknowledges that, while NCC and its Personnel may give opinions and recommendations based on its industry experience and expertise, the Consultancy 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.

4 Fees and payment

- 4.1 Unless otherwise agreed in a Statement of Work, the Fees payable for Consultancy Services under the Agreement shall be invoiced monthly in arrears in respect of the Consultancy Services provided during that month.

- 4.2 NCC's Personnel's record and NCC charges the Client for 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 NCC's Personnel is absent due to illness or holidays.

5 Cancellation and Rescheduling

- 5.1 The Consultancy 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**").
- 5.2 The Client accepts and acknowledges that NCC often allocates Personnel weeks or months in advance and would suffer a loss should the Consultancy Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that:
- 5.2.1 it shall pay to NCC a Cancellation Fee (as genuinely pre-estimated liquidated damages) in the amount calculated in accordance with clause 5.3 below; and
- 5.2.2 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.
- 5.3 The Cancellation Fee shall be calculated as follows:
- 5.3.1 cancellation request 8-21 days before the Scheduled Date: 50% of the Scheduled Days Cost;
- 5.3.2 rescheduling request 8-14 days before the Scheduled Date with firm re-booking date: 50% of the Scheduled Days Cost; and
- 5.3.3 cancellation or rescheduling request within 7 days of the Scheduled Date: 100% of the Scheduled Days Cost.
- 5.4 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 re-deploy Personnel, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 5.5 If the Client re-books the Consultancy Services for another date, the Fees for the Consultancy Services as re-booked will be payable in addition to any Cancellation Fee.

6 Intellectual Property Rights

- 6.1 In connection with the Consultancy Services, the terms of this clause 6 take precedence over the provisions relating to Intellectual Property Rights contained in NCC's General Terms and Conditions.
- 6.2 Nothing in the Agreement shall operate to transfer ownership of the Background IPR of either Party, which shall remain vested in the relevant Party or their third party licensor(s) (as applicable). In addition, nothing in the Agreement shall create any licence in or rights to such Background IPR other than as set out herein.
- 6.3 Upon payment of the Fees in accordance with the terms of the Agreement, the Foreground IPR shall be vested in and be owned exclusively by the Client, provided that during the Term of the Agreement, NCC is granted a fully paid-up, worldwide, non-exclusive, royalty-free licence to use the Deliverables and Background IPR in any Client Materials for the purposes of performing the NCC Services. Both Parties shall take all steps reasonably necessary to give effect to this clause 6.3.
- 6.4 To the extent that any Background IPR of NCC forms part of or is incorporated into the Deliverables, the Client is granted a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual licence to use such Background IPR in connection with the purpose for which the Deliverables were supplied.
- 6.5 In connection with:
- 6.5.1 the Client Materials, the Client warrants; and
- 6.5.2 the Deliverables, NCC warrants,
- that the receipt and use of the same by the other Party in accordance with the Agreement shall not infringe the rights, including any Intellectual Property Rights, of any third party.