

## NCC GROUP TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

### Services Module (Staff Augmentation Services)

#### 1 Agreement Structure and Interpretation

- 1.1 This Services Module sets out the terms and conditions applicable to staff augmentation 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.

#### 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 Staff Augmentation Services;

**"Foreground IPR"** means the Intellectual Property Rights 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 Staff Augmentation Services or the relevant Service Portion (as applicable);

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

**"Staff Augmentation Services"** means the provision by NCC to the Client of one or more NCC Personnel having the qualifications and expertise as described in the Statement of Work to work for the Client in a staff augmentation capacity;

**"Third Party Tools"** means any third party software, hardware or other materials purchased by NCC as agreed in the Statement of Work in order to enable NCC to perform the Staff Augmentation Services; 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 that NCC shall provide the NCC Personnel to the Client to work in a staff augmentation capacity. The NCC Personnel shall meet the requirements set out in the Statement of Work (including in relation to the required levels of expertise and qualification) and will work at the Client's reasonable direction for the duration of the Staff Augmentation Services;
  - 3.1.2 that NCC shall ensure that the NCC Personnel provides the Staff Augmentation Services at the dates and times set out in the Statement of Work and, if no such dates or times are set out in the Statement of Work, these shall be agreed between the Client and NCC as required (both Parties acting reasonably);
  - 3.1.3 to notify NCC in advance of the Service Start Date of any policies and procedures that the NCC Personnel must comply with while working on the Client's premises. NCC shall ensure that the NCC Personnel shall comply with all reasonable policies and procedures so notified;
  - 3.1.4 that, where the Staff Augmentation Services are to take place on the Client's premises, the Client shall ensure that a suitable working space is provided for the NCC Personnel which shall include (without limitation) a desk, network access and, where necessary, access to data centres, server rooms and/or switch rooms. The Client shall also ensure that such premises are safe at all times;
  - 3.1.5 that if it requires the NCC Personnel to use any of the Client's (or its third party licensor's or supplier's) software, systems or premises as part of the Staff Augmentation Services, then the Client shall obtain all necessary licences, permissions, consents authorisations and similar from any third party as necessary for the NCC Personnel to make use of the same;

- 3.1.6 that, while NCC shall use commercially reasonable endeavours to ensure the same NCC Personnel remains assigned to perform the Staff Augmentation Services for the Term, it may substitute such NCC Personnel at any time upon notice to the Client with another that meets the criteria specified in the Statement of Work; and
- 3.1.7 that, if agreed as part of the relevant Statement of Work, NCC will purchase the Third Party Tools in order for it to carry out the Staff Augmentation Services. The costs of such Third Party Tools will be payable by the Client as part of the Fees specified in the Statement of Work.

## 4 Fees and Payment

- 4.1 Unless stated otherwise in the relevant Statement of Work, NCC will invoice the Client for the Fees monthly in arrears.
- 4.2 Unless stated otherwise in the Statement of Work, the Fees payable in respect of any time spent by the NCC Personnel working on Client matters will be billed in units of one Working Day. If the NCC Personnel is required to work outside of a Working Day, additional Fees will be chargeable at the agreed out of hours rate or, if no such out of hours rate has been agreed, at NCC's then standard out of hours rate.
- 4.3 Expenses shall be payable as set out in the Statement of Work. Unless stated otherwise, expenses for travel to and from the Client's or any third party's site other than as stated in the Statement of Work will be charged in line with NCC's standard expenses policy.

## 5 Liability

- 5.1 Notwithstanding that the Staff Augmentation Services may be provided to the Client in connection with a wider project or objective, the Client accepts and acknowledges that: (i) NCC shall have no liability in connection with the outcome of such wider project or objective; and (ii) that NCC's only obligation is to provide the NCC Personnel to work at the Client's reasonable direction pursuant to the terms of the Agreement. NCC does not guarantee any specific results or outcomes from the Staff Augmentation Services.
- 5.2 Other than where the Agreement is terminated by the Client pursuant to NCC's General Terms and Conditions as a result of: (i) a material breach by NCC; (ii) NCC ceases to trade; or (iii) an Insolvency Event which arises in relation to NCC, the Client will be liable in all circumstances (including but not limited to where the Agreement is terminated or the Staff Augmentation Services are cancelled) to pay in full any agreed Fees that relate to the purchase of Third Party Tools as described in clause 3.1.7.
- 5.3 As the NCC Personnel will be provided by NCC to work at the Client's reasonable direction, neither NCC nor the NCC Personnel shall be liable to the Client for any breach of this Agreement (or for any other type of liability) to the extent that the same resulted from NCC or the NCC Personnel complying with the Client's instructions.

## 6 Intellectual Property Rights

- 6.1 In connection with the Staff Augmentation 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 vest 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 Foreground IPR and Background IPR in any Client Materials for the purposes of performing the Staff Augmentation 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 is incorporated into the output of the Staff Augmentation Services, 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 it was supplied.
- 6.5 In connection with the Client Materials, the Client 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.

## 7 Cancellation and Rescheduling

- 7.1 The Staff Augmentation 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**").
- 7.2 The Client accepts and acknowledges that NCC often allocates Personnel weeks or months in advance and would suffer a loss should the Staff Augmentation Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that:

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- 7.2.1 it shall pay to NCC a Cancellation Fee (as genuinely pre-estimated liquidated damages) in the amount calculated in accordance with clause 7.3 below; and
- 7.2.2 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.
- 7.3 The Cancellation Fee shall be calculated as follows:
  - 7.3.1 cancellation request 8-21 days before the Scheduled Date: 50% of the Scheduled Days Cost;
  - 7.3.2 rescheduling request 8-14 days before the Scheduled Date with firm re-booking date: 50% of the Scheduled Days Cost; and
  - 7.3.3 cancellation or rescheduling request within 7 days of the Scheduled Date: 100% of the Scheduled Days Cost.
- 7.4 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.
- 7.5 If the Client re-books the Staff Augmentation Services for another date, the Fees for the Staff Augmentation Services as re-booked will be payable in addition to any Cancellation Fee.