

NCC GROUP TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES Services Module (Online Exposure Monitoring Services)

1 Agreement Structure and Interpretation

- 1.1 This Service-Specific Module sets out the additional terms and conditions applicable to Online Exposure Monitoring ('**OXM**') 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 Service-Specific Module shall have the same meaning ascribed to them in the 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:

"**Contract Year**" means each successive period of 12 (twelve) months from the Service Start Date during which the OXM Services are to be provided;

"**Identified Parameters**" means the domains, IP ranges, IP addresses, specific key words and other parameters to be monitored under the OXM Services, as specified in the Statement of Works, onboarding documentation or otherwise agreed in writing between the parties;

"**MSP Software**" means any software (including any derivatives of such software) owned by a third party and licensed to NCC that NCC agrees to make available for use by the Client on an MSP basis as an integral part of the OXM Services, as specified in the Statement of Works;

"**MSP Software Terms**" means the end user licence agreement provided by the MSP Software owner that will apply to the provision and use of MSP and may be updated from time to time by the MSP Software owner;

"**OXM Services**" means the online exposure monitoring services as described in the Specification Document(s) and/or Statement of Works;

"**Specification Document(s)**" means the service description and/or similar documents contained or referred to in the Statement of Works that describe the relevant OXM Services;

"**OXM Services**" means the provision of NCC's services whereby NCC will use the Identified Parameters to monitor for suspicious activity as described in the Specification Document(s).

3 NCC's Duties

- 3.1 NCC will use reasonable efforts to ensure the OXM Services are provided at the agreed frequency without any interruptions and that the information provided is accurate and up to date to the best of NCC's knowledge.
- 3.2 From time to time, the Client may experience disruption or receive inaccurate information due to circumstances beyond NCC's control for which, subject to clause 23.5 of NCC's General Terms and Conditions, NCC shall not be liable; for example, a lack of availability of the backbone internet infrastructure in the UK or other locations or for data provided by third parties on a scheduled basis (such as zone files and newly registered domains provided by registrars) that is not yet accessible by NCC.
- 3.3 NCC and the MSP Software owner may also need to perform maintenance of its own hardware and software, which may interrupt provision of the OXM Services. NCC will:
 - 3.3.1 endeavour to execute such maintenance with the minimum of disruption to the OXM Services where reasonably possible;
 - 3.3.2 request that the MSP Software owner executes such maintenance with the minimum of disruption to the OXM Services where reasonably possible; and
 - 3.3.3 where reasonably practicable, provide prior notice to the Client.

- 3.4 Unless specified otherwise in the Statement of Works, the following are not included within the scope of OXM Services:
- 3.4.1 professional services work delivered by NCC following the identification of a potentially malicious domain via the OXM Services;
 - 3.4.2 social media monitoring;
 - 3.4.3 individual person monitoring; and
 - 3.4.4 site visits.

4 Client's Duties:

- 4.1 The Client agrees:
- 4.1.1 to ensure at least one employee shall act as liaison between the Client and NCC and shall respond promptly to queries and requests for information;
 - 4.1.2 at all times to co-operate with NCC and to provide it promptly with such information as is reasonably required by NCC;
 - 4.1.3 to inform NCC of any updates or changes in relation to the Identified Parameters;
 - 4.1.4 to use the OXM Services for lawful purposes only and in accordance with all applicable laws and having ensured that the Client has all necessary consents, authorisations or permissions required for the OXM Services to be carried out and provide written evidence of such consents upon NCC's request;
 - 4.1.5 that if NCC (or its Related Bodies Corporate) requires any of the Client's Intellectual Property Rights to be used in connection with the OXM Services the Client shall grant to NCC a non-exclusive, royalty free, licence to use such Intellectual Property Rights solely for the purposes of providing the OXM Services;
 - 4.1.6 to inform NCC of any network or infrastructure changes that may impact the OXM Services, including without limitation:
 - 4.1.6.1 any projected increases in or abnormal usage of the OXM Services outside of what is agreed in the Specification Document(s) or otherwise agreed in writing;
 - 4.1.6.2 any changes that may impact on the OXM Services or NCC's ability to provide the OXM Services;
 - 4.1.6.3 any changes that may have an impact on the capacity or throughput of the OXM Services; and
 - 4.1.6.4 any change that impacts the scope of the OXM Services; and
 - 4.1.7 to inform NCC of any updates or changes in relation to the Identified Parameters.

5 MSP Software

- 5.1 Where a Statement of Works specifies that MSP Software will be used as part of the OXM Services and the Client requires direct access to the MSP Software, NCC shall provide the Client with the right to use such MSP Software subject to the MSP Software Terms.
- 5.2 The Client agrees:
- 5.2.1 to comply and to ensure that any users of the MSP Software comply with the elements of the MSP Software Terms applicable to the OXM Services in respect of its use of the MSP Software. NCC may, at its absolute discretion, suspend the Client's access to the MSP Software if the Client fails to comply with the applicable MSP Software Terms;
 - 5.2.2 that ownership of all Intellectual Property Rights in the MSP Software remains with the MSP Software owner;
 - 5.2.3 that nothing in this Agreement will operate to transfer to the Client or to grant to the Client any licence or other right to use the MSP Software except to the extent necessary to enjoy the benefit of the OXM Services and as set out in the Agreement;
 - 5.2.4 to ensure that its access credentials for the MSP Software are stored securely and only used by those employees of the Client that are expressly authorised by the Client to access



the MSP Software and are not shared with any other person. The Client shall take all reasonable steps to prevent any unauthorised access to the MSP Software and will immediately notify NCC if it becomes aware of any such access; and

- 5.2.5 to identify the individual(s) who will be the authorised user(s) of the MSP Software either in the Statement of Works or as otherwise agreed in writing.
- 5.3 For the avoidance of doubt, to the extent that there is any conflict between the terms of the MSP Software Terms and the remainder of the Agreement, the MSP Software Terms shall prevail.
- 5.4 The Client shall, at all times during and after the termination or expiry of the 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 MSP Software Terms.

6 Fees and Payment

- 6.1 Fees for the OXM Services are payable as set out in the Statement of Works. NCC shall be entitled to revise the Fees for the OXM Services at the end of each Contract Year by giving the Client written notice of such change not less than 30 (thirty) days prior to the end of that Contract Year.
- 6.2 Fees paid or payable in relation to the OXM Services are non-refundable. Accordingly, if the Agreement is terminated or the OXM Services are otherwise cancelled, NCC will be entitled to retain such Fees (and be paid all outstanding invoices) and no refunds or credits will be given.

7 Liability

- 7.1 Subject to clause 23.5 of NCC's General Terms and Conditions, NCC excludes all liability for any use or misuse of information accessed due to another person being informed of or gaining access to the Client's user names and passwords due to the Client's breach of clause 5.2.4 of this Services Module.