

NCC GROUP SERVICE MODULE SOCIAL ENGINEERING SERVICES

1 Agreement Structure and Interpretation

This Service Module sets out the terms and conditions applicable to Social Engineering Services and is to be read in conjunction with the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable, unless stated otherwise herein.

2 Definitions:

“Attack Simulation Target” means an employee, director or subcontractor of the Client who will or may be subject to the Social Engineering Services;

“Contact Information” means the name, title, email address and telephone number of the Attack Simulation Targets;

“Scheduled Days Cost” means Fees that correspond to the days scheduled by NCC Group for provision of the Social Engineering Services or the relevant Service Portion (as applicable); and

“Social Engineering Services” means the provision of phishing, vishing and/or smishing services which simulate an attack on the Client’s employees.

3 Client’s Duties:

3.1 The Client agrees:

- 3.1.1 to ensure at least one employee shall act as liaison between the Client and NCC Group and shall respond promptly to queries and requests for information;
- 3.1.2 that, in the event that there is any complaint from a third party in connection with the Social Engineering Services, NCC Group may be required to stop providing the Social Engineering Services unless and until such complaint is, in NCC Group’s reasonable opinion, adequately resolved;
- 3.1.3 to provide accurate Contact Information and to only provide Contact Information for Attack Simulation Targets with whom the Client has permission to target with Social Engineering Services by virtue of a contractual relationship;
- 3.1.4 to notify NCC Group without undue delay if the Contact Information changes or if the Attack Simulation Target is no longer in scope in accordance with clause 3.1.3;
- 3.1.5 to not provide any material to be utilised as part of the Social Engineering Services which it does not have permission to use or which may infringe a third party’s Intellectual Property Rights;
- 3.1.6 that where requested by NCC Group, promptly review any template used by NCC Group for the purposes of the Social Engineering Services and notify NCC Group of any inaccuracies or if it, in the Client’s opinion, may infringe a third party’s Intellectual Property Rights; and
- 3.1.7 to assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group, its Affiliates and its and their respective officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims, losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of any breach by the Client of this clause 3 or the provision of the Social Engineering Services, save to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group’s breach of the Agreement.

4 NCC Group’s Duties

- 4.1 NCC Group will use reasonable efforts to ensure the Social Engineering Services are provided without any interruptions and that any information provided by NCC Group as part of the Social Engineering Services is accurate and up to date. However, the Client may experience disruptions or receive inaccurate information due to circumstances beyond NCC Group’s control for which, subject to the NCC Group Master Services Agreement or the Short Form Terms and Conditions, NCC Group shall not be liable, for example a lack of availability of the backbone internet infrastructure in the UK or other locations. NCC Group (and its suppliers) may also need to perform maintenance of its own hardware and software, which may interrupt the Social Engineering Services. However, NCC Group will endeavour to execute such essential maintenance with the minimum of disruption to the Social Engineering Services.

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5 Cancellation and Rescheduling

- 5.1 The Client accepts and acknowledges that NCC Group allocates its Personnel weeks or months in advance and would suffer a loss should the Social Engineering Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that it shall pay to NCC Group (as genuinely pre-estimated liquidated damages) the following amount to reflect the losses which NCC Group will incur in the event of such cancellation or rescheduling (the "**Cancellation Fee**"):
 - 5.1.1 cancellation request 8-21 days before the Service Start Date: 50% of the Scheduled Days Cost;
 - 5.1.2 rescheduling request 8-14 days before the Service Start Date with firm re-booking date: 50% of the Scheduled Days Cost; and
 - 5.1.3 cancellation or rescheduling request within 7 days of the Service Start Date: 100% of the Scheduled Days Cost.
- 5.2 Charging of the Cancellation Fee is at NCC Group's discretion. NCC Group will use reasonable commercial efforts to re-deploy its Personnel to other projects to mitigate its losses resulting from cancellation or rescheduling. If NCC Group is able to successfully redeploy its Personnel, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 5.3 If the Client re-books the Social Engineering Services for another date, the Fees for the Social Engineering Services as re-booked will be payable in addition to any Cancellation Fee.