

NCC GROUP SERVICE MODULE

DDOS SERVICES

1 Agreement Structure and Interpretation

This Service Module sets out the terms and conditions applicable to DDOS 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:

“**DDOS**” means distributed denial of service;

“**DDOS Services**” means DDOS simulation testing services and any related consultancy services provided by NCC Group;

“**ISP**” means internet service provider;

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

“**Service Portion**” means a phase, subproject, or similar portion of the total DDOS Services as described in the Statement of Work or otherwise agreed between the Parties; and

“**System**” means the systems and networks which the Client requires to be security tested, security monitored and/or scanned or DDOS simulation tested as part of the DDOS Services, together with any software, systems, networks, premises, equipment, data structures, protocols, computers, programs, data, hardware and firmware linked to the same and data passing across or contained in any of the foregoing.

3 Client's Duties:

3.1 The Client agrees:

3.1.1 to obtain consent from its ISP and any third party suppliers of the System for the DDOS Services to be carried out and, when requested by NCC Group, to provide written evidence of such consent and to notify all relevant third party service providers, mitigation provider and owners of third party equipment, including ISPs and hosting service providers, of the time and date on which the DDOS Services are to be carried out, and that the same is a simulated attack to be carried out by NCC Group;

3.1.2 to arrange a mutually convenient time and date with NCC Group for the performance of the DDOS Services;

3.1.3 to ensure at least one senior employee who has substantial experience and knowledge of the Systems and project management will (i) act as liaison between the Client and NCC Group, responding promptly to any queries or requests for information and (ii) is in contact with NCC Group Personnel while they are performing DDOS Services;

3.1.4 to ensure that any mitigation provider, or any other third party referred to in clause 3.1, who wishes to be involved in or present during the provision of the DDOS Services is subject to confidentiality obligations no less onerous than those set out in the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable;

3.1.5 to co-operate with NCC Group and to provide it promptly with such information about the System as are reasonably required by NCC Group;

3.1.6 that it shall properly and fully back-up all data and copies of all computer programs and data which are held immediately prior to commencement of the DDOS Services, and which may be affected by the provision of the DDOS Services and, where appropriate, make back-ups not less than daily to enable straightforward recovery and/or reinstatement of any and all data and/or computer programs lost or damaged (whether in whole or part) through performance of the DDOS Services;

3.1.7 that, whilst NCC Group will use reasonable endeavours to avoid disruption to the Client's network disruption and/or damage to the Systems and/or possible loss of or corruption to data and/or software may occur and the Client agrees to make back-ups pursuant to clause 3.1.6 of this Service Module;

- 3.1.8 to notify NCC Group in writing in advance or as soon as possible after becoming aware of any periods during which NCC Group should not perform the DDOS Services or should cease performing the DDOS Services due to critical business processes (such as batch runs) or if any part of the System is business critical to enable NCC Group to modify its testing approach if necessary, with the Client's consent;
- 3.1.9 to assume all liability and to 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 (including claims for alleged or actual infringement of Intellectual Property Rights), 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 the provision of the DDOS 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;
- 3.1.10 to ensure there is sufficient bandwidth to enable NCC Group to perform the DDOS Services;
- 3.1.11 to procure and maintain a stable network connection and/ or telecommunication links between the Client's employees and NCC Group Personnel throughout the provision of the DDOS Services. The Client further agrees and acknowledges that NCC Group shall have no liability to the Client for any failure to deliver the DDOS Services or the delay in the delivery of the DDOS Services to the extent it arises out of the Client's failure to procure a stable network connection and/ or telecommunication links;
- 3.1.12 that, by signing the Authorisation Form, the Client consents, for itself and on behalf of all its Affiliates, to NCC Group (or its Affiliates) performing the DDOS Services and confirms that it has procured, where necessary, the consent of all its (and its Affiliates') third party service providers (including ISPs), third party software vendors and equipment owners, employees, agents and sub-contractors for NCC Group (or its Affiliates) to carry out the DDOS Services. Such consent includes authorisation for the purposes of any applicable legislation, including: Part 10.7 of the Criminal Code Act 1995 (Cth), and Part 2 of the Computer Misuse Act 1993, that NCC Group, its Affiliates and its and their employees (including, but not limited to, the NCC Group Personnel), agents and sub-contractors may perform DDOS Services which may;
 - 3.1.12.1 impair the operation of the System;
 - 3.1.12.1 hinder access to the System; and
 - 3.1.12.1 impair the operation of any program and/or the reliability of any data relating to the System;
- 3.1.13 that there is a risk that the DDOS Services may lead to the loss or corruption of the Client's data and/or Personal Data affected by such DDOS Services, and that the same is an inherent risk of DDOS Services even when performed in accordance with Good Industry Practice. The Client is advised to back up its data prior to the Service Start Date as described in clause 0 above. Subject to the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable, NCC Group will not be liable for any such loss of data;
- 3.1.14 that during the provision of the DDOS Services, advise NCC Group immediately of any changes to the System;
- 3.1.15 that DDOS Services may cause tested Systems to fail and may cause other load associated problems. The Client agrees that, subject to the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable, all DDOS Services are carried out entirely at the Client's risk, and
- 3.1.16 that, unless otherwise specified in the Statement of Work, NCC Group shall not be required to remediate or repair any damaged, disrupted or failing System.

4 NCC Group's Duties

- 4.1 NCC Group will use reasonable endeavours to ensure the DDOS Services are provided at the agreed frequency without any interruptions and that the information provided is accurate and up to date. However, from time to time 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, as applicable, 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 may also need to perform maintenance of its own hardware and software, which may interrupt provision of the DDOS Services. NCC Group will endeavour to execute such maintenance with the minimum of disruption to the DDOS Services and will, where feasible, provide prior notice to the Client.
- 4.2 NCC Group will notify the Client of any bandwidth requirements it may have to enable it to perform the DDOS Services.

5 Fees and Payment

- 5.1 Any expenses in addition to the basic Fees shall be agreed in advance and shall be reimbursed by the Client.



6 Ownership of System

- 6.1 Ownership of the System and all Intellectual Property Rights in the System remains at all times with the Client and/or its ISP or other third party supplier (as applicable).

7 Cancellation and Rescheduling

- 2.1 The Client accepts and acknowledges that NCC Group allocates its Personnel weeks or months in advance and would suffer a loss should the DDOS 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**”):
 - 7.1.1 cancellation or rescheduling request within 7 days of the Service Start Date: 100% of the Scheduled Days Cost.
- 7.2 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.
- 7.3 If the Client re-books the DDOS Services for another date, the Fees for the DDOS Services as re-booked will be payable in addition to any Cancellation Fee.

8 Liability

Subject to the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable, NCC Group excludes all liability for any and all damage to the Client's systems, databases and domains caused during the provision of the DDOS Services in accordance with the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable and this Service Module.