

NCC GROUP TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

Services Module (Forensic Services)

1 Agreement Structure and Interpretation

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

"Equipment" means the hardware, software or other materials and equipment detailed in the Statement of Work or Authorisation Form which are to be investigated by NCC as part of the Forensic Services;

"Forensic Services" means the process of undertaking computer forensic examination as described in the Statement of Work and/or the Authorisation Form;

"ISP" means Internet Service Provider;

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

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

3 Client's Duties

3.1 The Client:

- 3.1.1 confirms that any hardware which is included within the Equipment is in good working order and that any software which is included in the Equipment functions fully and properly. If, when carrying out the Forensic Services, NCC discovers faults in the Equipment which require additional work, NCC reserves the right to charge additional fees in accordance with clause 5.2 of this Services Module;
- 3.1.2 acknowledges that, due to the nature of Forensic Services, NCC cannot guarantee that it will be able to perform and/or complete the Forensic Services. In particular, NCC may be unable to recover the data in whole or in part, may be unable to gain access to some or all of the Equipment and may need to examine additional equipment not included in the relevant Statement of Work or Authorisation Form. In addition, the data recovered may not be of evidentially significant material, the Equipment may suffer damage as a result of the data recovery process and/or the Forensic Services may result in loss of business operating time or interruption to service for the Client. Such problems cannot be identified by NCC until it has commenced Forensic Services and the Client shall remain liable for payment of the Fees (or such proportion of the Fees as NCC may determine appropriate in its absolute discretion);
- 3.1.3 agrees, where the Forensic Services are to take place on the Client's premises, to ensure that a suitable working space is provided for NCC's Personnel which shall include a desk and network access where appropriate;
- 3.1.4 agrees that it will, unless otherwise agreed, deliver the Equipment to the relevant NCC premises and collect the Equipment from those premises or authorise other means of delivery and return at the Client's own risk and expense. Subject to clause 23.6 of NCC's General Terms and Conditions, NCC shall not be liable for the Equipment during transit to or from its offices;
- 3.1.5 shall assume all liability and shall indemnify, keep indemnified and hold harmless NCC, its Related Bodies Corporate and its and their 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 (or its Related Bodies Corporate) as a result of the provision of the Forensic

Services, except to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC's breach of the Agreement;

- 3.1.6 agrees to ensure at least one employee has experience of the Equipment and will act as liaison between the Client and NCC, responding promptly to queries and requests for information;
- 3.1.7 agrees at all times to co-operate with NCC and to provide it promptly with such information about the Equipment as is reasonably required by NCC;
- 3.1.8 agrees to ensure that, where the Forensic Services are taking place on its 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 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;
- 3.1.9 agrees that it has procured consent required for NCC (and its Related Bodies Corporate) to be permitted to carry out the Forensic Services and that, when requested by NCC it will provide evidence of such consents. NCC will be carrying out the Forensic Services in the belief that the Client has obtained all appropriate consents, permits and permissions;
- 3.1.10 agrees that, where NCC (or its Related Bodies Corporate) supplies any software and/or hardware as part of the Forensic Services, it shall only use such software and/or hardware for lawful purposes, solely to the extent necessary to receive the benefit of the Forensic Services and in accordance with any applicable licence terms and NCC's (or its Related Bodies' Corporate) instructions; and
- 3.1.11 authorises NCC to work on or remove Equipment which is compromised or which it believes to be compromised.

4 NCC's Duties

- 4.1 NCC shall provide a receipt for any Equipment or image that it removes from the Client's premises.

5 Fees and payment

- 5.1 Unless otherwise stated in the Statement of Work and/or the Authorisation Form the Fees do not include: (i) attendance by an NCC representative at any case conferences, meetings or court hearings; (ii) the storage by NCC of any property or data post completion of the Forensic Services; and/or (iii) the cost of transporting the Equipment to/from NCC's premises. If NCC agrees to carry out any of these activities it shall be entitled to charge reasonable additional fees.
- 5.2 NCC reserves the right to increase the Fees and/or to charge additional fees should additional work not listed in the Statement of Work and/or the Authorisation Form, such as reverse engineering, become necessary. This includes additional work necessitated by a defect in any of the Equipment. NCC will not increase the Fees and/or charge any additional fees without informing the Client in writing in advance.

6 Cancellation and Rescheduling

- 6.1 The Forensic 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**").
- 6.2 The Client accepts and acknowledges that NCC often allocates Personnel weeks or months in advance and would suffer a loss should the Forensic Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that:
 - 6.2.1 it shall pay to NCC a Cancellation Fee (as genuinely pre-estimated liquidated damages) in the amount calculated in accordance with clause 6.3 below; and
 - 6.2.2 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.
- 6.3 The Cancellation Fee shall be calculated as follows:
 - 6.3.1 cancellation or rescheduling request 8-30 days before the Scheduled Date: 50% of the Scheduled Days Cost; and
 - 6.3.2 cancellation or rescheduling request less than 8 days before the Scheduled Date: 100% of the Scheduled Days Cost.



- 6.4 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.
- 6.5 If the Client re-books the Forensic Services for another date, the Fees for the Forensic Services as re-booked will be payable in addition to any Cancellation Fee.

7 Ownership of Equipment

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

8 Liability

- 8.1 Subject to clause 23.6 of NCC's General Terms and Conditions, NCC shall not be liable for any loss suffered by the Client or any third party due to the occurrence of any of the events listed in clause 3.1.2 or a breach of any other part of clause 3.1 of this Services Module.