

NCC GROUP SERVICE MODULE

STAFF AUGMENTATION SERVICES

1 Agreement Structure and Interpretation

This Service Module sets out the terms and conditions applicable to staff augmentation 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.

2 Definitions:

"Scheduled Days Cost" means Fees that correspond to the days scheduled by NCC Group 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 Group to the Client of one or more NCC Group 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 Group as agreed in the Statement of Work in order to enable NCC Group 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 Group shall provide the NCC Group Personnel to the Client to work in a staff augmentation capacity. The NCC Group 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 Group shall ensure that the NCC Group 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 Group as required (both Parties acting reasonably);
- 3.1.3 to notify NCC Group in advance of the Service Start Date of any policies and procedures that the NCC Group Personnel must comply with while working on the Client's Site. NCC Group shall ensure that the NCC Group 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 Group 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 Group 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 Group Personnel to make use of the same;
- 3.1.6 that, while NCC Group shall use commercially reasonable endeavours to ensure the same NCC Group Personnel remains assigned to perform the Staff Augmentation Services for the Service Term, it may substitute such NCC Group 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 Group 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 Statement of Work, the Fees payable in respect of any time spent by the NCC Group Personnel working on Client matters will be billed in units of one Working Day. If the NCC Group 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 Group's then standard out of hours rate.
- 4.2 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 Group'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) subject to the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable, NCC Group shall have no liability in connection with the outcome of such wider project or objective; and (ii) that NCC Group's only obligation is to provide the NCC Group Personnel to work at the Client's reasonable direction pursuant to the terms of the Agreement. NCC Group 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 Group's Master Services Agreement or the Short Form Terms and Conditions, as applicable, as a result of: (i) a material breach by NCC Group; or (ii) an Insolvency Event which arises in relation to NCC Group, 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 Group Personnel will be provided by NCC Group to work at the Client's reasonable direction, subject to the NCC Group Master Services Agreement or the Short Form Terms and Conditions, as applicable, neither NCC Group nor the NCC Group 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 Group or the NCC Group Personnel complying with the Client's instructions.

6 Cancellation and Rescheduling

- 6.1 The Client accepts and acknowledges that NCC Group allocates its 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 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**"):
- 6.1.1 cancellation request 8-21 days before the Service Start Date: 50% of the Scheduled Days Cost;
- 6.1.2 rescheduling request 8-14 days before the Service Start Date with firm re-booking date: 50% of the Scheduled Days Cost; and
- 6.1.3 cancellation or rescheduling request within 7 days of the Service Start Date: 100% of the Scheduled Days Cost.
- 6.2 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.
- 6.3 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.