

NCC GROUP SERVICE MODULE

MANAGED EXTENDED DETECTION AND RESPONSE SERVICES

- 1.1 This Service Module sets out the terms and conditions applicable to managed extended detection and response services and is to be read in conjunction with the NCC Group Master Services Agreement. Capitalised terms in this Service Module shall have the same meaning ascribed to them in the NCC Group Master Services Agreement unless stated otherwise.
- 1.2 Clauses 1 to 11 of this Service Module apply to all Managed Extended Detection and Response Services. The Schedules attached to this Service Module set out additional terms and conditions that are applicable to the relevant MXDR Service Offerings, including, if applicable, Network Detection and Response Services (NDR) Managed Endpoint Detection & Response Services (EDR), Managed SIEM Services (SIEM), Online Exposure Monitoring Services (OXM), Retained Incident Response Services (RIR Services), and Managed Software Canary Services .
- 1.4 To the extent that there is any conflict between (i) Clauses 1-11 of this Service Module and (ii) a Schedule to this Service Module, the relevant Schedule shall take precedence in respect of the applicable MXDR Service Offering to which it relates.

“Alert” means a response to the correlation of one or more individual Events processed by an MXDR Service Offering, generated by such MXDR Service Offering where a potential situation requires analysis and investigation;

“Annual Fees” means those Fees payable by the Client each Contract Year for the ongoing provision of the MXDR Services, as set out in the Statement of Work (and excluding, for the avoidance of doubt, the Set Up Fees);

DFIR;

“Contract Year” means in respect of a particular MXDR Service Offering, each successive period of 12 months from the Relevant Go Live Milestone during which that MXDR Service Offering is to be provided;

“DFIR” means NCC Group’s digital forensic and incident response team;

“Event” means an individual item of machine data which is generated as a response to an action, change or series of actions and changes made to an IT system or network providing visibility as to the timing and nature of the action or change;

“End User Licence Agreement” means the end user licence agreement or similar document that the Client is required to enter into directly with the relevant third party vendor to enable the Client to use and receive the Third Party Software;

“False Positive” means an alarm which is generated indicating that a security incident has occurred which subsequent investigation determines is incorrect;

“Go Live Milestone” means in respect of a particular MXDR Service Offering, the earlier of (i) 12 weeks from the date of acceptance of the applicable Statement of Work and (ii) the date NCC Group confirms in writing to the Client that the Set Up Services have been completed;

“ISP” means internet service provider;

“Managed eXtended Detection & Response Services” or **“MXDR Services”** means the portfolio of managed extended detection and response services to be delivered by NCC Group from the SOC and/or DFIR, as described in the relevant Service Description and which are the subject of the Agreement

“MXDR Portal” means the NCC Group Unified Cyber Platform (UCP) (or any alternative portal) made available for access by the Client as part of the MXDR Services, for the purposes of providing secure communications, information exchange, incident management (ticket and incident data), and real time performance metrics;

“MXDR Service Offering” means an individual service offering which forms part of the MXDR Services;

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

“NCC Equipment” has the meaning given to it in clause 5.1;

“Normal Office Hours” means 8am – 6pm (GMT/BST or as applicable at the relevant time in the country or region specified in the Statement of Work) on any day which is a Working Day;

“Onboarding Form” means the applicable onboarding form requesting pre-Service information from the Client, to be completed by the Client and returned to NCC Group within 5 (five) Working Days of receipt from NCC Group;

“Relevant Go Live Milestone” means the date which is the earliest of the respective Go Live Milestones for all MXDR Services to be provided under the Agreement;

“Relevant Systems” means any systems, networks, hardware or software which the Client requires to be monitored or investigated (as applicable) as part of the MXDR Services, together with any software, systems, networks, premises, equipment, data structures, protocols, computers, hardware and firmware linked to the same and data passing across or contained in any of the foregoing;

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"Service Level(s)" means the applicable service level(s) that shall apply to the MXDR Service Offerings, as contained in the Service Description and/or Statement of Work;

"Service Level Appendix" means the appendix to the Service Description setting out the Service Levels (if applicable) to the MXDR Service Offerings;

"Service Level Start Date" means, in respect of each Service Level, the date which is 4 (four) weeks from the applicable Go Live Milestone or such other date as is specified in the applicable Statement of Work;

"Set Up Fees" means (i) those Fees payable by the Client in respect of the Set Up Services, and (ii) all licence fees in respect of the Third Party Software and/or MSP Software, as specified in the Statement of Work;

"Set Up Services" means the initial set up and installation services to be provided by NCC Group in respect of each MXDR Service Offering, as set out in the Service Description and/or Statement of Work;

"Service Description" means the service description applicable to the MXDR Services and which forms part of the Agreement, as updated by NCC Group from time to time;

"Site(s)" means the location(s) which the Client has advised NCC Group in the Onboarding Form that the NCC Equipment will be located or, where no such site is stated in the Onboarding Form, such location(s) as agreed between the Parties;

"SOC" means NCC Group's 24-hour security operations centre;

"Third Party Software" means any software (including any derivatives of such software) owned by a third party that NCC Group agrees to supply to the Client on a resale basis as specified in the Statement of Work;

"Third Party Vendor Terms" means the specific terms and conditions that will apply to the provision and use of MSP Software, the current version of which is either included within the relevant Statement of Work, Schedule to this Service Module, or is otherwise made available by NCC Group;

"Working Day" means any day other than a Saturday, a Sunday or any day which is a bank holiday in the country (or countries) specified in the Statement of Work; and

"Working Hours" means a period of 8 hours during Normal Office Hours.

3.1 The Client agrees:

- 3.1.1 to complete and return to NCC Group the relevant Onboarding Form by the Client within 5 Working Days of receipt from NCC Group;
- 3.1.2 to provide NCC Group with all information, assistance, approvals and authorisations as may be reasonably necessary to allow NCC Group to interface with the Relevant Systems and in order for NCC Group to provide the MXDR Services;
- 3.1.3 without prejudice to clause 3.1.2:
 - 3.1.3.1 to obtain, prior to the Service Start Date, all consents required from its ISP and any third party suppliers of the Relevant Systems together with such other consents required for the MXDR Services to be carried out and provide written evidence of such consents upon NCC request;
 - 3.1.3.2 if relevant, and prior to the Service Start Date, to notify relevant employees that the MXDR Services are to be carried out and that they may be monitored;
 - 3.1.3.3 to provide remote access to all Relevant Systems as necessary for the provision of the MXDR Services;
 - 3.1.3.4 to ensure that its Relevant Systems shall use Western character sets (and that NCC Group shall not be required to carry out the MXDR Services on Relevant Systems which use non-Western character sets for the duration of the MXDR Services,
 - 3.1.3.5 to provide NCC Group with prompt access to at least one employee who shall have substantial computer systems, network and project management experience of the Systems and any other applicable systems, who shall act as liaison between the Client and NCC Group;
 - 3.1.3.6 to inform NCC Group of any network or infrastructure changes that may impact the MXDR Services or NCC Group's ability to provide the MXDR Services;
 - 3.1.3.7 to provide feedback to NCC Group from investigations carried out when an incident reported via the MXDR Services is found to be a False Positive; and
 - 3.1.3.8 at all times to co-operate with NCC Group and to provide NCC Group promptly with such other relevant information and appropriate log files about the Systems, network, premises, equipment, data structures, protocols, software, hardware and firmware as is reasonably required by NCC Group;
- 3.1.4 to comply with its obligations in respect of any NCC Equipment as set out in the applicable Schedule to this Service Module or otherwise in this Agreement;
- 3.1.5 where the MXDR Services are to take place on the Client's premises:

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- 3.1.5.1 to ensure that a suitable working space is provided for the NCC Group Personnel which shall include (without limitation) a desk and network access where appropriate; and
 - 3.1.5.2 to indemnify, keep indemnified and hold harmless NCC Group and its Affiliates 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 without limitation costs of enforcement) and expenses which NCC Group (or its Affiliates) incurs or suffers directly or indirectly in any way whatsoever arising out of or in connection with any claim or action against NCC Group (or its Affiliates) for death and/or personal injury arising out of the Client's failure to provide safe premises;
- 3.1.6 to only use the MXDR Services in support of the Client's own business operations;
- 3.1.7 to comply with any additional acceptable use policy or other terms of use which may be set out in the Service Description or which may otherwise be provided by NCC Group to the Client. In the event of any conflict between such policy or terms and the remainder of the Agreement, the remainder of the Agreement shall take precedence;
- 3.1.8 that NCC Group may retain information or data resulting from the MXDR Services to the extent that it reasonably requires it to improve its managed extended detection and response services generally.
- 3.2 The Client agrees that it is a condition of the Agreement that, where applicable, it shall, and shall procure that its employees, representatives and any other users, shall comply with any Third Party Vendor Terms.
- 3.3 The Client shall assume all liability and shall indemnify, keep indemnified and hold harmless NCC Group, its Affiliates 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, but not limited to, claims for alleged or actual infringement of Intellectual Property Rights), 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 suffered, incurred or sustained by NCC Group (or its Affiliates) directly or indirectly as a result of the failure by the Client to comply with its obligations under this clause 3.
- 4.1 NCC Group shall notify the Client if any threat or malicious activity is detected through the MXDR Services in accordance with the reporting mechanisms and principles agreed with the Client in the Onboarding Form and in line with the Service Description for MXDR Services.
- 4.2 NCC Group shall, subject to the remainder of this Service Module and with effect from the applicable Go Live Milestone for the relevant MXDR Service Offering, provide the MXDR Services in accordance with the applicable Service Levels provided that any remedies for failure to meet the Service Levels as set out in clause 4.3 below shall only apply from the applicable Service Level Start Date.
- 4.3 If NCC Group's provision of the MXDR Services does not meet the applicable Service Levels in accordance with clause 4.2 above, the Client shall be granted Service Credit(s) in accordance with the Service Level Appendix, to the extent applicable. Such Service Credit(s) (and/or any other remedies specified in the Service Level Appendix) shall be the Client's sole and exclusive remedy for such failure to meet the Service Levels.
- 4.4 Any failure by NCC Group to achieve a Service Level or other obligation under the Agreement shall be disregarded (and NCC Group shall not be considered in breach of its obligations hereunder) where such failure is caused by or related to:
 - 4.4.1 a failure by the Client to comply with its obligations under the Agreement; and/or
 - 4.4.2 without prejudice to the generality of the force majeure clause within the NCC Group Master Services Agreement, any event or circumstance which is beyond the reasonable control of NCC Group, including but not limited to:
 - 4.4.2.1 any failure, disruption and/or error in the Relevant Systems;
 - 4.4.2.2 ISP or third party software supplier (including AWS) failures or disruptions;
 - 4.4.2.3 any failure, disruption and/or error in the Client's infrastructure upon which NCC Equipment, Third Party Software or MSP Software is hosted;
 - 4.4.2.4 an error or fault with the NCC Equipment caused by a breach by the Client of its obligations in respect of such NCC Equipment;
 - 4.4.2.5 an error or fault with any Third Party Software, other than where caused by configuration by NCC Group of such Third Party Software as part of the MXDR Services;
 - 4.4.2.6 any other event or circumstance specifically referred to in the applicable Schedule to this Service Module, the Service Description and/or the Statement of Work).
- 4.5 NCC Group will not be required to travel to such countries listed as "Advise against all travel" or "Advise against all but essential travel" by the Foreign Commonwealth Office (FCO) in its travel advice or to those countries where travel is

restricted in accordance with NCC Group's internal policies.

- 5.1 NCC Group (or its Affiliates) may temporarily provide hardware to the Client to assist in delivery or performance of the Services (the "**NCC Equipment**"). In such cases, this clause 5 shall apply.
- 5.2 NCC Group consents to the Client using the NCC Equipment, solely in relation to the Services, for such period as may be agreed (or, in the absence of agreement, for so long as NCC Group stipulates) (the "**NCC Equipment Term**"). The NCC Equipment shall at all times be and remain NCC Group's exclusive property and shall be held by the Client in safe custody and an appropriate environment at Client's own risk and maintained and kept in good condition until returned to NCC Group. The NCC Equipment shall not be disposed of or used other than in accordance with NCC Group's written instructions or authorisation.
- 5.3 A return-to-base warranty is provided for all NCC Equipment for the NCC Equipment Term. The Client acknowledges and agrees that it shall return the NCC Equipment to NCC Group within 14 (fourteen) days of the NCC Equipment Term ending. Delivery to the Client is at NCC Group's cost and any return of the NCC Equipment is at the Client's cost. On returning of the NCC Equipment, risk in the NCC Equipment shall pass to NCC Group once the Client has received written signed acknowledgement of receipt of the NCC Equipment.
- 6.1 Annual Fees for the MXDR Services are payable annually in advance. NCC Group will invoice the Client for the first such payment upon the Relevant Go Live Milestone, and subsequent invoices will be raised upon each anniversary thereof during the Service Term. NCC Group will invoice the Client for the Set Up Fees upon the acceptance of the applicable Statement of Work or as otherwise agreed in a Statement of Work.
- 6.2 NCC Group shall be entitled to revise the Fees for the MXDR Services at the end of each Contract Year by giving the Client written notice of such change not less than thirty (30) days' prior to the end of that Contract Year.
- 6.3 NCC Group shall be permitted to charge the Client additional fees should additional services not specified within the Statement of Work become necessary or are requested by the Client.
- 6.4 All payments due under this Agreement shall be made without any deduction by way of set off, counterclaim, discount or abatement or otherwise except where the Client is expressly permitted to do so by court order.
- 6.5 Expenses for travel to a Client's location where required for the purposes of the MXDR Services or any additional services pursuant to clause 6.3 shall be chargeable in addition to the Fees.
- 7.1 The Client acknowledges and agrees that the MXDR Services cannot be cancelled. Subject to clause 7.3 below, any Fees paid or payable in relation to MXDR Services are non-refundable.
- 7.2 In the event of termination of the Agreement, subject to clause 7.3 below:
- 7.2.1 NCC Group will be entitled to retain all Fees paid (and to be paid immediately for all amounts that are as at that date invoiced but unpaid) and no refunds or credits will be given; and
- 7.2.2 the Client will immediately pay any unpaid Fees that would have been payable in respect of the remainder of the Service Term following the effective date of termination but for such termination.
- 7.3 Notwithstanding clause 7.2, where the Agreement is terminated due to material breach by NCC Group, NCC Group shall refund any pre-paid Annual Fees covering the remainder of the Service Term after the effective date of termination and the Client shall not be required to pay any Annual Fees that would have been payable in respect of the remainder of the Service Term following the effective date of termination but for such termination.
- 7.4 Notwithstanding any other provision of this clause 7, in no event will termination, irrespective of the reason or circumstance, relieve the Client from paying: (i) Fees in respect of the period prior to the effective date of termination; and (ii) any Set Up Fees that would have been payable in respect of the remainder of the Service Term following the effective date of termination but for such termination, which shall become payable immediately on termination.
- 7.5 The MXDR Services cannot be postponed by the Client beyond the Service Start Date save by mutual agreement in accordance with the Change Control Procedure set out in clause 8 below, and subject to the payment of any additional Fees payable thereunder.
- 8.1 A change to the Agreement, Services or Deliverables (a "**Change**") will not be effective unless agreed and documented by the Parties in accordance with this clause 8.

- 8.2 NCC Group and the Client shall discuss any Change proposed by either Party and such discussion shall result in either an agreement not to proceed, a written request for a change from the Client, or a recommendation for a Change from NCC Group.
- 8.3 Any written request from the Client shall include sufficient detail to enable NCC Group to reasonably assess the impact of such Change on the MXDR Services, the Deliverables, the Fees and the Agreement.
- 8.4 Where a written request for a Change is received from the Client, NCC Group shall submit a change note ("**Change Control Note**") within ten (10) Working Days of receipt of such request, containing the information required to be specified therein. Any recommendation from NCC Group for a change will be submitted by NCC Group as a Change Control Note.
- 8.5 The Client shall, within five (5) Working Days of receipt of a Change Control Note, evaluate such Change Control Note and either:
- 8.5.1 request further information;
 - 8.5.2 discuss such Change Control Note with NCC Group;
 - 8.5.3 approve the Change Control Note as submitted by NCC Group; or
 - 8.5.4 reject such Change.
- Any acceptance or rejection of such Change shall be made by notice in writing to NCC Group.
- 8.6 If the Client and NCC Group agree a change and the relevant Change Control Note, then signature of the Change Control Note by duly authorised signatories of both Parties will constitute a formal amendment to the Agreement to the extent specified in such Change Control Note.
- 9.1 NCC Group grants to the Client during the Service Term a non-exclusive, royalty free, licence to access and use the MXDR Portal solely to the extent necessary to receive the MXDR Services and in compliance with NCC Group's acceptable use policy for such portal in force from time to time.
- 9.2 Ownership of all Intellectual Property Rights in the MXDR Portal remains with NCC Group and nothing in the Agreement will operate to transfer to the Client or to grant to the Client any other licence or right to use the MXDR Portal.
- 9.3 NCC Group may at its absolute discretion suspend the Client's access to the MXDR Portal at any time if the Client uses the MXDR Portal in breach of the Agreement or the applicable acceptable use policy.
- 9.4 The Client shall ensure that its access credentials for the MXDR Portal are stored securely and only used by authorised employees and are not shared with any other person. The Client shall take all reasonable steps to prevent any unauthorised access to the MXDR Portal and will immediately notify NCC Group if it becomes aware of any such access.
- 10.1 NCC Group shall not be liable for any:
- 10.1.1 loss of or damage to the Client's, its agents' and/or its subcontractors' property caused directly or indirectly by the NCC Equipment;
 - 10.1.2 disruption to the Relevant Systems or any loss of or corruption to any data and/or software during the period of the MXDR Services; or
 - 10.1.3 use or misuse of information accessed due to another party being informed of or gaining access to the Client's user names and passwords in connection with the MXDR Portal as a result of the Client's breach of clause 9.4 of this Service Module.
- 10.2 The Client accepts and acknowledges that the MXDR Services reflect the level of information reasonably available to NCC Group when performing such Services. As such, NCC Group does not warrant or guarantee the accuracy of the MXDR Services beyond the date that they were performed, nor does NCC Group warrant or guarantee that any findings and conclusions contained in the Deliverables are exhaustive.
- 10.3 NCC Group Personnel will not be legally qualified. As such, the Client accepts and acknowledges that, while NCC Group and its Personnel may give opinions and recommendations based on its industry experience and expertise, the MXDR Services and any associated Deliverables do not constitute legal advice, and the Client is advised to seek such independent legal advice if it feels it necessary to do so.

Subject to the remainder of this clause, NCC Group and/or its Affiliates may elect to notify relevant third party software and systems vendors of the existence of critical vulnerabilities discovered during performance of the MXDR Services. NCC Group will only make such a notification where it reasonably considers that the existence of the vulnerability should be

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brought to the relevant vendor's attention to prevent harm to other users of the software or systems, and that NCC Group making the notification is generally in the public interest. NCC Group will limit the content of any notification to the existence of the vulnerability in question and will not provide any data or information specific to the Client or which might reasonably be expected to identify the Client. In all cases, NCC Group will never make such a notification in a way that would cause NCC Group to breach its obligations owed to the Client regarding confidentiality and data protection, or any other provision of the Agreement unless it is required to do so by law.

Schedule A – NETWORK DETECTION AND RESPONSE SERVICES

1 Agreement Structure and Interpretation

This Schedule A sets out the additional terms and conditions applicable to Cyber Threat Management Services and is to be read in conjunction with the remainder of this Service Module. Capitalised terms in this Schedule shall have the same meaning ascribed to them in the NCC Group Master Services Agreement unless stated otherwise herein.

2 Definitions:

“Network Detection and Response Services” or **“NDR Services”** means the process of assessing the Relevant Systems for malicious traffic using (i) network detection technology, (ii) proprietary threat intelligence and (iii) remote analyst reviews, triage & investigation of threats;

“NDR Software” means NCC Group’s intrusion detection software installed upon NCC Equipment and provided by NCC Group to Client for the purposes of the NDR Services; and

“NCC Group VPN” means the virtualised private network connecting the NCC Equipment to the SOC.

3 NCC Equipment

3.1 Prior to the Service Start Date, NCC Group shall deliver the NCC Equipment to the Site specified within the Onboarding Form. Any delivery dates given by NCC Group are estimates only, and delivery shall be deemed to have occurred when the NCC Equipment arrives at the specified Site.

3.2 If the Client fails to take delivery of the NCC Equipment, NCC Group may (i) arrange (at the Customer’s cost) for the return and storage of the NCC Equipment until such other date for delivery is agreed between the Parties or (ii) treat the Agreement as repudiated and dispose of the NCC Equipment in any way it sees fit, including by sale to another client.

3.3 The Client shall:

3.3.1 notify NCC Group in writing of any fault or damage to the NCC Equipment within five (5) Working Days of deemed delivery and, at the request of NCC Group, return the NCC Equipment to NCC Group or make the NCC Equipment available for collection and/or inspection;

3.3.2 correctly install and configure the NCC Equipment to the System such that the NCC Group VPN to be able to connect to the System; and

3.3.3 ensure that any hardware and/or software which is included or interoperable with the NCC Equipment is in good working order and functions fully and properly in accordance with the relevant manufacturer user manuals.

3.4 NCC Group shall, upon request, provide remote only support services in connection with the installation and configuration of the NCC Equipment and NDR Software, subject to the payment of additional charges where such support exceeds Working Hours on one Working Day in aggregate.

3.5 Subject to the NCC Equipment being correctly installed and configured, NCC Group shall connect the NCC Group VPN to the System to receive alerts generated by the NCC Group intelligence feed.

3.6 The NCC Equipment shall at all times be and remain NCC Group’s exclusive property. Subject to the Client’s compliance with this clause 3, NCC Group shall grant the Client a non-transferrable, revocable right:

3.6.1 to install and configure the NCC Equipment to the Relevant Systems; and

3.6.2 to use the NCC Equipment, solely in relation to the Relevant Systems and/or the Services and in accordance with the manufacturer instructions and as otherwise expressly instructed by NCC Group.

3.7 The Client agrees that it shall not:

3.7.1 use the NCC Equipment for any purpose other than for the NDR Services;

3.7.2 use the NCC Equipment in accordance with the Agreement and as expressly directed by NCC Group and the manufacturer user manuals;

3.7.3 modify, relocate or otherwise tamper with any NCC Equipment unless such modification, relocation or tampering is undertaken under the supervision of NCC Group Personnel; and

3.7.4 void any applicable manufacturer warranties.

3.8 The NCC Equipment shall be held by the Client in safe custody at Client’s own risk and maintained and kept in good condition until returned to NCC Group and shall not be disposed of or used other than in accordance with NCC Group’s

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written instructions or authorisation. Without prejudice to the generality of the foregoing, the Client agrees that it shall:

- 3.8.1 ensure that the NCC Equipment remains at the Site and shall not be relocated without the prior written consent of NCC Group;
 - 3.8.2 ensure that the NCC Equipment is kept in a suitable secure location;
 - 3.8.3 allow NCC Group and/or its appointed agents and contractors (on reasonable notice during Normal Office Hours) to attend the premises where the NCC Equipment is or may be stored to repair, recover, retrieve, replace or inspect the condition of the NCC Equipment;
 - 3.8.4 be responsible for any damage to or loss of the NCC Equipment from the point of deemed delivery to the Client until the safe return of the NCC Equipment to a location requested by NCC Group in writing, and accordingly shall at all times maintain in full force adequate insurance cover in respect of any and all loss of and/or damage to the NCC Equipment during such period. Such insurance shall be to the full replacement value of the NCC Equipment.
- 3.9 NCC Group shall, subject to clause 3.10, provide NCC Equipment which is in good working order and use reasonable endeavours to provide replacement NCC Equipment as soon as reasonably practicable, but in any event within 10 Working Days of receipt of the notification from the Client of the relevant fault or damage.
- 3.10 NCC Group shall not be required to repair or replace faulty or damaged NCC Equipment if:
- 3.10.1 the NCC Equipment is damaged or a fault has occurred due to the improper use, handling, alteration, installation, repair, maintenance or storage of the NCC Equipment as determined by NCC Group (acting reasonably);
 - 3.10.2 the Client, its personnel, agents and/or contractors use the NCC Equipment for purposes other than permitted under this Agreement, the manufacturer user manuals or the express instructions of NCC Group;
 - 3.10.3 the Client (or its appointed agent or contractor) has incorrectly installed the NCC Equipment to the Relevant Systems;
 - 3.10.4 the Client fails to notify NCC Group of any loss or damage to the NCC Equipment within the timescales required under clause 3.9;
 - 3.10.5 the manufacturer deems that the warranty has been voided;
 - 3.10.6 the Client makes further use of the NCC Equipment after discovering any fault or damage; or
 - 3.10.7 NCC Group (acting reasonably) determines that the fault or damage to the NCC Equipment is negligible and does not impact the delivery of the NDR Services,
- and in such circumstances any replacement of the NCC Equipment by NCC Group shall be at NCC Group's sole option, and shall be charged to the Client at full retail cost plus reasonably incurred fees for such replacement.
- 3.11 Upon expiry or termination of the Agreement, the Client shall (at its own cost and risk) return by reputable courier the NCC Equipment to the location specified in writing by NCC Group within ten (10) Working Days of the MXDR Services ceasing (the "**Return Period**"). The NCC Equipment shall be deemed to have been returned to NCC Group when the NCC Equipment arrives at the specified location. Risk in the NCC Equipment shall not pass to NCC Group until NCC Group has issued written signed acknowledgement of receipt.
- 3.12 The Client shall be liable for all errors, failures and damage to the NCC Equipment that is detected by NCC Group and notified to the Client within thirty (30) days of the return of the NCC Equipment, save where such errors, failures or damage can reasonably be attributed to an inherent failure or error in the NCC Equipment.
- 3.13 If NCC Group does not receive the NCC Equipment:
- 3.13.1 within the Return Period; and
 - 3.13.2 in good cosmetic condition; and
 - 3.13.3 in good working order as determined by NCC Group in its reasonable opinion, taking into consideration fair wear and tear; and
 - 3.13.4 with any warranty sticker still intact and untampered with,
- then the Client shall be liable to pay to NCC Group either (i) the then replacement value of the NCC Equipment as at the end of the Return Period where the Agreement has expired; or (ii) the then current full retail price of the NCC Equipment as at the end of the Return Period, upon earlier termination of the Agreement.
- 3.14 Save as may be otherwise agreed between the Parties, a return-to-base warranty is provided for all NCC Equipment for the duration of the Service Term. The return to base is at the Client's cost and return to Client is at NCC Group's cost.

4 NDR Software

- 4.1 NCC Group grants to the Client a non-exclusive, non-transferable licence for the Service Term to use the NDR Software Managed Extended Detection and Response Services



solely in relation to the NDR Services and for no other purpose.

- 4.2 Ownership of all Intellectual Property Rights in the NDR Software remains with NCC Group and nothing in the Agreement will operate to transfer to the Client or to grant to the Client any other licence or right to use the NDR Software.
- 4.3 NCC Group may at its absolute discretion suspend the Client's access to the NDR Software at any time if the Client uses the NDR Software in breach of the Agreement or the applicable acceptable use policy.

5 Data

- 5.1 The Client shall take such measures to ensure that the network traffic does not exceed such level as stated in the relevant Statement of Work. In the event that the network traffic does exceed such agreed levels the NCC Group shall not be required to provide any MXDR Services in respect of the excess network traffic nor be responsible for monitoring the same unless agreed otherwise under the Change Control Procedure.
- 5.2 NCC Group shall not be responsible for any loss, destruction or unlawful disclosure of any data captured and stored within the NCC Equipment and/or NDR Software (i) while it is at the Site and (ii) during such period of transit from the Site to NCC Group.
- 5.3 NCC Group shall return or permanently erase (as instructed by the Client in writing) the data captured and stored within the NCC Equipment and/or NDR Software as part of the Cyber Threat Management Services as soon as is reasonably practicable upon expiry or termination of the Agreement. NCC Group shall be permitted to permanently erase the data without any liability to the Client (and the Client shall grant NCC Group remote access to the Relevant Systems for the purposes of so doing) unless the Client provides written notice to NCC Group confirming that the data is to be returned to the Client within ten (10) Working Days of expiry or termination of the Agreement or applicable Statement of Work (whichever is earlier).

SCHEDULE B MANAGED ENDPOINT DETECTION & RESPONSE

1 **Agreement Structure and Interpretation**

This Schedule B sets out the additional terms and conditions applicable to Managed Endpoint Detection & Response Services and is to be read in conjunction with the remainder of this Service Module. Capitalised terms in this Schedule shall have the same meaning ascribed to them in the NCC Group Master Services Agreement unless stated otherwise herein.

2 **Definitions:**

"Endpoint Software" means third party end point detection technology, which comprises Endpoint Agents and the Endpoint Detection Platform;

"Endpoints" means the computer devices on which the Endpoint Agents are installed, including but not limited to, laptops, desktops, tablets and servers;

"Endpoint Agents" mean third party sensor software used to collect telemetry data from the Endpoints and to communicate such data to the Endpoint Detection Platform;

"Endpoint Detection Platform" means a third party cloud based management platform used to collect telemetry data from the Endpoints in one central repository;

"Managed Endpoint Detection & Response Services" means the process of assessing the Endpoints for malicious traffic using (i) Endpoint Software, (ii) proprietary threat intelligence and (iii) remote analyst reviews, triage & investigation of threats; and

"Site(s)" means the location(s) which the Client has advised NCC Group in the Onboarding Form that the Endpoint Agents will be installed or, where no such site is stated in the Onboarding Form, such location(s) as agreed between the Parties.

3 **Client's Duties**

- 3.1 The Client shall correctly install and configure the Endpoint Agents to the Relevant Systems at the Site(s) in accordance with NCC Group's instructions. NCC Group shall provide reasonable remote assistance in respect of such installation and configuration.
- 3.2 Upon expiry or termination of the Agreement, the Client shall immediately cease use of the Endpoint Agents and shall confirm in writing to NCC Group that it has done so.
- 3.3 On an ongoing basis for the duration of the Agreement, the Client shall provide NCC Group with all relevant: (i) details of; and (ii) access credentials and user rights in connection with, the Endpoint Software, as requested by NCC Group to enable it to perform the Managed Endpoint Detection & Response Services.
- 3.4 The Client shall procure and maintain appropriate licences to the Endpoint Software specified in the Statement of Work for the Service Term to enable NCC Group to perform the Managed Endpoint Detection & Response Services. For the avoidance of doubt, where the Client has procured, or will procure, the Endpoint Software directly (and not from or via NCC Group), such Endpoint Software is not Third Party Software or MSP Software for the purposes of the Agreement and NCC Group has no responsibility for the performance or operation of the same and shall not be liable for any breach of the Agreement to the extent that it was caused (directly or indirectly) by the Client's failure to comply with this clause 3.
- 3.5 The Client confirms that it has obtained all necessary consents in respect of the Endpoint Software to enable NCC Group to carry out the Managed Endpoint Detection & Response Services including but not limited to the consent of any relevant third party service providers and/or third party software vendors.

4 **Third Party Software - Reseller model**

- 4.1 Where a Statement of Work specifies that the Endpoint Software is Third Party Software, NCC Group shall procure the delivery of such Third Party Software to the Client.
- 4.2 NCC Group shall use reasonable endeavours to deliver the Third Party Software by the applicable delivery date specified in the Statement of Work. Delivery of the Third Party Software takes place on the later of the Third Party Software or, if applicable, the licence key to use the Third Party Software, being: (a) made available by NCC Group for download by the Client using File Transfer Protocol (FTP) or Hypertext Transfer Protocol (HTTP); or (b) sent by email to the Client.

- 4.3 The Client shall be responsible for entering into, and complying with the terms of, any End User Licence Agreement that may be required in order to use the Third Party Software.
- 4.4 The Client's right to use the Third Party Software is governed solely by the third party terms and conditions set out in the relevant End User Licence Agreement. The Client shall comply with the End User Licence Agreement in respect of its use of the Third Party Software.
- 4.5 The Client shall, at all times during and after the termination or expiry of the Agreement, indemnify, keep indemnified and hold harmless NCC Group, its Affiliates 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 Group or its Affiliates directly or indirectly as a result of any breach by the Client of the End User Licence Agreement.
- 4.6 Notwithstanding any other provision in the Agreement to the contrary, NCC Group shall have no liability to the Client or any other party in respect of the Third Party Software (or any acts or omissions of the relevant third party vendors supplying the same), including for times of performance or deliver. For the avoidance of doubt, NCC Group's only obligation is to procure such Third Party Software for the Client on a resale basis, and the Client's rights in respect of such Third Party Software are as contained in the End User Licence Agreement between the Client and the relevant third party vendor, to which NCC Group is not a party.

5 MSP Software - MSP model

- 5.1 Where a Statement of Work specifies that the Endpoint Software is MSP Software, NCC Group shall provide the Client with the right to such use the MSP Software subject to the Third Party Vendor Terms set out in Annex A to Schedule B below.
- 5.2 The Client shall comply the Third Party Vendor Terms in respect of its use of the MSP Software.
- 5.3 For the avoidance of doubt, to the extent that there is any conflict between the terms of the Third Party Vendor Terms and the remainder of the Agreement, the Third Party Vendor 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 Group, its Affiliates 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 Group or its Affiliates directly or indirectly as a result of any breach by the Client of the Third Party Vendor Terms.

Annex A to Schedule B - Third Party Vendor Terms for Endpoint Software (applicable only where Carbon Black Endpoint Software is provided on an MSP model)

1 Definitions

Capitalised terms in this Annex A shall have the same meaning ascribed to them in the NCC Group Master Services Agreement and this Service Module of which is forms part, unless stated otherwise.

"Carbon Black" means Carbon Black Inc, a Delaware corporation with its principle place of business at 1100 Winter street, Waltham MA 02451 USA.

"Partner Solution" means the Managed Endpoint Detection and Response services provided by NCC Group of which the Product is one component of the wider service offering, as more specifically detailed in a Statement of Work.

"Product" means Carbon Black's generally available proprietary software or cloud services product as specified in a Statement of Work.

"MSP Terms" - means the terms in this Annex A between the Client and NCC Group that set out the minimum terms of use of the Product.

2 Acknowledgements

- 2.1 The Client acknowledges and agrees that: (i) the MSP Terms are concluded solely between the Client and NCC Group and that Carbon Black is not party to the MSP Terms; (ii) NCC Group and not Carbon Black is solely responsible to the Client for the Partner Solution, including the Product (iii) Carbon Black has no liability directly to Client, and Client will seek any remedies to which it may be entitled under the MSP Terms or any other agreement solely against NCC Group, and any provisions of the MSP Terms regarding the limitation of Carbon Black's liability must survive expiration or termination of the MSP Terms indefinitely; (iv) the Client may not and may not help or assist others, to reverse engineer, reverse compile, modify or create derivative work of the Product, sublicense the Product or use the Product other than as expressly permitted by these MSP Terms; (v) NCC Group is solely responsible for providing any maintenance and support services to the Client, and NCC Group and Client acknowledge that Carbon Black has no obligation to furnish any maintenance and support services to the Client; (vi) promptly upon expiration or termination of these MSP Terms the Client will delete all copies of the of the Product and all related materials and at Carbon Black's request (via NCC Group) the Client must agree to certify the destruction and return of the Product and related materials; (vii) the terms of these MSP Terms may be updated at Carbon Black's discretion any time and the Client agrees that it shall be bound by any changes made by Carbon Black which NCC Group shall communicate to the Client.

3 Scope of Use

- 3.1 The Client is entitled to use the Product solely as part of the Partner Solution in object code and cloud service form, for Client's internal use only.

4 Warranty

- 4.1 NCC Group is solely responsible for any product warranties, whether express or implied by law, and for all liability from and to the Client arising out of NCC Group's implementation and use of Partner's Solution.
- 4.2 The Client acknowledges and agrees that the Partner Solution in relation to the Product will perform in accordance with the applicable terms of the Agreement. Save for the limited warranty contained in this clause 4.2, to the maximum extent permitted by law, NCC Group disclaim all warranties in relation to the Product, whether express, implied, or statutory, including any warranties of merchantability, satisfactory quality, fitness for a particular purpose, title, and non-infringement, and any warranties arising from course of dealing or course of performance, relating to the service offering and to all materials or services provided to you under the Agreement, including any third-party content. NCC Group does not warrant that the Product will be uninterrupted or free from defects or errors, or that it will meet (or is designed to meet) Client's business requirements.

5 Export and import compliance

- 5.1 US Government Rights: The Client and NCC Group agree and acknowledge that: (i) the Product will not be used, and none of the underlying information, software or technology may be transferred or otherwise exported or re-exported to countries as to which the United States and/or the European Union maintains an embargo (collectively '**Embargoed Countries**'), or to or by a national or resident thereof, or any person or entity in the U.S. Department of Treasury's List of Specially Designated Nationals or U.S Department of Commerce's Table of Denial Orders (collectively '**Designated Nationals**'); (ii) the Product may use encryption technology that is subject to licensing requirements under the U.S Export Administration Regulation 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000; (iii) NCC Group and Client acknowledge and agree that the Product is 'commercial computer software' or 'commercial compute software documentation' and absent a written agreement to the contrary, the U.S Government's rights with respect to such Product are limited by the terms of

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the End User Agreement pursuant to FAR clause 12.212 (a) and/or DFARS clause 227.7202-I (a), as applicable.

6 Third Party Beneficiary

- 6.1 The Client and NCC Group acknowledge and agree that notwithstanding any other provision of the Agreement between NCC Group and the Client (including any general third party rights provisions), Carbon Black, Inc. is the third party beneficiary of these MSP Terms with full power and authority to enforce clauses 2-5 of these MSP Terms against the Client as a third party beneficiary thereof. For the avoidance of doubt, the Parties acknowledge and agree that Client shall not be a third party beneficiary under these MSP Terms with respect to Carbon Black.
- 6.2 The Client acknowledges that NCC Group's use of the Product in the Partner Solution is subject to the Terms of Service ("EULA") accessible at the following link as at the date of the Agreement (or such terms of service or equivalent that replace or supersede these terms and/or as may be varied by Carbon Black or VMware from time to time):

<https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-cloud-services-universal-tos.pdf>

and the Client agrees that it shall adhere to the terms of the EULA specified above (in particular clauses 1.2, 1.3, 1.6, 1.8.2 1.9 and 3.1-3.3) where relevant and to the extent necessary to enable NCC Group to comply with the terms of the EULA.

7 Intellectual Property

- 7.1 Provided the Client's use of the Product is in accordance with the terms of these MSP Terms and the Agreement, NCC Group will defend and indemnify the Client against any and all claims, damages, losses, liabilities and expenses (of whatever form or nature, including, without limitation, reasonable attorneys' and expense fees and costs of litigation), whether direct or indirect, that it may sustain, or that may be claimed against it as a result of the Product infringing a third party copyright, trademark, patent, or other intellectual property right, and pay the resulting cost and damages finally awarded against the Client by a court of competent jurisdiction or the amount stated in a written settlement signed by NCC Group, as long as the Client gives NCC Group: (1) prompt written notice of such claim or action; (2) the right to control and direct the investigation, preparation, defence, and settlement of the action or to allow Carbon Black to do the same; and (3) reasonable assistance and information with respect to the claim or action. If a final injunction is obtained against NCC Group's right to continue using the Product in the Partner Solution or, if in NCC Group's opinion a Product is likely to become the subject of an intellectual property infringement claim, then NCC Group may, at its election, either (a) obtain the right for the Client to continue to use the Product; or (b) replace or modify the Product so that it no longer infringes but functions in a materially equivalent manner. If NCC Group determines that neither of these alternatives is reasonably available, then NCC Group may replace the Product in the Partner Solution with an alternative product as the discretion of NCC Group. This Section shall not apply to infringement or misappropriation claims arising in whole or in part from (1) designs, specifications or modifications originated or requested by the Client; (2) the combination of the Products or any part thereof with other equipment, software or products not supplied by NCC Group if such infringement or misappropriation would not have occurred but for such combination; or (3) the Client's failure to install a maintenance update, where same would have avoided such claim.
- 7.2 Notwithstanding any other provision of the Agreement, the indemnification obligations set forth in clause 7.1 of these MSP Terms constitutes the Client's sole remedy, and NCC Group's sole liability, with respect to any claims that the Product infringes on any third party's Intellectual Property Rights.

8 Data Protection

- 8 The Client consents to Carbon Black (and, where relevant, Carbon Black's sub-processors listed at: <https://www.carbonblack.com/wp-content/uploads/CB-Third-Party-Subprocessor-List-November-2019.pdf> (as amended or updated by Carbon Black from time to time)) being appointed as NCC Group's sub-processor(s) in respect of the Client's data processed in connection with the Services, such data to be processed by NCC Group and/or Carbon Black in the United States, the UK and/or Germany.

9 Indemnity and limit of liability

- 9.1 The Client shall defend and indemnify NCC Group and its subsidiaries, officers, directors, employees, agents and assigns against any and all claims, damages, losses, liabilities and expenses (of whatever form or nature, including, without limitation, reasonable attorneys' and expenses, fees and costs of litigation), whether direct or indirect, that they or any of them may sustain, or that may be claimed against them, as a result of: (A) the Client's violation of any law, regulation or lawful order; (B) a breach or misappropriation of NCC Group's or Carbon Black's intellectual property rights; and/or (C) any breach by the Client of the Agreement or these MSP Terms including any misuse or alteration of the Product.
- 9.2 The Client agrees that NCC Group's maximum liability arising out of or in connection with the Product whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence and also including under any indemnity, shall be limited to an amount equal to the Fees paid by the Client to NCC Group in respect of the Product under the Agreement as at the date such liability arose. For the avoidance of doubt, this clause 9.2 shall take precedence over the Liability clause in the NCC Group Master Services Agreement in respect of NCC Group's liability for the Product only.

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Schedule C – MANAGED SIEM SERVICES

1 Agreement Structure and Interpretation

1. This Schedule C sets out the additional terms and conditions applicable to Managed SIEM Services and is to be read in conjunction with the remainder of this Service Module. Capitalised terms in this Schedule shall have the same meaning ascribed to them in the NCC Group Master Services Agreement unless stated otherwise.

2 Definitions:

"AWS" Amazon Web Services who provide cloud-based services to NCC Group on which the Hosted SIEM Software is hosted;

"SIEM Software" means such software as Microsoft Sentinel, a Hosted Splunk Environment or Splunk Cloud as NCC Group may use for the purposes of providing the SIEM Threat Detection Services, as specified in a Statement of Work (and for the avoidance of doubt, may include MDE Software and/or MSP Software, where applicable);

"MDE or "MDE Software" means NCC Group's managed detection application known as **"Managed Detection Engine"** or **"MDE"** or other similar proprietary software as NCC Group may provide as part of the SIEM Threat Detection Services, as specified in a Statement of Work;

"Managed SIEM" means the security incident and event management services delivered by NCC Group from the SOC as described in the relevant Service Description and Statement of Work; and

"SIEM Software" means the security incident and event management software to be used for the purposes of the SIEM Threat Detection Services.

3 Hosted SIEM

- 3.1 Where a Statement of Work specifies that MDE Software is to be used in the provision of the SIEM Threat Detection Services, the provisions of clause 4 (MDE Software) below shall apply.
- 3.2 NCC Group may at its absolute discretion suspend the Client's access to the Hosted SIEM Software at any time if the Client uses the Hosted SIEM Software in breach of the Agreement or any applicable acceptable use policy or the terms of the Agreement.
- 3.3 Where a Statement of Work indicates that any part of the SIEM Software is MSP Software, the provisions of clause 7 (Managed SIEM – MSP Software (MSP model)) below shall apply in respect of that element of the SIEM Software which is MSP Software.
- 3.5 The Client acknowledges and agrees that the Hosted SIEM Software is hosted on AWS's Cloud platform and that AWS reserves the right to amend its terms and conditions of use from time to time. The Client agrees that it shall, acting reasonably, negotiate in good faith any changes that NCC Group reasonably requires to the Agreement or to the Services where such changes are required as a result of amendments to AWS's terms and conditions to enable the Services to be provided utilising AWS's Cloud platform.
- 3.6 The Client shall, at all times during and after the termination or expiry of the Agreement indemnify, keep indemnified and hold harmless NCC Group, in full and on demand from and against any and all claims, fines, losses, damages, demands, costs, expenses, fees and liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by NCC Group directly or indirectly as a result of: (i) any breach by the Client of the Agreement or (ii) violation of applicable law by the Client; in either case to the extent that it results in a breach by NCC Group of the AWS terms and conditions of use of the AWS Cloud platform available at the following: <https://aws.amazon.com/service-terms/> and <https://aws.amazon.com/agreement/>.
- 3.7 The Client consents to AWS (and, where relevant, AWS's subprocessors listed at <https://aws.amazon.com/compliance/sub-processors/> (as amended from time to time)) being appointed as NCC Group's sub-processor(s) in respect of the Client's data processed in connection with the Services, such data to be processed by NCC Group and/or AWS in the Netherlands, the UK and/or Germany.

4 MDE Software

- 4.1 Where a Statement of Work specifies that MDE Software is to be provided, NCC Group grants to the Client a non-exclusive, non-transferable licence for the Service Term to use the MDE Software, solely in relation to the MXDR Services.
- 4.2 Ownership of all Intellectual Property Rights in the MDE Software remains with NCC Group and nothing in the Agreement will operate to transfer to the Client or to grant to the Client any other licence or right to use the MDE Software.
- 4.3 NCC Group may at its absolute discretion suspend the Client's access to the MDE Software at any time if the Client uses the MDE Software in breach of the Agreement or the applicable acceptable use policy.

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- 4.4 Upon expiry of termination of the Agreement, the Client shall cease all use of the MDE Software and shall confirm in writing to NCC Group that it has done so.

5 Managed SIEM - Third Party Software (Cloud/On Premise - Reseller model)

- 5.1 Where a Statement of Work specifies that the SIEM Software is Third Party Software to be procured by NCC Group on a resale basis, NCC Group shall procure the delivery of such Third Party Software to the Client.
- 5.2 NCC Group shall use reasonable endeavours to deliver the Third Party Software by the applicable delivery date specified in the Statement of Work. Delivery of the Third Party Software takes place on the later of the Third Party Software or, if applicable, the licence key to use the Third Party Software, being: (a) made available by NCC Group for download by the Client using File Transfer Protocol (FTP) or Hypertext Transfer Protocol (HTTP); or (b) sent by email to the Client.
- 5.3 The Client shall be responsible for entering into, and complying with the terms of, any End User Licence Agreement that may be required in order to use the Third Party Software.
- 5.4 The Client's right to use the Third Party Software is governed solely by the third party terms and conditions set out in the relevant End User Licence Agreement. The Client shall comply with the End User Licence Agreement in respect of its use of the Third Party Software.
- 5.5 The Client shall, at all times during and after the termination or expiry of the Agreement, indemnify, keep indemnified and hold harmless NCC Group, its Affiliates 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 Group or its Affiliates directly or indirectly as a result of any breach by the Client of the End User Licence Agreement.
- 5.6 Notwithstanding any other provision in the Agreement to the contrary, NCC Group shall have no liability to the Client or any other party in respect of the Third Party Software (or any acts or omissions of the relevant third party vendors supplying the same), including for times of performance or delivery. For the avoidance of doubt, NCC Group's only obligation is to procure such Third Party Software for the Client on a resale basis, and the Client's rights in respect of such Third Party Software are as set out in the End User Licence Agreement between the Client and the relevant third party vendor, to which NCC Group is not a party.

6 Managed SIEM – using Client directly acquired SIEM Software ('Bring Your Own SIEM')

- 6.1 The Client shall correctly install and configure the SIEM Software to enable NCC Group to provide the SIEM Threat Detection Services. To the extent agreed in a Statement of Work, NCC Group shall provide reasonable remote assistance in respect of such installation and configuration.
- 6.2 On an ongoing basis for the duration of the Agreement, the Client shall provide NCC Group with all relevant: (i) details of; and (ii) access credentials and user rights in connection with, the SIEM Software as requested by NCC Group to enable it to perform the SIEM Threat Detection Services.
- 6.3 The Client shall procure and maintain appropriate licences to the SIEM Software specified in the Statement of Work for the Service Term to enable NCC Group to perform the SIEM Threat Detection Services. For the avoidance of doubt, where the Client has procured, or will procure, the SIEM Software directly (and not from or via NCC Group), such SIEM Software is not Third Party Software or MSP Software for the purposes of the Agreement and NCC Group has no responsibility for the performance or operation of the same and shall not be liable for any breach of the Agreement to the extent that it was caused (directly or indirectly) by the Client's failure to comply with this clause 6.
- 6.4 The Client confirms that it has obtained all necessary consents in respect of the SIEM Software to enable NCC Group to carry out the SIEM Threat Detection Services including but not limited to the consent of any relevant third party service providers and/or third party software vendors.

7 Managed SIEM – MSP Software (MSP model)

- 7.1 Where a Statement of Work specifies that MSP Software is to be made available as part of the MXDR Services, NCC Group shall provide the Client with the right to use the MSP Software subject to the Third Party Vendor Terms set out in Annex A of this Schedule C below or as otherwise provided by NCC Group in a Statement of Work. The Client shall comply the Third Party Vendor Terms in respect of its use of the MSP Software.
- 7.2 For the avoidance of doubt, to the extent that there is any conflict between the terms of the Third Party Vendor Terms and the remainder of this Agreement, the Third Party Vendor Terms shall prevail.
- 7.3 The Client shall, at all times during and after the termination or expiry of this Agreement indemnify, keep indemnified and hold harmless NCC Group, its Affiliates 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 Group or its Affiliates directly or indirectly as a result of any breach by the Client of the Third Party Vendor Terms.

Annex A to Schedule C - Third Party Vendor Terms for Managed SIEM – MSP Software (MSP Model)

1 Definitions

Capitalised terms in this Annex A shall have the same meaning ascribed to them in the NCC Group Master Services Agreement and the Service Module of which is forms part, unless stated otherwise.

“Extensions” means any separate downloadable suite, add-on, command, function, or application, including any example module, which extends the MSP Software.

“Internal Business Purposes” means the use by the Client of a Licensed Capacity of MSP Software with the Client's data for that Client's benefit and for no other purpose.

“Intellectual Property Rights” means all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications and disclosures, moral rights, contract rights, know-how and other proprietary rights.

“Licensed Capacity” means Client's maximum usage of MSP Software (e.g. aggregate daily volume of data indexed, number of nodes, number of users, etc.) that is permitted under the applicable Statement of Work.

“MSP Software Extensions” means Extensions developed by or on behalf of NCC Group to integrate and embed the MSP Software into the Services to support the Clients' Internal Business Purposes.

“Territory” means the geographical location(s) where Client is principally located.

2 Grant of rights; ownership

2.1. Third Party Software

2.1.1. License Grants.

- a. MSP Software. Subject to Client's compliance with the terms and conditions of these Third Party Vendor Terms and the remainder of this Agreement, NCC Group hereby grants to the Client a non-transferable, non-exclusive, non-sublicensable license in the Territory during the Service Term to access and use the MSP Software solely as part of the Services to support the Client's Internal Business Purposes and for no other purpose, and subject always to the Licensed Capacity.
- b. Third Party Software Extensions. NCC Group retains title to and copyright for any MSP Software Extensions, subject to the rights of the applicable third party licensor's title to and copyright for the MSP Software as specified in Section 2.2 (Ownership) below. Subject to the terms of this Agreement, the Client is hereby granted a non-exclusive, non-transferable, non sub-licensable licence to use such MSP Software Extensions solely as part of the Services and for its own Internal Business Purposes only.

2.1.2. Restrictions. The Client shall not: (A) distribute, resell, use or provide access to any MSP Software to any third party other than as expressly permitted under this Agreement; (B) translate, modify, adapt or create derivative works of any MSP Software; (C) copy MSP Software (except as required to run the MSP Software and for reasonable backup purposes), (D) decompile, disassemble or reverse-engineer MSP Software or otherwise attempt to derive the source code of any MSP Software ; (E) use the MSP Software for any other purpose not expressly authorized herein; (F) remove, obscure, or in any way alter any copyright, trademark, and/or other intellectual property or proprietary rights notices placed on or embedded in the MSP Software; (G) use, or permit others to use, any part of any MSP Software including third party code, independently from the Services; (H) allow any other party to embed or integrate any MSP Software into any other product or to sell it; (I) disclose the results of any performance benchmarks associated with the MSP Software or their use to any third party without NCC Group's prior written consent (J) authorize any third parties to do any of the above.

2.1.3. In addition to and not in lieu of the restrictions on the use of MSP Software in Section 2.1.2 (Restrictions), Client agrees that any data indexed using the MSP Software must originate only from the Client's assets that are hosted within a data center that is owned or leased by the Client and the MSP Software is managed and operated by NCC Group.

- 2.2. Ownership. NCC Group, its suppliers and/or its licensors own all worldwide right, title and interest in and to the MSP Software , including all worldwide patent rights (including patent applications and disclosures); copyright rights (including copyrights, copyright registration and copyrights with respect to computer software, software design, software code, software architecture, firmware, programming tools, graphic user interfaces, reports, dashboard, business rules, use cases, screens, alerts, notifications, drawings, specifications and databases); moral rights; trade secrets and other rights with respect to confidential or proprietary information; know-how; other rights with respect to inventions, discoveries, ideas, improvements, techniques, formulae, algorithms, processes, schematics, testing procedures, technical information and other technology; and any other intellectual and industrial property rights, whether or not subject to registration or

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protection; and all rights under any license or other arrangement with respect to the foregoing. Except as expressly stated in this Agreement, NCC Group does not grant Client any Intellectual Property Rights in the MSP Software, and all right, title, and interest in and to all copies of the MSP Software, not expressly granted remain with NCC Group, its suppliers and/or its licensors. The MSP Software is copyrighted and protected by the laws of the United States and other countries, and international treaty provisions. The MSP Software is being licensed and not sold to the Client. Client shall obtain no rights in or to the MSP Software by operation of this Agreement or a Statement of Work other than the licenses set forth in this Section 2. The Client acknowledges and agrees that the trademarks used in connection with the MSP Software are the property of NCC Group or its suppliers or licensors and any and all goodwill and other proprietary rights that are created by or that result from Client's use of a Trademark hereunder shall inure solely to the benefit of such suppliers or licensors. NCC Group owns and shall continue to own all right, title, and interest in and to Services (except for any MSP Software incorporated therein).

- 2.3. Misuse of Confidential Information. The Client acknowledges and agrees that the MSP Software contain proprietary information and trade secrets of NCC Group's third party licensor, and the MSP Software is Confidential Information of such third party licensor. The Client will not use any Confidential Information or know how that it gains through use or study of the MSP Software to facilitate Client's or any third party's development of any software programs or other products that would compete with the MSP Software.

3 Indemnification

- 3.1. Indemnification. Provided the Client's use of all MSP Software was in accordance with the terms of this Agreement, NCC Group shall defend and indemnify the Client from and against any loss, damage, liability, cost or expenses finally awarded (or payable in settlement) (including reasonable attorney's fees) resulting from any third party claim that any of the MSP Software, as licensed to the Client infringes or violates any third party's patent, copyright or trademark rights; provided that (i) the Client promptly notifies NCC Group in writing of any and all such claims, (ii) NCC Group shall have sole control of the defense, settlement, adjustment or compromise of such claim, and (iii) the Client shall reasonably cooperate with NCC Group in the defense and/or settlement thereof at NCC Group's expense; provided that the Client may participate in such defense using the Client's own counsel, at its own expense. The Client shall have no authority to settle any NCC Group-indemnified claim on behalf of NCC Group.
- 3.2. Sole Remedy. Notwithstanding any other provision of the Agreement, the indemnification obligations set forth in this Section 3 constitute the Client's sole remedy, and NCC Group's sole liability, with respect to any claims that the MSP Software infringes on any third party's Intellectual Property Rights.

4 Termination

- 4.1. Termination for Default. Without prejudice to any other of NCC's termination rights under this Agreement, or a Statement of Work, NCC Group may terminate this Agreement and/or an applicable Statement of Work immediately upon notice to the Client and without opportunity to cure in the event the Client breaches Section 2 (Grant of Rights, Ownership) of these Third Party Vendor Terms,
- 4.2. Effect of Termination. Upon NCC Group's termination of this Agreement or a Statement of Work for cause, the Client shall have no right to use the MSP Software and shall not permit any third party to use the MSP Software, and the Client shall cease its use of the MSP Software. Upon expiration or termination of this Agreement or a Statement of Work each party will promptly return, or at the other party's option, destroy, all tangible items and embodiments containing or consisting of the other party's Confidential Information (or that of its third party licensors) and all copies thereof and provide written certification of such destruction or return by an authorized person.

5 General

- 5.1. Export Laws. The Client will comply fully with all relevant export laws and regulations of the United States and any other country ("**Export Laws**") where the Client uses the MSP Software. The Client certifies that it is not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals, and the Commerce Department's List of Denied Persons or Entity List. The Client further certifies that it shall not export, re-export, ship, transfer or otherwise use the MSP Software in any country subject to an embargo or other sanction by the United States, including Iran, Syria, Cuba, Sudan and North Korea and that the Client shall not use the MSP Software for any purpose prohibited by the Export Laws, including, but not limited to, nuclear, chemical, missile or biological weapons related end uses. For the avoidance of doubt, this Section 5.1 constitutes a material term of this Agreement.
- 5.2. Data Collection; Privacy. From time to time, NCC Group and/or its applicable third party licensor may collect and process technical and related information about use of the MSP Software which may include Internet protocol addresses, hardware identification, operating system, application software and other non-personally identifiable usage information to facilitate the provision of updates, support, invoicing or to improve NCC Group's and/or its third party licensors products or services. Such information will be subject to the applicable third party licensor's Privacy Policy, and a copy of the policy shall be made available by NCC Group upon the Client's request.

Schedule D – ONLINE EXPOSURE MONITORING SERVICES

1 Agreement Structure and Interpretation

This Schedule D sets out the additional terms and conditions applicable to Managed Intelligence Services and is to be read in conjunction with the remainder of this Service Module. Capitalised terms in this Schedule shall have the same meaning ascribed to them in the NCC Group Master Services Agreement unless stated otherwise.

2 Definitions:

“Identified Parameters” means the domains, IP ranges, specific key words and other parameters to be monitored under the Managed Intelligence Services, as specified in the Statement of Work;

“MSP Software” means any software (including any derivatives of such software) owned by a third party and licensed to NCC Group that NCC Group 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 Work;

“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 Work;

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

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

3 NCC Group's Duties

- 3.1 NCC Group 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 Group's knowledge.
- 3.2 From time to time, the Client may experience disruption or receive inaccurate information due to circumstances beyond NCC Group's control for which, unless prohibited by Law, NCC Group 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 Group.
- 3.3 NCC Group 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 Group 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 Work, the following are not included within the scope of OXM Services:
 - 3.4.1 professional services work delivered by NCC Group 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 Group and shall respond promptly to queries and requests for information;
 - 4.1.2 at all times to co-operate with NCC Group and to provide it promptly with such information as is reasonably required by NCC Group;
 - 4.1.3 to inform NCC Group of any updates or changes in relation to the Identified Parameters;

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- 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 Group's request;
- 4.1.5 that if NCC Group (or its Affiliates) requires any of the Client's Intellectual Property Rights to be used in connection with the OXM Services the Client shall grant to NCC Group 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 Group 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 Group'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
 - 4.1.6.5 to inform NCC Group of any updates or changes in relation to the Identified Parameters.

5 MSP Software

- 5.1 Where a Statement of Work specifies that MSP Software will be used as part of the OXM Services and the Client requires direct access to the MSP Software, NCC Group 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 Group 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 Group 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 Work 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 Group, its Affiliates 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 Group or its Affiliates directly or indirectly as a result of any breach by the Client of the MSP Software Terms.
- 5.5 Subject to the NCC Group Master Services Agreement, NCC Group 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 above.

Schedule E – RETAINED INCIDENT RESPONSE (RIR)

1 Agreement Structure and Interpretation

This Schedule E sets out the additional terms and conditions applicable to Retained Incident Response Services where provided as Managed Extended Detection Response Services, is to be read in conjunction with the remainder of this Service Module. Capitalised terms in this Schedule shall have the same meaning ascribed to them in the NCC Group Master Services Agreement unless stated otherwise.

2 Definitions:

“Alert Analysis and Investigation” means the initial remote support services provided by SOC to the Client to advise on the containment and/or remediation of an Alert (prior to the activation of Retained Incident Response Services);

“Alert Investigation Period” means the maximum period of time SOC will spend undertaking Alert Analysis and Investigation, as set out in the Service Description.

“DFIR” means NCC Group’s Cyber Incident Response Team;

“DFIR Triage Investigation Approval” has the meaning ascribed to it in clause 3.2;

“DFIR Triage Investigation Period” means the maximum period of time DFIR will spend undertaking DFIR Triage Investigation prior to the issuance of a RIR Response Proposal, as set out in the Service Description;

“DFIR Triage Investigation” means the initial investigation of an Alert by DFIR following completion of Alert Analysis and Investigation;

“Retained Incident Response Services” or “RIR Services” means the incident response services provided by the DFIR as described in the Service Description and the Statement of Work, including DFIR Triage Investigation;

“Report” means any report produced by NCC Group detailing the results of the Incident Response Services;

“RIR Proposal Approval” has the meaning ascribed to in clause 3.4;

“RIR Response Proposal” has the meaning ascribed to it in clause 3.3; and

“RIR Service Request” has the meaning ascribed to it in clause 3.3.

3 Activation of Retained Incident Response Services

3.1 In the event an Alert cannot be contained or remediated by SOC within the Alert Investigation Period, or where this cannot be executed remotely by SOC as part of Alert Analysis and Investigation, SOC may recommend to the Client that an Alert be passed to DFIR for DFIR Triage Investigation.

3.2 Upon receipt of written approval from the Client for the Alert to be passed to DFIR for DFIR Triage Investigation (**“DFIR Triage Investigation Approval”**), DFIR will commence the provision of DFIR Triage Investigation. Time spent undertaking DFIR Triage Investigation is chargeable by NCC Group, for which the Minimum Call Off Days will be used (where available).

3.3 Upon expiry of the DFIR Triage Investigation Period, DFIR will inform the Client and the Client may make request for further Retained Incident Response Services in respect of the relevant Alert (**“RIR Service Request”**). Once a RIR Service Request has been logged NCC Group shall prepare in writing a proposal setting out the scope of the work to be carried out by NCC Group in relation to the relevant RIR Service Request (a **“RIR Response Proposal”**).

3.4 Upon receipt of written acceptance from the Client of the RIR Response Proposal (**“RIR Proposal Approval”**), NCC Group shall provide the Retained Incident Response Services set forth in the RIR Response Proposal (including any Additional RIR Services) to the Client.

4 NCC Group’s Duties

4.1 NCC Group shall carry out the Retained Incident Response Services in accordance with the terms and conditions set forth in the Agreement, using reasonable care and skill and in a professional manner.

4.2 Where a Report is required it shall, unless otherwise stated in the RIR Response Proposal or otherwise agreed, be produced by NCC Group Personnel within ten (10) days of completion of the Incident Response Services and sent to the Client.

4.3 Whilst NCC Group will use its reasonable endeavours to ensure that the same NCC Group Personnel will continue to be involved throughout the investigation of a particular incident during the Incident Response Services, it reserves the right to replace that NCC Group Personnel.

4.4 NCC Group shall, where its Personnel is present on the Client’s premises, use all reasonable endeavours to ensure that Managed Extended Detection and Response Services

such NCC Group Personnel complies with such reasonable site rules and procedures as are notified to NCC Group from time to time.

- 4.5 In the event that a level of security clearance is required in order to provide the Incident Response Services, NCC Group will use its reasonable endeavours to provide its Personnel with the appropriate levels of security clearance. For the avoidance of doubt, if NCC Group is unable to provide its Personnel with appropriate levels of security clearance, NCC Group will not be liable for any failure to perform or complete the Incident Response Services or delay in performing its obligations under the Agreement.

5 Client's Duties

- 5.1 The Client agrees that due to the nature of the Retained Incident Response Services, NCC Group cannot guarantee that it will be able to perform and/or complete the Retained Incident Response Services. In particular, NCC Group may be unable to recover the data in whole or in part. In addition, the data recovered may not be of evidentially significant material, the Relevant Systems may suffer damage as a result of the data recovery process and/or the Incident Response Services may result in loss of business operating time or interruption to service for the Client. Such problems cannot be identified by NCC Group until it has commenced the Incident Response Services and so the Client remains liable to pay the Fees notwithstanding the above (or such proportion of the Fees as NCC Group may determine in its absolute discretion).
- 5.2 The Client authorises NCC Group to work on or remove Relevant Systems which are compromised or which it believes to be compromised.

6 Fees and Expenses

- 6.1 The Annual Fees include fees payable in respect of 5 days of Retained Incident Response Services for each Contract Year within the Service Term ("**Minimum Call Off Days**"). Minimum Call-Off Days can be used for DFIR Triage Investigation and/or for further Retained Incident Response Services detailed in a RIR Response Proposal, where such services are requested in accordance with the process referred to in clause 3 above. In the event the Client has not requested and used the Minimum Call-Off Days for a Contract Year in accordance with such process by the expiry of that Contract Year, then such Minimum Call Off Days shall roll forward (and continue to roll forward, where applicable) to the following Contract Year(s) and can be used by the Client during the Service Term. In the event the Client has not requested and used the Minimum Call-Off Days it is entitled to in each Contract Year throughout the Service Term by the end of such Service Term, such Minimum Call Off Days shall expire and cannot be used by the Client (and for the avoidance of doubt, the Client shall not be entitled to any refund of Fees in respect of the same).
- 6.2 If, in any Contract Year, the Client wishes to use one or more Minimum Call-Off Days applicable to future Contract Years, it may pull forward and use such Minimum Call-Off Days within that Contract Year. In such circumstances, the Minimum Call-Off Days for subsequent Contract Year(s) shall be reduced by the number of Minimum Call-Off Days brought forward. For the avoidance of doubt, for the purposes of this clause 6.2 of this Schedule E, Fees in respect of any Minimum Call Off Days pulled forward shall be deemed Fees payable in respect of the period prior to termination.
- 6.3 If the Client wishes to purchase additional Retained Incident Response Services over and above the aggregate of the Minimum Call-Off Days permitted during the Service Term ("**Additional RIR Services**"), the Fees payable for such Additional RIR Services shall be calculated and invoiced at a rate of 90% of NCC Group's then current rates for Retained Incident Response Services as notified by NCC Group. Such Additional RIR Services shall be requested and approved in accordance with the process referred to in clause 3 above.
- 6.4 Unless otherwise stated in the relevant RIR Response Proposal, the Fees do not include:
- 6.4.1 attendance by an NCC Group representative at any case conferences, meetings or court hearings or equivalent or the provision of any reports or information in connection with the same;
 - 6.4.2 the storage by NCC Group of any property or data post completion of the Services;
 - 6.4.3 and/or the cost of transporting the Relevant Systems to/from NCC Group's premises;
 - 6.4.4 additional work which it transpires is necessary once the RIR Services have commenced but which are not listed in the Service Description or RIR Response Proposal, including, but not limited to, reverse engineering or additional work necessitated by a defect in any of the software or hardware included within the Relevant Systems.
- If NCC Group agrees to carry out any of these activities, it shall be entitled to charge reasonable additional fees (subject to agreeing the same with the Client in advance).
- 6.5 Retained Incident Response Services (including the Minimum Call-Off Days) are invoiced on the basis that work will be undertaken during Normal Office Hours. Any work carried out outside of Normal Office Hours will be charged at twice NCC Group's then current day rate.
- 6.6 NCC Group Personnel record all time spent on an assignment including time spent travelling for the purposes of the assignment. Time is accounted for in units of half a day. No charge is made for periods when the NCC Group Personnel is absent due to illness or holidays. As a worked example, if NCC Group was required to work from 9:00am until midnight on a Working Day, the rate would be two and half days.



- 6.7 To the extent that NCC Group is required to work outside Normal Office Hours, the Client shall be permitted to set-off any surcharge incurred in accordance with clauses 6.5 and 6.6 against any Minimum Call Off Days. For the avoidance of doubt, to the extent the Client does not have sufficient Minimum Call Off Days to satisfy the surcharge payable, NCC Group shall invoice the Client for any shortfall amount.

Schedule F – MANAGED CANARY SOFTWARE CANARY SERVICES

1 Agreement Structure and Interpretation

This Schedule G sets out the additional terms and conditions applicable to Managed Software Canary Services and is to be read in conjunction with the remainder of this Service Module. Capitalised terms in this Schedule shall have the same meaning ascribed to them in the NCC Group Master Services Agreement unless stated otherwise herein.

2 Definitions:

"Managed Software Canary Services" means the detection of potential lateral movement, privilege escalation and insider threat activities within a client's IT infrastructure, by combining cyber deception technology with NCC Group SOC analyst expertise to provide triage and investigation of alarms relating to unauthorised interrogation of emulated assets;

"Appliances" means plug and play hardware devices to be installed on the Client's network infrastructure that have to capability to emulate common operating systems and applications;

"Software Canary Tokens" means software modules to be installed on the Client's network infrastructure that trigger alarms when an attacker is or may be present on the Client's monitored network;

"Managed Canary Technology" means the Software Canary deception technology which comprises Appliances, Software Canary Tokens and the Managed Canary Console; and

"Managed Canary Console" means the third party cloud based management platform used to collect heartbeat and alert messages sent by Appliances and/or Software Canary Tokens when an attacker is or may be present on the Client's monitored network.

3 NCC Equipment

3.1 Prior to the Service Start Date, NCC Group shall deliver the NCC Equipment to the Site specified within the Onboarding Form. Any delivery dates given by NCC Group are estimates only, and delivery shall be deemed to have occurred when the NCC Equipment arrives at the specified Site.

3.2 If the Client fails to take delivery of the NCC Equipment, NCC Group may (i) arrange (at the Customer's cost) for the return and storage of the NCC Equipment until such other date for delivery is agreed between the Parties or (ii) treat the Agreement as repudiated and dispose of the NCC Equipment in any way it sees fit, including by sale to another client.

3.3 The Client shall:

3.3.1 notify NCC Group in writing of any fault or damage to the NCC Equipment within 5 Working Days of deemed delivery and, at the request of NCC Group, return the NCC Equipment to NCC Group or make the NCC Equipment available for collection and/or inspection;

3.3.2 correctly install the NCC Equipment to the System in accordance with the Onboarding Form such that network communications between the Appliance and the Managed Canary Console are not hindered by the Client network configuration; and

3.3.3 ensure that any hardware and/or software which is included or interoperable with the NCC Equipment is in good working order and functions fully and properly in accordance with the relevant manufacturer user manuals.

3.4 NCC Group shall, upon request, provide remote only support services in connection with the installation and configuration of the NCC Equipment and Software, subject to the payment of additional charges where such support exceeds one Working Day in aggregate.

3.5 The Client will provide access to a DNS service within internet access to enable the Appliances and Software Canary Tokens to communicate with the Managed Canary Console using DNS tunnelling.

3.6 The NCC Equipment shall at all times be and remain NCC Group's exclusive property. Subject to the Client's compliance with this clause 3, NCC Group shall grant the Client a non-transferrable, revocable right:

3.6.1 to install and configure the NCC Equipment to the Relevant Systems; and

3.6.2 to use the NCC Equipment, solely in relation to the Relevant Systems and/or the Services and in accordance with the manufacturer instructions and as otherwise expressly instructed by NCC Group.

3.7 The Client agrees that it shall not:

3.7.1 use the NCC Equipment for any purpose other than for the Managed Canary Services; and

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- 3.7.2 use the NCC Equipment in accordance with the Agreement and as expressly directed by NCC Group and the manufacturer user manuals; and
- 3.7.3 void any applicable manufacturer warranties.
- 3.8 The NCC Equipment shall be held by the Client in safe custody at Client's own risk and maintained and kept in good condition until returned to NCC Group and shall not be disposed of or used other than in accordance with NCC Group's written instructions or authorisation. Without prejudice to the generality of the foregoing, the Client agrees that it shall:
 - 3.8.1 ensure that the NCC Equipment remains at the Site and shall not be relocated without the prior written consent of NCC Group;
 - 3.8.2 ensure that the NCC Equipment is kept in a suitable secure location;
 - 3.8.3 allow NCC Group and/or its appointed agents and contractors (on reasonable notice during normal working hours) to attend the premises where the NCC Equipment is or may be stored to repair, recover, retrieve, replace or inspect the condition of the NCC Equipment;
 - 3.8.4 be responsible for any damage to or loss of the NCC Equipment from the point of deemed delivery to the Client until the safe return of the NCC Equipment to a location requested by NCC Group in writing, and accordingly shall at all times maintain in full force adequate insurance cover in respect of any and all loss of and/or damage to the NCC Equipment during such period. Such insurance shall be to the full replacement value of the NCC Equipment.
- 3.9 NCC Group shall, subject to clause 3.10, provide NCC Equipment which is in good working order and use reasonable endeavours to provide replacement NCC Equipment as soon as reasonably practicable, but in any event within 10 Working Days of receipt of the notification from the Client of the relevant fault or damage.
- 3.10 NCC Group shall not be required to repair or replace faulty or damaged NCC Equipment if:
 - 3.10.1 the NCC Equipment is damaged or a fault has occurred due to the improper use, handling, alteration, installation, repair, maintenance or storage of the NCC Equipment as determined by NCC Group (acting reasonably);
 - 3.10.2 the Client, its personnel, agents and/or contractors use the NCC Equipment for purposes other than permitted under this Agreement, the manufacturer user manuals or the express instructions of NCC Group;
 - 3.10.3 the Client (or its appointed agent or contractor) has incorrectly installed the NCC Equipment to the Relevant Systems;
 - 3.10.4 the Client fails to notify NCC Group of any loss or damage to the NCC Equipment within the timescales required under clause 3.9;
 - 3.10.5 the manufacturer deems that the warranty has been voided;
 - 3.10.6 the Client makes further use of the NCC Equipment after discovering any fault or damage; or
 - 3.10.7 NCC Group (acting reasonably) determines that the fault or damage to the NCC Equipment is negligible and does not impact the delivery of the Managed Canary Services,and in such circumstances any replacement of the NCC Equipment by NCC Group shall be at NCC Group's sole option and shall be charged to the Client at full retail cost plus reasonably incurred fees for such replacement.
- 3.11 Upon expiry or termination of the Agreement, the Client shall (at its own cost and risk) return by reputable courier the NCC Equipment to the location specified in writing by NCC Group within 10 Working Days of the Services ceasing (the "Return Period"). The NCC Equipment shall be deemed to have been returned to NCC Group when the NCC Equipment arrives at the specified location. Risk in the NCC Equipment shall not pass to NCC Group until NCC Group has issued written signed acknowledgement of receipt,
- 3.12 The Client shall be liable for all errors, failures and damage to the NCC Equipment that is detected by NCC Group and notified to the Client within 30 days of the return of the NCC Equipment, save where such errors, failures or damage can reasonably be attributed to an inherent failure or error in the NCC Equipment.
- 3.13 If NCC Group does not receive the NCC Equipment:
 - 3.13.1 within the Return Period; and
 - 3.13.2 in good cosmetic condition; and
 - 3.13.3 in good working order as determined by NCC Group in its reasonable opinion, taking into consideration fair wear and tear; and
 - 3.13.4 with any warranty sticker still intact and untampered with,then the Client shall be liable to pay to NCC Group either (i) the then replacement value of the NCC Equipment as at the end of the Return Period where the Agreement has expired; or (ii) the then current full retail price of the NCC Equipment as at the end of the Return Period, upon earlier termination of the Agreement.



- 3.14 Save as may be otherwise agreed between the Parties, a return-to-base warranty is provided for all NCC Equipment for the duration of the Service Term. The return to base is at the Client's cost and return to Client is at NCC Group's cost.

4 Client's Duties

- 4.1 The Client shall correctly configure and install the Appliances, and deploy the Software Canary Tokens, at the Site(s) in accordance with NCC Group's instructions. NCC Group shall provide reasonable remote assistance in respect of such installation and configuration.
- 4.2 Upon expiry or termination of the Agreement, the Client shall immediately cease use of the Software Canary Tokens and Appliances and shall notify NCC Group that it has done so.

5 Managed Canary Technology

- 5.1 Software Canary Tokens, together with any software installed upon or included in the Appliances, are MSP Software, and NCC Group shall provide the Client with the right to such use such MSP Software subject to the Third Party Vendor Terms set out in Annex A to this Schedule G below.
- 5.3 For the avoidance of doubt, to the extent that there is any conflict between the terms of the Third Party Vendor Terms and the remainder of the Agreement, the Third Party Vendor 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 Group, its Affiliates 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 Group or its Affiliates directly or indirectly as a result of any breach by the Client of the Third Party Vendor Terms.