

NCC GROUP SERVICE MODULE

SECURITY TESTING SERVICES

1 Agreement Structure and Interpretation

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

2 Definitions:

"ISP" means Internet Service Provider;

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

"Security Testing" means the process of testing the System as described in the Statement of Work and **"Security Tested"** shall be construed accordingly;

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

"System" means the systems and networks which the Client requires to be security tested or security monitored and/or scanned as part of the Security Testing 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.

3 Client's Duties

3.1 The Client agrees:

- 3.1.1 to arrange a mutually convenient time and date with NCC Group for the performance of the Security Testing Services and to inform its ISP of the date agreed with NCC Group;
- 3.1.2 that it shall properly and fully back-up all Client Data and copies of all computer programs and Client Data which are held immediately prior to commencement of the Security Testing Services, and which may be affected by the provision of the Security Testing Services and, where appropriate, regularly perform backups during the performance of the Security Testing Services, to enable straightforward recovery and/or reinstatement of any and all Client Data and/or computer programs lost or damaged (whether in whole or part) through provision of the Security Testing Services;
- 3.1.3 to provide suitable working space for NCC Group Personnel if the Security Testing Services is to take place on the Client's premises, including a desk, network access and, where necessary to perform the Security Testing Services, access to data centres, server rooms and/or switch rooms;
- 3.1.4 that should the Client require a laptop or personal mobile device to be Security Tested by NCC Group it will deliver the laptop and/or personal mobile device to the relevant NCC Group premises and collect it from those premises at its own risk and expense. NCC Group shall not be liable for any laptop or personal mobile device during transit to or from its offices;
- 3.1.5 to 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 claims for alleged or actual infringement of Intellectual Property Rights), losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by NCC Group (or its Affiliates) as a result of the provision of the Security Testing Services, except to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of NCC Group's breach of the Agreement;
- 3.1.6 to ensure at least one employee who shall have substantial experience and knowledge of the System and will act as liaison between the Client and NCC Group, responding promptly to any queries or requests for information;
- 3.1.7 to ensure that, where the Security Testing Services is taking place on the Client's premises, such premises are safe. The Client will indemnify, keep indemnified and hold harmless NCC Group in full and on demand from and against all liabilities, losses, damages, claims, proceedings and legal costs, judgments and costs (including costs of enforcement) and expenses (in each case whether direct, indirect or consequential) which NCC Group (or its Affiliates) incurs or suffers arising out of or in connection with any claim or action against NCC Group for death and/or personal injury arising out of the Client's failure to provide safe premises;

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- 3.1.8 that, by signing the Authorisation Form, the Client consents, for itself and on behalf of all its Affiliates, to NCC Group (or its Affiliates) performing the Security Testing Services and confirms that it has procured, where necessary, the consent of all its (and its Affiliates') third party service providers (including ISPs), third party software vendors and equipment owners, employees, agents and sub-contractors for NCC Group (or its Affiliates) to carry out the Security Testing Services. Such consent includes authorisation for the purposes of any applicable legislation, including: Part 10.7 of the Criminal Code Act 1995 (Cth), and Part 2 of the Computer Misuse Act 1993, that NCC Group, its Affiliates and its and their employees (including, but not limited to, the NCC Group Personnel), agents and sub-contractors may perform Security Testing Services which may;
- 3.1.8.1 impair the operation of the System;
 - 3.1.8.2 hinder access to the System; and
 - 3.1.8.3 impair the operation of any program and/or the reliability of any Client Data relating to the System;
- 3.1.9 that, whilst NCC Group will use reasonable endeavours to avoid disruption of the Client's network, disruption to the Client's Systems and/or possible loss of or corruption to Client Data and/or software may occur, and the Client agrees to make back-ups pursuant to clause 3.1.2;
- 3.1.10 to notify NCC Group in writing in advance or as soon as possible after becoming aware of any periods during which NCC Group should not perform the Security Testing Services or should cease performing the Security Testing Services due to critical business processes (such as batch runs) or if any part of the System is business critical so that NCC Group may, if necessary, with the Client's consent, modify its testing approach. Cancellation or rescheduling of the Security Testing Services pursuant to this clause 3.1.10 shall be subject to the provisions of clause 4 below;
- 3.1.11 that, where NCC Group (or its Affiliates) supplies any software and/or hardware as part of the Security Testing Services, Client shall only use such software and/or hardware for lawful purposes, solely to the extent necessary to receive the benefit of the Security Testing Services and in accordance with any applicable licence terms and NCC Group's (or its Affiliates') instructions provided from time to time; and
- 3.1.12 that notify NCC Group at least 3 (three) weeks before scheduling the Security Testing Services should any of the Systems be in multi-tenanted servers hosted by Rackspace Limited, Rackspace Inc or their respective Affiliates.

4 Cancellation and Rescheduling

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

5 Industry Notifications

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 Security Testing Services. NCC Group will only make such a notification where it reasonably considers that the existence of the vulnerability should be 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.