

Service Specific Terms and Conditions for the Provision of Penetration Test Services

These Service Specific Terms and Conditions for the provision of Penetration Test Services form Your Agreement with the Service Provider, together with the Standard Terms and Conditions and the Quotation Order Form.

1. Interpretation

- 1.1. In this agreement the definitions are as set out in the Standard Terms and Conditions annexed to the Quotation Order Form and the following words specific to these service specific terms will have the following definitions:

CREST means Council of Registered Ethical Security testers, a non-profit organisation that sets the standards for quality assurance in the cybersecurity industry.

Customer Systems means the in-scope systems at the Customer location(s) used to access and use the Services, and of which the Services will be undertaken.

Security Assessment is as defined in clause 2.2. and 2.3.2.

Service(s) means the Penetration Test Service as detailed in section 2 below and as specified on the Quotation Order Form.

Service Provider Portal means the Service Provider's Customer Relationship Management system called HALO.

SOW means the Statement of Works, which forms part of the Quotation Order Form where applicable.

Your Data or **Data** means data and files, including Personal Data, communicated, processed, stored, or submitted by You or Your Users in connection with Your or Your User's through the Software or Services.

2. Services

- 2.1. The Service is a penetration test service, which is a method for gaining assurance in the security of an IT system by attempting to breach some or all that system's security using the same tools and techniques as an adversary might. The Service Provider conducts CREST-accredited, comprehensive cyber security assessments and provide visibility of findings in documented reports.
- 2.2. The Service Provider follows a standardised set of procedures as described under the Penetration Testing Execution Standard (PTES). Due to the varied nature of environments and applications, the Service Provider will tailor the general testing methodology per Customer. An automated and manual approach with industry leading tools are used for performing Security Assessments.
- 2.3. The Service Provider will provide the Customer with the following Service(s) and as specified on the Quotation Order Form:

2.3.1. **Pre-testing Establishment** - The Service Provider will ensure that the environment(s) being accessed as part of the Service can be reached prior to the assessment starting to avoid delays.

2.3.2. **Security Assessment** - The Service Provider will conduct a comprehensive assessment of the systems and/or applications within the SoW.

2.3.3. **Reporting** - The Service Provider will submit to the Customer a detailed report with findings, risk ratings and remediation advice.

2.3.4. **Remediation Work** - The Service Provider will be available to help the Customer understand any issues that may have been uncovered and advise on remediation. The Service Provider can perform the remediation work if required, subject to the Customer agreeing a separate SoW and signing the applicable Quotation Order Form.

3. Customer Obligations – Preparation

- 3.1. The following preparation instructions are to be undertaken by the Customer prior to the Services being delivered to allow the Service Provider to conduct a full penetration test of in-scope systems without disruption:
- 3.1.1. Confirm to the Service Provider any relevant office and/or data centre full address and any access requirements.
 - 3.1.2. Confirm the list of IP Address ranges in scope for testing the external infrastructure.
 - 3.1.3. Send firewall configuration files to the Service Provider for review.
 - 3.1.4. Confirm in writing that the systems are owned by client or the client has the necessary permissions from provider.
 - 3.1.5. (Optional) Whitelisting the Service Provider IP Address(es) in the Customer's firewall.
 - 3.1.6. The Customer will provide responses to requests for additional information in a timely manner and will be responsible for ensuring the accuracy of the information provided.
- 3.2. The Customer consents to the Service Provider performing the Service and that it has procured, where necessary, the consent of all its (and its group companies) employees, agents and sub-contractors that the Service Provider shall be permitted to carry out the Service. The Service Provider will be carrying out the Penetration Testing Service in the belief and understanding that it has all appropriate consents, permits and permissions from the Customer and its group companies (and their employees, agent and sub-contractors).
- 3.3. The Customer is responsible for making appropriate backups of their data, software and technology prior to the commencement of the Service.



4. Customer Responsibilities

- 4.1. Customer confirms that it owns the Customer Systems and shall be solely responsible for: (i) complying with all laws, rules, and regulations related to its use of Customer Systems and the Services hereunder; and (ii) changing its usernames and passwords if Customer believes that the same have been stolen or might otherwise be misused.
- 4.2. The Customer shall notify the Service Provider prior to the Service commencing if there are any periods during the Service when the Service Provider should stop work due to critical business processes (such as batch runs) or if any part of the Customer's software, data, technology is business critical so that the Service Provider can, if needs be, modify its testing.

5. Limited Warranties

- 5.1. The Service Provider warrants to the Customer that the Services will substantially conform in all material respects to the Quotation Order Form, Documentation, and SoW when used in accordance with the SoW, reasonable instructions of the Service Provider and this Agreement. If there is any breach of this warranty which can be replicated or verified, the Service Provider will use commercially reasonable efforts to repair the Services or its internal processes to resolve such non-conformance. This remedy will be Customer's sole and exclusive remedy for any failures of this limited warranty. To invoke the remedy described in this Section, the Customer must provide written notice to the Service Provider, expressly outlining the nature of the alleged non-conformance. The Service Provider will have no obligation to undertake any remedial measures if the non-conformance is caused by (i) modification of the Services by any other party other than the Service Provider; (ii) the combination or use of the Services furnished hereunder with materials or services not furnished or approved by the Service Provider; or (iii) failures caused by abuse or improper use by Customer.
- 5.2. The Customer expressly acknowledges and agrees that the services do not provide legal advice and that the Customer is solely and exclusively responsible for (i) understanding the regulatory requirements applicable to its business; (ii) ensuring that it is compliant with the applicable regulatory requirements; (iii) selecting and using software and Services in a manner that complies with the applicable requirements; and (iv) determining the suitability of the Services for its use in light of any applicable regulations.
- 5.3. The Customer shall indemnify, defend and hold the Service Provider harmless from and against any and all liabilities, losses, damages, cost, and expenses incurred or suffered by the Service Provider as the result of (i) any material breach of this Agreement by Customer; or (ii) any claim that Customer's use of Customer Data or Personal Data with the Services violates any Data Protection Laws or other legal obligations.
- 5.4. Whilst the Service Provider will conduct the Service in line with these terms and conditions and make all reasonable commercial efforts to avoid disruption to the Customer's network, the tools and techniques used may cause disruption to the Customer and/or possible loss of or corruption to Customer Data and the Customer agrees to take such backups and provide such redundant systems as are prudent in the circumstances.

BY SIGNING THE QUOTATION ORDER FORM FOR THESE SERVICES VIA THE SERVICE PROVIDER PORTAL YOU CONFIRM THAT YOU HAVE READ THESE SERVICE SPECIFIC TERMS AND CONDITIONS FOR THE PROVISION OF PENETRATION TEST SERVICES AND AGREE TO BE BOUND BY THEM.

