

Service Terms

Pentest Service

Glossary

Equipment	Any hardware or software provided by ITL and its sub-contractors to assist in the delivery of the Service(s).
Network	The Customer's network of computers in relation to which the Services are performed.
Report	The report produced for the Customer detailing the results.
Service(s)	The services provided under this Contract as set out in more detail in the Service Document.
Service Document	The sales proposal, schedule of services document and/or renewal notice as appropriate.
Software	Any ITL and its sub-contractors' software licensed to the Customer as part of the Service(s).
Third Party Obligations	All statutory and contractual duties owed by the Customer to a third party whose data is stored on or accessible via the Network in respect of all matters, including without limitation, confidentiality, intellectual property rights and data protection and any other obligations in respect of such matters owed to such third parties.

1. Service Scope

- 1.1 The Services provided include a series of active security tests at an infrastructure and application level. The Services will identify vulnerabilities of the systems and services that could be exploited over the network by a 'hacker' internally and externally.
- 1.2 The Services will demonstrate the feasibility of any discovered exploits but will not take advantage of them to compromise the system or any files without explicit agreement (in which case such tests should remain non- destructive).

2. Limitation of liability

- 2.1 ITL and/or its sub-contractors shall not be liable for any loss or performance, or availability of the Network or systems caused by the undertaking of the Services, nor will they be liable if in providing the Services they manage to trigger issues in the Network which

caused the Customer loss, except where such loss results from their negligence.

3. Customer Warranties

- 3.1 The Customer hereby warrants that it owns the Network and is fully entitled to permit ITL and its subcontractors to perform the Services and that such performance will not be in breach of any third-party rights in relation to the Network.
- 3.2 The Customer furthermore warrants that it is authorised to perform security testing including vulnerability assessments and penetration testing on the Network and/or IP addresses on which any of the Services shall be performed, and that the performance of the Services will not be in breach of any third-party rights or any applicable laws.
- 3.3 The Customer also warrants that it will only use the Software for internal business purposes and it will not use or allow the Software to be used to access a third-party's network and/or systems.
- 3.4 The Customer hereby indemnifies and holds ITL and its sub-contractors fully harmless against all and any claims, losses, damages, expenses and costs (including all legal costs) claimed against or incurred by them as a result of a breach of the Customer of the warranties set out in paragraphs 3.1, 3.2 and 3.3.

4. ITL Warranties

- 4.1 ITL and its sub-contractors undertake to treat as confidential all data which they access in performing the Services, and to only use such for the purposes of this Contract and to return or delete all such data when required to do so by the Customer.

5. Grant of Rights

- 5.1 Subject to payment of the Charges and compliance with the terms of the Contract, ITL and/or its sub-contractors grant to the Customer a non-exclusive, non-transferable right to access the Software and to reproduce solely for the Customer's own internal business purposes only such vulnerability test results as set forth in the Reports.

6. Intellectual Property

- 6.1 As between the parties, all Intellectual Property Rights now known or hereafter recognised in any jurisdiction in and to the Service, Reports, the Software and the Equipment and in each case all software embedded therein or related thereto, all data and information contained therein (excluding individual factual data gathered from the Customer's IP addresses) are owned by ITL and/or its sub-contractors and/or their licensors, and the Customer agrees to make no claim of interest in or ownership of any such Intellectual Property Rights. The Customer further acknowledges that the structure, organisation, and code of the Software are the valuable trade secrets of ITL and/or its sub-contractors and/or their licensors.

- 6.2 The Customer acknowledges that no title to the Intellectual Property Rights in the Service or the Reports is transferred to the Customer, and that the Customer does not obtain any rights, express or implied, in the Service or the Reports, including any information contained within the Reports, other than the rights expressly granted in this Agreement.

7. Usernames and Passwords

- 7.1 It is the Customer's responsibility to ensure that passwords and user names are kept confidential and secure. The Customer will ensure that its username and passwords rules and policies take full account of the risks associated with the Services as well as the information that ITL and its sub-contractors can access through the Services and the steps the Customer will have to take following the rendering of the Services to ensure the security and integrity of the Network.
- 7.2 The Customer hereby indemnifies and holds ITL and its sub-contractors fully harmless against all and any claims, losses, damages, expenses and costs (including all legal costs) claimed against or incurred by them as a result of the use of the Customers usernames and/or passwords.