



Terms and Conditions

Penetration Testing and Vulnerability Assessment

The Provider	means Indelible Data Limited and its authorised employees, Company Number 07097244 registered office, Studio 3, Maryport Business Centre, Main Road, Maryport Cumbria CA15 8NG
The Client	means the person, firm or company named as the organisation on the questionnaire
The Service	Penetration Testing and Vulnerability Assessment

This agreement is intended to govern the relationship between The Provider and The Client under which you wish to engage The Service. The Service will be carried out only on the basis that you have paid the required fee and that you accept the terms and conditions of this agreement in full.

1. OBLIGATIONS OF THE PROVIDER

1.1 Indelible Data will, upon receipt of the proposal and 50 per cent of the total proposed fee, subject to The Client meeting its obligations under this Agreement, perform The Service.

1.2 During the Engagement Indelible Data Limited shall, and (where appropriate) shall procure that the Tester shall:

- a) provide the Services with reasonable care, skill and ability; and
- b) provide such information and reports as the Client may reasonably require in connection with matters relating to the provision of the Service or the Business of the Client.



- 1.3 If the Tester is unable to provide the Service due to illness or injury, Indelible Data Limited shall advise the Client of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be chargeable in respect of any period during which the Service are not provided.
- 1.4 Indelible Data Limited shall use its reasonable endeavours to ensure that the Tester is available on reasonable notice to provide such assistance or information as the Client may require.
- 1.5 Unless it or he has been specifically authorised to do so by the Client in writing:
- a) neither Indelible Data Limited nor the Tester shall have any authority to incur any expenditure in the name of or for the account of the Client; and
 - b) Indelible Data Limited shall not, and shall procure that the Tester shall not, hold itself out as having authority to bind the Client.
- 1.6 Indelible Data Limited may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that the Client will not be liable to bear the cost of such functions.

2. CONFIDENTIAL INFORMATION AND CLIENT PROPERTY

- 2.1 Indelible Data Limited acknowledges that in the course of the Engagement, it and the Tester will have access to Confidential Information. Indelible Data Limited has therefore agreed to accept the restrictions in this clause .
- 2.2 Indelible Data Limited shall not, and shall procure that the Tester shall not (except in the proper course of its or his duties), either during the Engagement or at any time after the Termination Date, use or



disclose to any third party any Confidential Information. This restriction does not apply to:

- a) any use or disclosure authorised by the Client, required by or which is properly disclosable pursuant to law or regulating authorities;
- b) any information which is already in, or comes into, the public domain otherwise than through Indelible Data Limited's or the Tester's unauthorised disclosure.

3. DATA PROTECTION

3.1 Indelible Data Limited may collect personal information about the Client's personnel for the purpose of the Tester providing the Services.

3.2 Indelible Data Limited will not pass this information to third parties without the Client's consent unless:

- a) disclosure is necessary to provide the Services; or
- b) disclosure is required by law.

4. INTELLECTUAL PROPERTY

4.1 All Intellectual Property rights and all other rights in the Works created by the Tester shall be owned by Indelible Data Limited.

4.2 Indelible Data Limited hereby licenses all such rights to the Client free of charge and on a non-exclusive world-wide basis to such extent as is necessary to enable the Client to make reasonable use of the Services as is envisaged by the parties.

5. INSURANCE AND LIABILITY

5.1 The following provisions set out the entire financial liability of the Indelible Data Limited (including any liability for the acts or

omissions of its employees, agents and sub-contractors) to the Client in respect of:

- a) any use made by the Client of the Services; and
- b) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Terms and Conditions.

5.2 Nothing in these conditions excludes the liability of Indelible Data Limited:

- a) for death or personal injury caused by Indelible Data Limited's negligence; or
- b) for fraud or fraudulent misrepresentation.

5.3 Indelible Data Limited shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

- i. loss of profits; or
 - ii. loss of business; or
 - iii. depletion of goodwill or similar losses; or
 - iv. loss of anticipated savings; or
 - v. loss of goods; or
 - vi. loss of contract; or
 - vii. loss of use; or
 - viii. loss or corruption of data or information; or
 - ix. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- b) Indelible Data Limited 's total liability in contract, tort (including negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services.

6. DELIVERY

Whilst Indelible Data Limited will do its best to meet the delivery date requested by the Client, if for any unforeseen reasons, delivery is

Registered in England and Wales. Company No. 7097244



delayed, Indelible Data Limited will keep the Client duly informed, but will not be liable for any loss, costs damages or expenses (direct, indirect or consequential) suffered by the Client as a result of delayed delivery, unless specific terms are agreed for a specific project, duly agreed and signed by both parties.

7. DATA

All data will be archived for one year and in line with our Data Retention policies.

8. OBLIGATIONS ON TERMINATION

On termination of this Contract for any reason:

- a) the Client shall immediately pay to Indelible Data Limited all of the outstanding unpaid invoices and interest and, in respect of Services provided but for which no invoice has been submitted, Indelible Data Limited may submit an invoice, which shall be payable immediately on receipt;
- b) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination;
- c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.