

GENERAL TERMS (SUPPLY OF SERVICES)

1. INTERPRETATION & DEFINITIONS

1.1 The following definitions apply in these General Terms.

Available Services means the services offered by Safe Harbour Security from time to time, including: (i) penetration testing services covering operational procedures, risk management, reporting, retesting, and exclusions (**Penetration Testing Services**); (ii) ISO consultancy services covering advisory and support services across ISO/IEC standards, implementation guidance, and readiness assessments (**ISO Consultancy Services**); and (iii) governance, risk and compliance services covering vCISO, vDPO, GDPR, NIS2, PCI-DSS, SOC 2, and other framework advisory, including deliverables and limitations (**GRC Services**);

Charges means the charges payable by the Customer for the supply of the Services in accordance with clause 5;

Commencement Date has the meaning given in clause 2.2;

Contract means the contract between Safe Harbour Security and the Customer for the supply of Services in accordance with the Scope of Work and these General Terms;

Customer means the person or firm who purchases Services from Safe Harbour Security;

Customer Default has the meaning set out in clause 4.2;

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (**UK GDPR**), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Deliverables means the deliverables (if any) produced by Safe Harbour Security for the Customer as part of the Services;

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Safe Harbour Security means Safe Harbour Security Ltd, a company registered in Northern Ireland with company number NI671725 having its registered office address at The Innovation Centre Catalyst Building, Bay Road, Derry, Northern Ireland, BT48 7TG; and

Scope of Work (or SoW) means the scope of work for the supply of Services (as that scope of work may be amended and/or updated by prior agreement in writing between the parties);

Services means any one or more of the Available Services, including Deliverables, supplied by Safe Harbour Security to the Customer as set out in the Scope of Work;

Supplier Materials has the meaning set out in clause 4.1(g).

1.2 In these General Terms, unless expressly provided otherwise: (a) reference to a clause or paragraph is to a clause of these General terms or a paragraph of its Schedule; (b) reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision; (b) any words following the terms **including**, **include**, **for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and (c) a reference to **writing** or **written** includes email.

2. BASIS OF CONTRACT

2.1 The Scope of Work signed and dated by the Customer constitutes an offer by the Customer to purchase Services in accordance with these General Terms.

- 2.2 The offer referred to in clause 2.1 shall only be deemed to have been accepted by Safe Harbour Security when the Scope of Work has been countersigned and dated by Safe Harbour Security, at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any descriptions contained in Safe Harbour Security's promotional materials are issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These General Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 The Scope of Work shall not constitute an offer and is only valid for a period of 30 days from its date of issue (or such longer period as Safe Harbour Security may agree to).

3. **SUPPLY OF SERVICES**

- 3.1 Safe Harbour Security shall supply the Services to the Customer in accordance with the Scope of Work in all material respects.
- 3.2 Where the Services include Penetration Testing Services, then the supply and receipt of those Penetration Testing Services will be subject to the additional terms and obligations set out in the Schedule to these General Terms.
- 3.3 Safe Harbour Security shall use all reasonable endeavours to meet any performance dates specified in the Scope of Work.
- 3.4 Safe Harbour Security reserves the right to amend the Scope of Work if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Safe Harbour Security shall notify the Customer in any such event.
- 3.5 Safe Harbour Security warrants to the Customer that the Services will be provided using reasonable care and skill.

4. **CUSTOMER'S OBLIGATIONS**

- 4.1 The Customer shall: (a) ensure that the terms of the Scope of Work is complete and accurate; (b) co-operate with Safe Harbour Security in all matters relating to the Services; (c) provide Safe Harbour Security, its employees, agents, consultants and subcontractors, with access to the Customer's systems and facilities as reasonably required by Safe Harbour Security; (d) provide Safe Harbour Security with such information and materials as Safe Harbour Security may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; (f) keep all materials, equipment, documents and other property of Safe Harbour Security (**Supplier Materials**) that are made available to the Customer as part of the Services safe and in good condition until returned to Safe Harbour Security, and not dispose of or use Supplier Materials other than in accordance with Safe Harbour Security's written instructions or authorisation; and (g) comply with any additional obligations as set out in the Scope of Work.
- 4.2 If Safe Harbour Security's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**): (a) without limiting or affecting any other right or remedy available to it, Safe Harbour Security shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Safe Harbour Security's performance of any of its obligations; (b) Safe Harbour Security shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Safe Harbour Security's failure or delay to perform any of its obligations as set out in this clause 4.2; and (c) the Customer shall reimburse Safe Harbour Security on written demand for any costs or losses sustained or incurred by Safe Harbour Security arising from the Customer Default.

5. CHARGES & PAYMENT

- 5.1** The charges for the Services shall be as set out in, or as calculated in accordance with, the Scope of Work. In addition, Safe Harbour Security shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Safe Harbour Security engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Safe Harbour Security for the performance of the Services, and for the cost of any materials.
- 5.2** Safe Harbour Security reserves the right to increase the charges on an annual basis with effect from each anniversary of the Commencement Date.
- 5.3** The Customer shall pay each invoice submitted by Safe Harbour Security: (a) in accordance with the payment terms set out in the Scope of Work (or, if no payment terms so specified, then within 30 days of the date of the invoice); and (b) in full and in cleared funds to a bank account nominated in writing by Safe Harbour Security, and time for payment shall be of the essence of the Contract.
- 5.4** All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Safe Harbour Security to the Customer, the Customer shall, on receipt of a valid VAT invoice from Safe Harbour Security, pay to Safe Harbour Security such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.5** If the Customer fails to make a payment due to Safe Harbour Security under the Contract by the due date, then, without limiting Safe Harbour Security's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.6** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1** All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Safe Harbour Security.
- 6.2** Safe Harbour Security grants to the Customer (or shall procure the direct grant to the Customer of) a non-exclusive licence to use the Deliverables (excluding materials provided by the Customer) for the purpose of receiving the Services and the Deliverables in its business.
- 6.3** The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2.
- 6.4** The Customer grants Safe Harbour Security a fully paid-up, non-exclusive, non-transferable licence to copy and modify any materials provided by the Customer to Safe Harbour Security for the purpose of providing the Services to the Customer.

7. DATA PROTECTION

- 7.1** Safe Harbour Security and the Customer acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and Safe Harbour Security is the processor.
- 7.2** Safe Harbour Security and the Customer will comply with the Data Protection Legislation.
- 7.3** The scope, nature and purpose of the processing by Safe Harbour Security, the duration of the processing and the types of personal data and categories of data subject are set out in the table below.

Subject Matter & Duration:	as set out in the Scope of Work
Nature & Purpose:	processing is limited to the supply of the Services
Types of Data:	personal data necessary for supply of the Services
Categories of Data Subjects:	employees, contractors, and other individuals relevant to the supply of the Services

Access Control:	role-based and need-to-know access
Transmission Control:	secure encryption for data in transit
Processing Control:	documented processing procedures with audit capability
Availability Control:	measures ensuring data availability and business continuity

- 7.4** Safe Harbour Security shall in relation to any personal data processed in connection with the Services: (a) process that personal data only on written instructions of the Customer; (b) keep that personal data confidential; (c) comply with the data protection standards notified to it by the Customer; (d) comply with the Customer's reasonable instructions with respect to processing personal data; (e) not transfer any personal data outside of the UK unless Safe Harbour Security ensures that (i) the transfer is to a country approved as providing an adequate level of protection for personal data; or (ii) there are appropriate safeguards in place for the transfer of personal data; or (iii) binding corporate rules are in place; or (iv) one of the derogations for specific situations applies to the transfer; (f) assist the Customer in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators; (g) notify the Customer without undue delay on becoming aware of a personal data breach or communication which relates to the Customer's or Safe Harbour Security's compliance with the Data Protection Legislation; (h) at the written request of the Customer, delete or return personal data (and any copies of the same) to the Customer on termination of the Contract unless required by the Data Protection Legislation to store that personal data; and (i) maintain record to demonstrate compliance with this clause.
- 7.5** Safe Harbour Security shall ensure that it has in place appropriate technical or organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate: (a) pseudonymising and encrypting personal data; (b) ensuring confidentiality, integrity, availability and resilience of its systems and services; (c) ensuring that availability of and access to personal data can be restored in a timely manner after an incident; and (d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- 7.6** Safe Harbour Security may only authorise a sub-processor to process personal data if: (a) the Customer is provided with an opportunity to object to the appointment of each sub-processor within 7 days after Safe Harbour Security notifies the Customer of such sub-processor; (b) Safe Harbour Security enters into a written contract with the sub-processor that contains terms substantially the same as those set out in this clause; and (c) Safe Harbour Security maintains control over the personal data it entrusts to the sub-processor. Safe Harbour Security shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.
- 8. LIMITATION OF LIABILITY**
- 8.1** Safe Harbour Security shall maintain appropriate professional indemnity, public liability, and cyber liability insurance coverage commensurate with the scope of Services.
- 8.2** References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.3** Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 8.4** Nothing in this clause 8 shall limit the Customer's payment obligations under the Contract.

- 8.5** Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; and (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.6** Subject to clauses 8.3 and 8.5, Safe Harbour Security's total liability to the Customer for all loss or damage shall not exceed an amount equal to the Charges paid by the Customer pursuant to the Contract prior to the date upon which the cause of action arose.
- 8.7** Subject clauses 8.3 - 8.5 (inclusive), this clause 8.7 sets out the types of loss that are wholly excluded: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; and (g) indirect or consequential loss.
- 8.8** Safe Harbour Security has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.9** Unless the Customer notifies Safe Harbour Security that it intends to make a claim in respect of an event within the notice period, Safe Harbour Security shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 8.10** This clause 8 shall survive termination of the Contract.

9. TERMINATION

- 9.1** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if: (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so; (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Insolvency legislation, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.2** Without affecting any other right or remedy available to it, Safe Harbour Security may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 9.3** Without affecting any other right or remedy available to it, Safe Harbour Security may suspend the supply of Services under the Contract or any other contract between the Customer and Safe Harbour Security if: (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or (b) the Customer becomes subject to any of the events listed in clauses 9.1(b)-9.1(d) (inclusive), or Safe Harbour Security reasonably believes that the Customer is about to become subject to any of them.

10. CONSEQUENCES OF TERMINATION

- 10.1** On termination of the Contract: (a) the Customer shall immediately pay to Safe Harbour Security all of Safe Harbour Security's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Safe Harbour Security shall submit an invoice, which shall be payable by the Customer immediately on receipt; (b) the Customer shall return all Supplier Materials and any Deliverables which have not been fully paid for. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

- 10.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
11. **GENERAL**
- 11.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 11.2 **Assignment & other dealings.** Safe Harbour Security may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Safe Harbour Security.
- 11.3 **Confidentiality.** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, Customers or suppliers of the other party, except as permitted by this clause. Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out that party's obligations under the Contract, provided that each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 11.4 **Non-solicitation.** The Customer shall not directly or indirectly solicit, employ, or contract with employees or contractors of Safe Harbour Security engaged in the provision of Services for a period of twelve (12) months following termination of the Contract without Safe Harbour Security's prior written consent.
- 11.5 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.
- 11.6 **Variation.** Except as set out in these General Terms, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.7 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.8 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the Contract is deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 11.9 **Notices.** Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Scope of Work. Any notice shall be deemed to have been

received: (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second working day after posting; or (iii) if sent by email, at the time of transmission, or, if this time falls outside normal working hours in the place of receipt, when normal working hours resume. In this clause, normal working hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

11.10 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

11.11 Governing law & Jurisdiction. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of Northern Ireland. Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SCHEDULE

ADDITIONAL TERMS (SPECIFIC TO PENETRATION TESTING SERVICES)

1. **Scope of Penetration Testing Services**

The Penetration Testing Services will cover only the systems, applications and networks specified in the Scope of Work (**Target Systems**). Any system, application or network not so specified is out of scope and will not be covered by the Penetration Testing Services.

2. **Cancellation & Rescheduling**

2.1 Penetration Testing Services will be performed during the agreed dates and within any specified time windows.

2.2 If the Customer requires any change to any of the dates or times referred to in paragraph 2.1 (including cancellation or rescheduling), then such changes must be notified in writing to Safe Harbour Security with not less than 5 working days' prior notice, failing which: (a) the following charges will apply: 50% of the applicable charge where not less than 3 working days' notice is given; and otherwise 100% of the applicable charges; and (b) the Customer will reimburse Safe Harbour Security for any non-refundable expenses incurred in preparation for the Services (including but not limited to travel, accommodation, and subcontractor costs).

2.3 Safe Harbour Security reserves the right to invoice any amount referred to in paragraph 2.2 immediately upon notice of cancellation or rescheduling.

3. **Authorisation**

3.1 By entering into the Contract, the Customer confirms it has legal authority to authorise Penetration Testing Services on the Target Systems.

3.2 Safe Harbour Security may request, and the Customer will provide, confirmation in writing of the authority referred to in paragraph 3.1 prior to commencement of Penetration Testing Services.

4. **Approach**

The approach to Penetration Testing Services will follow recognised methodologies such as OWASP and PTES, using a mix of automated and manual techniques to identify vulnerabilities in the target.

5. **Risk**

The Customer acknowledges that Penetration Testing Services, by their nature, may involve attempts to gain unauthorised access to systems, networks, or applications, and that such Penetration Testing Services may result in temporary loss of service, system slowdown, or data corruption. The Customer confirms that they have assessed these risks and accept them as an inherent part of the Penetration Testing Services.

6. **Indemnity**

The Customer agrees to indemnify and hold harmless Safe Harbour Security, its employees, contractors, and agents from and against any claim, damages, liabilities, costs, or expenses (including reasonable legal fees) arising from: (a) the Customer's failure to obtain appropriate authorisations or permissions for the conduct of the Penetration Testing Services; or (b) inaccurate, incomplete, or misleading information provided by the Customer; or (c) any claim by a third party resulting from the conduct of the Penetration Testing Services, except to the extent caused by Safe Harbour Security's deliberate default.

7. **Reporting**

Safe Harbour Security will provide the Customer with a detailed report within 5-10 working days of completion of the Penetration Testing Services, such report to include an executive summary, technical findings, and remediation advice, but reserves the right to withhold the provision of such report until the Charges have been paid in full by the Customer.

8. **Customer Obligations**

- 8.1** In relation to the Penetration Testing Services, the Customer will: (a) provide written authorisation granting Safe Harbour Security permission to perform the Penetration Testing Services on the Target Systems; (b) ensure that the Customer has the legal right and necessary consents from system owners, hosting providers, or third parties, as applicable; (c) provide accurate and complete information required for the performance of the Penetration Testing Services, including system details, IP ranges, URLs, contact persons, and technical documentation; (d) promptly notify Safe Harbour Security of any changes to systems or scope that may affect the performance of the Penetration Testing Services; (e) designate a primary contact person available at all times during the performance of the Penetration Testing Services to coordinate communications and handle any urgent issues; (f) ensure technical staff are available to support pre-engagement planning, testing activities, and post-test remediation discussions; (g) ensure that appropriate backups, disaster recovery procedures, and rollback mechanisms are in place prior to commencement of the Penetration Testing Services; (h) take all reasonable steps to ensure systems are prepared for the Penetration Testing Services and that the testing activities will not cause unacceptable business disruption; (i) where applicable, notify relevant third parties (including hosting providers, cloud service providers, and ISPs) of the Penetration Testing Services to prevent misinterpretation as a real cyber-attack; (j) monitor and manage any system or service alerts triggered as a result of the Penetration Testing Services; (k) respond to requests from Safe Harbour Security in a timely manner to enable performance and completion of the Penetration testing Services; and (l) ensure that the engagement of Safe Harbour Security and the performance of the Penetration Testing Services comply with all applicable laws, regulations, and contractual obligations by which the Customer is bound.
- 8.2** The Customer will attend scheduled meetings, provide access credentials, and supply test accounts as reasonably required by Safe Harbour Security in connection with the Penetration testing Services.
- 8.3** The Customer acknowledges that: (a) false positives or security monitoring alerts may be generated by the Penetration Testing Services; and (b) the Deliverables provided by Safe Harbour Security as part of the Penetration Testing Services are to be used solely for internal security and compliance purposes, and shall not be disclosed to any third party without Safe Harbour Security's prior written consent, except where legally required.