

COMMERCIAL CONFIDENTIAL WHEN COMPLETED

THIS AGREEMENT is made on the

BETWEEN: -

- (1) **SEC-TEC LIMITED** whose registered place of business is at: Thames Innovation Centre, Veridion Park, 2 Veridion Way, Erith, London, DA18 4AL("the Company") and
- (2) XXXX ("the Customer")

NOW IT IS AGREED as follows:-

1. Definitions

In this agreement unless inconsistent with the context or otherwise specified, the following definitions shall apply:

- 1.1 "Agreement" means these terms and the Schedules attached to them.
- 1.2 "The Assessment Charge" means the periodic or single charge for the provision of the Service specified in Schedule 1 as varied from time to time in accordance with clause 5.
- 1.3 "Charges" means any charges additional to the Assessment Charge that may be invoiced by the Company to the Customer in connection with this Agreement (whether by virtue of a specific provision or otherwise) which will be calculated on a time and materials basis in accordance with the Company's then current standard rates.
- 1.4 "Commencement Date" means the date on which the test starts.
- 1.5 "Hosted System" means the use by the Customer of a server or computer hardware which is shared by the Customer or Computer Software whereby such Software is shared by the Customer and another party or is not under the total control or ownership of the Customer.
- 1.6 "Initial Period" means the initial period of the term of this Agreement as specified in Schedule which if so provided in such Schedule may be the provision of the Service on a single occasion.
- 1.7 "Interval Period" means the approximate period at which the Service will be carried out as specified in Schedule 1.
- 1.8 "The Service" means the provision of technical vulnerability assessment and reporting as set out in Schedule 1.
- 1.9 "Staff" means any individual provided by the Company to perform the Service.
- 1.10 "Third Party" means any party sharing the Software or computer hardware with the Customer or owning or controlling the Software and or computer Hardware or any party being an Internet Service Provider to the Customer
- 1.11 "Business Day" means any day except Saturday, Sunday or a Bank Holiday;
- 1.12 "Bank Holiday" includes Christmas Day and Good Friday.

2 Scope of the Agreement

- 2.1 In consideration of the Customer's payment of the Assessment Charge the Company agrees to provide the Service at the Interval Period (if applicable) subject to the terms of this Agreement.
- 2.2 The Service will be provided during hours convenient to the Company at the Interval Period
- 2.3 The Company will use reasonable endeavors to provide the Service promptly having regard to the availability of personnel, the necessary supplies, facilities and commitments to other customers but any dates quoted for commencement or completion of any part of the Service are estimates only and time will not be of the essence.

3 Term of the Agreement

The term of this Agreement shall be for the Initial Period, unless stated to be for the provision of a single service only, and will continue after that for successive periods of one year each unless terminated by either party provided one months' prior written notice is given. Such termination shall take effect at the expiry of the Initial Period or any time after that, subject to earlier termination in accordance with this Agreement.

4 Liaison and staffing

- 4.1 Each party will appoint a member of its staff ("the Support Representative") to act as the principal point of contact between the parties for the purposes of this Agreement and the Customer will supply to the Company the telephone number of the Support Representative at which he or she may normally be contacted outside the usual business hours of the Customer.
- 4.2 The Company will assign appropriately trained Staff to provide the Service or any part of it. The Company may at its discretion and at any time replace anyone allocated by it to provide the Service.
- 4.3 The Company shall be empowered from time to time to use sub-contractors for the provision of any part of the Service but, such sub-contracting will not relieve the Company from its obligations under this Agreement.

5 Payment Terms – The assessment charge

- 5.1 The Customer will pay to the Company the Assessment Charge specified in Schedule 1 and all other Charges, which fall due under this Agreement or otherwise invoiced by the Company from time to time.
- 5.2 Value Added Tax and any other taxes duties or levies will be paid additionally by the Customer at the then prevailing rate.
- 5.3 The Assessment Charge is inclusive of any travel, subsistence and other out-of-pocket expenses incurred by the Company in respect of the provision of the Service
- 5.4 The Assessment Charge is payable on the due date for payment specified in Schedule 1. All other Charges and expenses will be invoiced monthly in arrears and be payable within 14 days of the date of a correct invoice.

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- 5.5 If any sum payable to the Company under this Agreement is in arrears for more than 30 days from the due date, the Company reserves the right without prejudice to any other right or remedy to:
- 5.5.1 charge interest on such overdue sum on a day to day basis from the original due date until paid in full at a rate of 8% above Barclays Bank Plc base lending rate in force from time to time, and/or
 - 5.5.2 suspend the provision of the Service without prior written notice.
- 5.6 The Customer will notify the Company in writing within 14 days of receipt of an invoice if the Customer considers such invoice incorrect or invalid for any reason. After such period the Customer will raise no objection to any such invoice and shall make full payment in accordance with it.
- 5.7 The company reserves the right to vary, from time to time, the assessment charge for periods subsequent to the Initial Period, as defined in clause 1.6, providing it gives the Client 30 days written notice, being the effective date.
- 5.8 In any event of an increase in the assessment Charge, the client has the right to terminate the agreement forthwith by providing the Company with written notice of not less than 14 days before the effective date
- 5.9 If the time taken by the Company to carry out the Service is increased due to either incorrect information being supplied by the Customer to the Company or changes to the Software, the Company shall be entitled to invoice the Customer for all reasonable costs and expenses incurred by the Company in consequence thereof, calculated on a time basis in accordance with the Company's current Charges as outlined in schedule 1.

6 Customer's Responsibilities

- 6.1 Throughout the term of this Agreement the Customer shall:
- 6.1.1 Co-operate reasonably with the Company's personnel in order to enable them to provide the Service;
 - 6.1.2 Make available to the Company free of charge all information, facilities and services reasonably required by the Company to enable the Company to perform the Service;
 - 6.1.3 In accordance with good practice to keep full backup copies of the Current Release, the Customer's databases and computer records.
- 6.2 If necessary for the scope of the work undertaken, the Customer, throughout the term of this Agreement, will supply the Company without charge, with all information reasonably necessary to perform this agreement. The Customer warrants that it has or will obtain at its own expense all necessary permissions required allowing the Company throughout the term of this Agreement to use the information, and the Customer undertakes to indemnify the Company against any liability arising from any breach of this warranty.
- 6.3 If the Customer is to provide any computing and ancillary facilities, the Customer will be responsible for the prompt and continuing availability to the Company of all such facilities in good working order throughout the term of this Agreement to the extent necessary for the Company to perform the Service.

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7 Exclusions

- 7.1.1 The Assessment Charge does not include the provision of any service to correct any defect error or other problem in connection with the security or any other aspect of the Software of whatsoever nature
 - 7.1.2 The Assessment Charge does not include the provision of the Service in respect of any software other than the Software or any version other than the Current Release
- 7.2 If at the request of the Customer the Company agrees to provide any service in respect of any of the exclusions referred to in clause 7.1 (but it is confirmed that the Company is under no obligation to do so) the Company will endeavour to undertake the work as soon as reasonably practicable and the Company shall be entitled to make an additional charge on a time and materials basis in accordance with the Company current standard rates.

8 Warranty

The Company warrants that the service will be performed by competent persons and will be carried out with reasonable care and skill using technology, which is current at the date of the provision of the Service and is reasonably available to the Company.

9 Limitation of Liability

- 9.1 The Customer acknowledges that the Company's obligations and liabilities in respect of the Service are exhaustively defined in this Agreement. The Customer agrees that the express obligations and warranties made by the Company in this Agreement are in lieu of and to the exclusion of any warranty, condition, term, undertaking or representation of any kind, express or implied, statutory or otherwise relating to anything supplied or services provided under or in connection with this Agreement including (without limitation) as to the condition, quality, performance, merchantability or fitness for purpose of the Service or any part of it.
- 9.2 The Customer further acknowledges that the Company gives no warranty that it will be able to identify all or any defects in the Software in connection with the provision of the Service or that no future defects will arise as a result of further development in other forms of Software, inventions, discoveries, faults or errors reasonably undiscoverable at present or otherwise.
- 9.3 The Customer is responsible for the consequences of any use of the Service. The Company will not be liable for any indirect or consequential loss, damage, cost or expense of any kind whatever and however caused, whether arising under contract, tort (including negligence) or otherwise, including (without limitation) loss of production, loss of or corruption to data, loss of profits or of contracts, loss of operation time, breaches of security or loss of goodwill or anticipated savings, even if the Company has been advised of their possibility.
- 9.4 The Company accepts liability to the extent it results from the negligence of the Company and its employees for:
- 9.4.1 death or injury without limit; and
 - 9.4.2 direct physical damage to or loss of the Customer's tangible property up to the maximum amount of £1,000,000 in respect of incident or series of connected incidents.

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- 9.5 In all other cases not falling within clause 9.4 the Company's total liability (whether in contract, tort, including negligence, or otherwise) under or in connection with this Agreement and any other agreement with the Customer relating to the Software or based on any claim for indemnity or contribution, will not exceed the sum of £1,000,000 in aggregate or £100,000 for cases involving web defacement.
- 9.6 The Customer agrees that, except as expressly provided in clause 8 and this clause 9, the Company will not be under any liability of any kind whatever and however caused arising directly or indirectly in connection with this Agreement. The Customer will indemnify the Company in respect of any third party claim for any injury, loss, damage or expense occasioned by or arising directly or indirectly from the Customer's possession, operation, use, modification or supply to a third party of any thing supplied under the Service and any part of it except and in so far as the Company is liable as expressly provided in this Agreement.
- 9.7 The Company acknowledges and agrees that the allocation of risk contained in this clause 9 is reflected in the Assessment Charge and is also in recognition of the fact that, inter alia, it is not within the Company's control how and for what purpose the results of the Service are used by the Customer.
- 9.8 For the avoidance of doubt it is hereby agreed between the parties that this Agreement is made between the Company and the Customer and the Customer shall have no claim of whatsoever nature against any re-seller or agent of the Company arising out of the terms of this Agreement or any representations of whatsoever nature made by such re-seller or agent.

10 Security

- 10.1 The Company shall be entitled to request at any time the Customer to provide evidence reasonably satisfactory to the Company that the Customer is lawfully requiring the Service and that it does not require the consent of any other party to do so, and shall be entitled to decline to supply the Service until such evidence is supplied.
- 10.2 In the event that the Customer has a Hosted System, the Customer shall provide the written consent to the provision of the Service by the Third Party in written form to it and reserves the right to require evidence from the Third Party that it does not require the consent of any party other than the Customer lawfully to require the Service.
- 10.3 The Customer warrants that it is lawfully entitled to require the Service without the consent of any other party, and if consent of a third party is needed then that it has the consent of such other party in writing in compliance with the provision of the Service and, shall indemnify the Company in respect of any claim of whatsoever nature arising out of the provision of the Service without the consent of any party from whom consent should have been obtained.

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11 Confidentiality

11.1 Each party will treat as confidential all information obtained from the other party under or in connection with this Agreement which is designated as confidential by the other party or which is by its nature clearly confidential. The recipient party will not disclose such confidential information to any person (except only to those employees, agents, sub-contractors, suppliers and other representatives who need to know it) or use such confidential information for purposes other than the Service without the other party's prior written consent. This clause will not extend to information which:

11.1.1 was in the possession of the recipient party (with full right to disclose) before receiving it; or

11.1.2 is already or becomes public knowledge (otherwise than as a result of a breach of this clause); or

11.1.3 is independently developed by the recipient party without access to or use of such information.

11.2 Each party will ensure that all persons to whom it discloses any confidential information of the other party are aware prior to disclosure of the confidential nature of the information and that they owe a duty of confidence to the other party, and shall if required by the other party obtain a written confidentiality agreement in a form reasonably acceptable to such other party from all or any such persons to whom it discloses any confidential information.

11.3 Each party will establish and maintain adequate security measures to safeguard information and data of the other party in its possession from unauthorised access use or copying.

12 Non-solicitation

The Customer will not during the term of this Agreement and for a period of 12 months after that without the Company's prior written consent directly or indirectly solicit or offer employment or engagement to any Staff who at the time of such action or during a period of 12 months immediately preceding such action was directly involved in the provision of the Service.

13 Termination

13.1 If the Customer does not pay any charge when due or breaks this contract in any other way the Company can terminate this contract immediately without the requirement of prior notification.

13.2 Notwithstanding clause 13.1, each party may terminate this Agreement by notice with immediate effect if the other materially breaches this Agreement, alternatively if the breach is remediable it fails to remedy it within 28 days of receiving written notice requiring the rectification of the breach from the injured party;

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- 13.3 In any other cases this Agreement shall be terminated by notice if the other ceases or disposes of its business, or threatens to do so; or if, the other being a partnership, a company or an individual consents to or is otherwise subject to proceedings under the law relating to bankruptcy, distress, receivership, insolvency or the relief of creditors or enters into arrangements benefiting its creditors.
- 13.4 Termination will not prejudice any other rights or remedies of the injured party and will be without liability for any loss or damage suffered by the party in default as per clause 9

14 Notices

All notices which are required to be given under this Agreement will be in writing and will be sent to the address of the recipient set out on the front page of this Agreement or such other address as the recipient may designate from time to time. Any such notice may be delivered by first class pre-paid letter or facsimile transmission and will be deemed to have been received:

- 14.1 By hand delivery - at the time of delivery;
- 14.2 By first class post - 48 hours after the date of mailing;
- 14.3 By facsimile transmission - immediately on transmission provided it is made before 4 pm on a business day and a confirmatory copy is sent by first class pre-paid post or by hand by the end of the next business day or in the event that any such days are not working days the following working day.

15 Force Majeure

Neither party will be liable for any delay in performing or failure to perform its obligations (other than a payment obligation) under this Agreement due to any cause outside its reasonable control. Such delay or failure will not constitute a breach of this Agreement and the time for performance of the affected obligation will be extended by such period as is reasonable.

16 Severability

If any party of this Agreement is found, by a court of competent jurisdiction or other competent jurisdiction, to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

17 Waiver

No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them, nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver, to be effective, must be in writing. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

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18 Entire agreement

- 18.1 This Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement and supersedes all previous communications, representations and other arrangements, oral or written. The Customer acknowledges that no reliance is placed on any representation made but not embodied in this Agreement. The printed terms and conditions of any purchase order or other correspondence and documents of the Customer issued in connection with this Agreement will not apply unless expressly accepted in writing by the Company.
- 18.2 Except as otherwise permitted by this Agreement no change to its terms will be effective unless it is in writing and signed by persons authorised on behalf of both parties.

19 Governing law

This Agreement will be construed in accordance with and governed by the law of England and Wales and each party agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales.

- 20 For the purpose of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Agreement shall confer on any third party any right to enforce any benefit of any term of this Agreement.

21 The Data Protection act 1998

The Company will endeavor, using internal policies and processes to adhere to the following principals of the act, whilst engaged by the Client: -

1. Personal data should be processed fairly and lawfully.
2. Data should only be obtained for specified purposes and should not be further processed in a manner incompatible with these purposes.
3. Personal data should be adequate relevant and not excessive in relation to the purposes for which they were collected.
4. Personal data should be accurate and where necessary kept up to date.
5. Personal data should not be kept longer than is needed for its intended purpose.
6. Personal data should be processed in accordance with the rights of the individual, which the information concerns.
7. Appropriate measures should be taken against unauthorised or unlawful processing or destruction of personal data.
8. Personal data should not be transferred outside the European Economic Area (the EU states plus Liechtenstein, Iceland and Norway).

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22 The computer misuse act 1990

The Company will endeavor, using internal policies and processes to ensure that whilst engaged by the Client, no permanent member of staff or contractor working for the company, will knowingly allow the following to be committed during the course of their duties.

1. Unauthorised access to computer materia.
2. Unauthorised access with intent to commit or facilitate commission of further offences.
3. Unauthorised modification of computer materia.

23 The Human Rights Act article 8 – The right to respect for private and family life

The Company will, using internal policies and processes and with the support of the staff and management, embrace the principles of this act to ensure that the rights of individuals are upheld.

Signed by or on behalf of
The Company

PRINT

POSITION

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Signed on behalf of the Customer

PRINT

POSITION

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SCHEDULE 1

- 1 Commencement Date:
2. Initial Period:
- 3 Interval Period:
4. Assessment Charge:

Your official Purchase Order Number:

- 5 Applicable Proposal Number:
- 6 Testing methods to be included (delete as applicable):

Vulnerability Exploitation	Network Weaving
Social Engineering (Tel/Email/Fob)	Physical Access Testing
Wi-Fi Testing	Distributed Denial of Service Testing
Denial of Service Testing	Web Application Assessment

- 7 Test Accounts to be Provided: Y/N
- 8 System/Network diagram and/or other basic details to be provided: Y/N
- 9 Specific NDA(s) required: in order to outline the restrictions imposed by Sec-Tec to ensure that any material, knowledge or information shared during the contract period is not made available to a third party.
 - a. Sec-Tec: NONE
 - b. Client:
- 10 Please specify all network addresses/ranges/virtual hosts in scope:

- 11 Please specify any devices/ranges specifically **out of scope**. Please consider legacy hardware/VOIP/HPUX or other esoteric systems that may react negatively to vulnerability assessment techniques. If in doubt, please discuss with your point of contact:

- 12 Speed and type of Internet connection:

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13 Required Report Delivery Method (Password protected zip email or Registered Post):

14 Any other pertinent information the client wishes to provide/record:

15 In the case of urgent discoveries that may have an immediate impact on the client, Sec-Tec will produce an electronic ERR (Emergency Rectification report). The purpose of the ERR is to minimize the exposure window. Sec-Tec agrees to produce ERRs to the client within a two hour window from initial discovery with a CVSS 2.0 score equal to or above: 8.0

Main client contact for ERR and delivery mechanism to be confirmed and noted.

Support Representatives:

8.1 Company:

Name and Address: David Wray, Sec-Tec Ltd, Thames Innovation Centre, Veridion Park, 2 Veridion Way, Erith, London, DA18 4AL

Telephone: +44 208 317 7962

Telephone (Out of Hours): +44 7957 363 272

8.2 Main Customer Contact:

Name and Address:

Telephone (work):

Telephone (out of hours):

Facsimile:

Backup Customer Contact:

Name and Address:

Telephone (work):

Telephone (out of hours):

Facsimile:

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Technical Customer Contact:

Name and Address:

Telephone (work):

Telephone (out of hours):

Facsimile:

Applicable Third Party Contact:

Function:

Name and Address:

Telephone (work):

Telephone (out of hours):

Facsimile:

What scenarios/details can be provided to the contacts (tick as appropriate)

	Level 1	Level 2	Level 3	Level 4
Main Customer Contact				
Backup Customer Contact				
Technical Customer Contact				
Applicable Third Party Contact				

General guidance on levels above:

Level 1 Details:

The fact that the test is being conducted
Sec-Tec as a named supplier of the service

Level 2 Details:

The fact that something potentially serious has been discovered
Progress summary on overall project progress
Problem relating to the project that may impede progress

Level 3 Details:

Urgent vulnerability details together with a more detailed explanation

Level 4

Detailed vulnerability details together with exploit information

8.3 Invoice Name and Address: