



SPECIFIC CONDITIONS N4 – SECURITY ASSURANCE SERVICES

These Specific Conditions govern the Security Assurance Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms and Conditions for the Supply of Products and/or Services (the "Conditions"), which shall be deemed to be incorporated into the Contract for the performance of any Security Assurance Services performed under these Specific Conditions.

1 DEFINITIONS

1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:

"Customer Environment"	means the Customer's IT infrastructure, including any systems, equipment, hardware, software, applications and web applications, which is to be subject to the Security Assurance Services, as agreed in writing by the parties;
"Output Material"	means any Documents or other materials, and any data or other information provided by the Company relating to the Security Assurance Services;
"Security Assurance Services"	means the consultancy and/or penetration testing services provided by the Company to the Customer under these Specific Conditions and as detailed in an Order Form; and
"Statement of Works"	means the Order Form or any other relevant contractual document setting out the scope of the Security Assurance Services as referred to in the Order Form.

1.2 All other capitalised terms, which are not defined in paragraph 1.1 shall have the meanings stated in the Conditions.

2 COMMENCEMENT DATE AND TIME FOR PERFORMANCE

2.1 The Commencement Date of the Security Assurance Services shall be the date specified as such in the Order Form or, if no date is specified, the date on which the Company commences provision of the Security Assurance Services to the Customer.

2.2 Notwithstanding paragraph 2.1, the Customer shall not be entitled to cancel or terminate any Security Assurance Services for convenience unless an express right to do so is set out in the Order Form. Any order for Security Assurance Services shall be binding on the Customer from the Commencement Date until the date upon which the Company has delivered the Security Assurance Services in full.

2.3 The Company will use its reasonable endeavours to deliver the Security Assurance Services during the period (if any) stated in the Order Form or, if no such period is stated or other time for performance is specified, the Security Assurance Services shall be provided within a reasonable time from the Commencement Date.

3 SUPPLY OF THE SECURITY ASSURANCE SERVICES

3.1 The Company may at any time without notifying the Customer make any changes to the Security Assurance Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Security Assurance Services .

3.2 The Company will use its reasonable endeavours to supply the Security Assurance Services as set out in the Order Form.

3.3 Notwithstanding any other provision in this Contract, including any Statement of Works or other attachment to this Contract, the Company shall be under no express or implied fitness for purpose obligation in relation to any Output Material and/or the Security Assurance Services. The Company's liability (if any) under this Contract shall be limited to the exercise of reasonable skill, care and diligence to be expected of an appropriately qualified person experienced in carrying out activities of a similar nature, size, complexity and value to the scope of the Security Assurance Services.

3.4 The Customer acknowledges that the Output Material is Confidential Information.

3.5 Unless otherwise stated in the Order Form, the Customer acknowledges that the Output Material is provided for the sole benefit of the Customer and shall not be disclosed to or shared with any third party by the Customer.

3.6 The Security Assurance Services shall be performed during Normal Working Hours unless stipulated otherwise in the Order Form. All dates, periods or times specified in this Contract are estimates only and time shall not be (and shall not be capable of being deemed) of the essence for the performance of the Company's obligations under this Contract.

3.7 If the Company becomes aware that it will be unable to meet any times or timetable set out in an Order Form it may notify the Customer of the same, the reason for the delay and provide an estimate of when the relevant Security Assurance Services will be performed.

3.8 If, for any reason, any Company Personnel engaged in the Security Assurance Services become unavailable for the performance of the Security Assurance Services, the Company will as soon as reasonably practicable substitute a suitably skilled and experienced replacement.

3.9 The Customer covenants to the Company that it is the sole owner of, or has legal authority to grant access to, the Customer Environment to be accessed by the Company in providing the Security Assurance Services .

3.10 The Customer will indemnify the Company for any loss, damages, costs, expenses or other claims, howsoever caused through any breach of clause 3.9.

3.11 The parties agree that nothing in this Contract shall render the Company Personnel an employee, worker, agent or partner of the Customer and the parties agree that this is a contract for services and not of employment or secondment of the Company Personnel.

4 CUSTOMER OBLIGATIONS

4.1 The Customer shall, at its own expense:

- 4.1.1 within a sufficient timeframe, make available to the Company all necessary Customer Input Materials and reasonable assistance relating to the Security Assurance Services or required by the Company to perform the Security Assurance Services;
- 4.1.2 ensure the accuracy and retain duplicates of any Customer Input Materials;
- 4.1.3 insure against the accidental loss or damage of any Customer Input Materials and agrees and acknowledges that the Company shall have no liability for any such loss or damage;
- 4.1.4 make available to the Company any Customer Representatives familiar with the Customer Environment and/or requirements of the Security Assurance Services , ensuring that such Customer Representatives will fully cooperate with the Company Personnel to enable the Security Assurance Services to be performed;
- 4.1.5 accept that all Output Material shall be at the sole risk of the Customer from the time of delivery from the Company; and
- 4.1.6 inform the Company of any changes to the Customer Environment which may affect the provision of the Security Assurance Services.



4.2 The Company shall have no liability for any failure to provide the Security Assurance Services under these Specific Conditions to the extent caused by the Customer's failure to meet any of the obligations set out in paragraph 4.1.

5 CHARGES

5.1 The Charges for the Security Assurance Services will be as identified in the Order Form.

5.2 The Charges for the Security Assurance Services will be invoiced in advance or as otherwise stated in the Order Form, with the first invoice issued by the Company on or around the Commencement Date.

5.3 Unless stated otherwise in the Order Form, in addition to the Charges, the Company will invoice the Customer on a monthly basis in arrears, all other fees, disbursements and other expenses including travel and subsistence incurred by the Company under this Contract together with such additional Charges, which in the Company's discretion (acting reasonably and calculated in accordance with the Company's standard rates), are chargeable as a result of the Customer's instructions or the Company performing additional services at the Customer's request that were not expressly set out in the Order Form or Statement of Works.

5.4 The Company will not be obliged to provide the Security Assurance Services and/or the Output Material unless all sums due under this Contract are received as provided for in this Contract.

5.5 Where the Customer requests any amended date for any scheduled meeting or other activity or other performance of any Security Assurance Services less than ten (10) Business Days prior to the agreed date for such activity, the Company reserves the right to charge the Customer an additional fee of £300.

5.6 Where the Customer cancels or rearranges any scheduled meeting or other activity or other performance of the Security Assurance Services less than five (5) Business Days prior to the agreed date for such activity then the Company reserves the right to charge the Customer the greater of: (a) £500; or (b) the full Charges for the resource that had been allocated to such activity (with reasonable evidence of the resource allocated and the applicable Charges).

6 WARRANTIES AND LIABILITY

6.1 The Customer acknowledges that the Company is not guaranteeing that the Customer will have a completely secure Customer Environment as a result of the Security Assurance Services, as no test, product or service can offer protection against all possible security breaches. The Customer acknowledges that the Security Assurance Services are designed to contribute towards its overall IT security strategy.

6.2 Where the Company arranges in connection with the provision of the Security Assurance Services any Output Material supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity which may have been given by the third party supplying the Output Material to the Company.

6.3 The Supplier shall not be liable for any loss or damage to the Customer Environment which is caused by any existing weakness (or defect) in the Customer Environment that is discovered or initiated by the provision of the Security Assurance Services from the Company.

6.4 The laws of England and Wales apply to the provision of the Security Assurance Services . Some of these laws have particular relevance to technical testing engagements, particularly the Computer Misuse Act, Human Rights Act, and Data Protection Act. Through agreement of clause 3.9 of these Specific Conditions, the Customer agrees to indemnify the Company against prosecution for providing the Security Assurance Services.