

NETWORK SECURITY TESTING AGREEMENT

BETWEEN:

- 1) **Provider [Limited]** a company registered in England and Wales with company number [] with its office situated at [];
- 2) [Name] [place of registration if a company] [address] (“**the Client**”).

WHEREAS

- A) Provider is engaged in providing security systems for wireless computer networks;
- B) The Client wishes to test the security of its computer network;
- C) Accordingly the Client and Provider have agreed that Provider will attempt to hack into the Client’s computer system in order to identify security problems so that they may be resolved.

IT IS AGREED AS FOLLOWS :-

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:-

"Fee" - the fee for provision of the Services, namely [£]¹ (which excludes any VAT or other tax or surcharge properly payable in addition²);

"Intellectual Property Rights" - all rights in inventions, patents (including patent applications), copyrights, database rights, design rights, trade marks and trade names, service marks, trade secrets, know-how and any other intellectual property rights (whether registered or unregistered) and all applications for any of them, anywhere in the world;

"Network" - the Client's wireless network of computers in relation to which the Services are performed;

"Security Problem"- a Network security problem identified by Provider in the course of performing the Services.

"Services" - these comprise:-

- i. testing the security of the Network by attempting to hack into the Network to access data stored thereon;
- ii. reporting any Security Problems to the Client;
- iii. making recommendations to the Client regarding any Security Problems.

"Third Party" - a customer of the Client or other third party whose data is stored on or accessible via the Network or whose software is used on the Network.

¹ Insert agreed fee in relevant currency

² The words "or any other addition" may cause client consternation and if you can get rid of them without being exposed, suggest that you do

"Third Party Obligations" - all statutory and contractual duties owed by the Client to those customers 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 other third parties;

2. SERVICES AND PAYMENT

- 2.1 The Client hereby authorises Provider to perform the Services.
- 2.2 In consideration of payment of the Fee, Provider will perform the Services.
- 2.3 The Fee shall be payable by the Client on presentation of Provider's invoice prior to the performance of the Services.

3. WARRANTIES, UNDERTAKINGS AND INDEMNITIES

4. LIABILITY

5. GENERAL