

SCHEDULE C: SERVICE DEFINITION FOR PEN TESTING SERVICE

1. Pen Testing Service Description

Exponential-e will perform technical Penetration Tests, as set out below, on the agreed Customer infrastructure and applications. The agreed Customer infrastructure and applications to be tested will be detailed in a Pen Testing Scope Form signed by the Parties and referencing the applicable Order Form. All agreed IP ranges will be scanned, with focused manual penetration testing against the systems in scope. Testing breaks down into approximately 20% automated for ‘breadth’ of testing and 80% manual effort led by CREST and CESG CHECK Approved Consultants for ‘depth’ of testing.

Testing Stages

Testing stages will include:

- » Passive Reconnaissance
- » Host Identification and Port Scanning
- » Vulnerability Scanning / Assessment
- » Manual Exploitation of Identified Vulnerabilities
- » Further Testing, including Escalation of Privileges and/or Maintaining Access

Testing Methodology

The Penetration Test will be carried out by certified security testers using the CESG CHECK accredited, OSSTMM and OWASP testing methodologies. Testing personnel will be CESG CHECK accredited and the tests will conform to, and extend, the following security guidelines and methodologies:

- » OSSTMM – The Open Source Security Testing Methodology Manual;
- » OWASP – The Open Web Application Security Project;
- » NSA – The US National Security Agency Guidelines;
- » NSAC – The MI5 National Security Advice Centre Guidelines.

Tests

The table below sets out the tests that will be performed.

Infrastructure Testing	Application Testing
Reconnaissance	Baseline Application Behaviour
Mapping, Information Analysis and Configuration	Access Input Control and Parameters
Automatic Service and Vulnerability Discover and Exploration	Information Disclosure Checks
Reporting and Clean-up	Web Server Security Checks

Reports

Test results will be presented in the form of a PDF report. Detailed information of any vulnerabilities found will also reference the Common Vulnerability Scoring System framework (CVSS). The Exponential-e Cyber Security Team will also conduct a Test-Debrief Meeting with the Customer’s IT Support Team.

2. Target Service Commencement Dates

No Target Service Commencement Date applies. The Parties shall agree in writing, following Order acceptance, a mutually-agreeable date for the Pen Testing Service to be provided; which shall in any event occur within three (3) months of the date of Order acceptance.

3. Additional Terms

The following terms and conditions apply to the provision of the Pen Testing Service by Exponential-e in addition to Exponential-e’s General Terms.

3.1. DEFINITIONS

3.1.1 In the Contract, the following terms shall have the meanings assigned to them below:

“Deliverables” Any deliverable materials (including reports) to be produced by Exponential-e provided to the Customer as part of the Service, as detailed in this Service Definition.

3.2. ADDITIONAL EXPONENTIAL-E OBLIGATIONS

3.2.1 Exponential-e shall provide the Service in a workmanlike manner and shall conform to the generally-accepted standards of the cyber security industry. The Customer must notify Exponential-e of any failure to so perform within five (5) days after the completion of the Service. Exponential-e’s entire liability and the Customer’s sole remedy for Exponential-e’s failure to so perform shall be for Exponential-e to, at its option (acting reasonably), (i) use reasonable efforts to correct such failure, and/or (ii) refund that portion of any fees received that reasonably correspond to such failure to perform.

3.2.2 Without limiting the generality or applicability of the foregoing, Exponential-E does not represent, warrant, or covenant that the Service performed under the Contract will: (a) detect or identify all security or network threats to, or vulnerabilities of the Customer’s networks or other facilities, assets or operations; (b) prevent intrusions into or any damage to the Customer’s networks or other facilities, assets or operations; or (c) meet or help the Customer meet any industry standard or any other requirements.

3.3. ADDITIONAL CUSTOMER OBLIGATIONS

3.3.1 The Customer shall provide Exponential-e with such office, access and information technology facilities as are reasonably required by Exponential-e to perform the Service. The Customer will also obtain all necessary consents, permissions, notices and authorisations from any third parties necessary for Exponential-e to perform the Service and the Customer authorises Exponential-e to do all acts as necessary to perform the Service (including, but not limited to, access and use of Customer and third party data, systems, premises, assets and devices).

3.4. INTELLECTUAL PROPERTY

3.4.1 All Intellectual Property Rights in the Contract (including this Service Document) shall at all times remain the property of Exponential-e.

3.4.2 The Deliverables shall on the date on which the same are created, vest in the Customer and Exponential-e assigns to the Customer with full title guarantee free from all charges, liens, licences and other encumbrances the Deliverables. Exponential-e agrees to execute any reasonable documents and carry out any activities as are required to perfect the vesting of the Deliverables to the Customer.

3.4.3 The Customer hereby grants to Exponential-e a free-of-charge, non-exclusive licence for the duration of the Contract to use the Deliverables solely for the purpose of performing its obligations under the Contract or as requested by the Customer from time to time.

3.4.4 The Deliverables are intended for the Customer’s own internal use only and not for any use by third parties nor for use in any legal proceedings, and Exponential-e disclaims any liability that may arise out of any third party’s review and/or use of such Deliverables.

3.5. TERM AND TERMINATION

3.5.1 To the extent that the Contract only involves the provision of the Pen Testing Service, it shall automatically expire, without further notice, upon completion of the Service.

3.5.2 Clause 3.2 (Additional Exponential-e Obligations), Clause 3.4 (Intellectual Property) and Clause 3.5 (Term and Termination) shall survive termination and continue in full force and effect.

3.6. COMPLAINTS PROCEDURE

3.6.1 Details of Exponential-e’s complaints process and policy are available at <https://www.exponential-e.com/contact-us>) and upon request from legal@exponential-e.com.

3.7. DATA PROCESSING

3.7.1 Where the provision of the Service will result in Exponential-e Processing Customer Personal Data, Exponential-e will, at the Customer’s request, agree to execute a data processing addendum (where applicable) setting out such details as the subject-matter of the Processing and the nature of the Processing to be undertaken.