BSI: either of BSI Professional Services (UK) Limited or for BSI
Professional Services (Ireland) Limited (as set out in the
Proposal), and BSI Personnel;
BSI Personnel: all officers, employees, agents, consultants and
contractors of BSI engaged in the performance the Services.
Charges: the charges payable by the Customer for the Services
as set out in the Proposal and payable in accordance with clause
7 (Charges and Payment).
Customer: the person or firm who purchases the Services from
BSI.
Customer Data: the data provided by the Customer for the
purpose of facilitating the delivery of the Services.
Customer Materials: all documents, information and materials
in any form, whether owned by the Customer or a third party,
which are provided by the Customer to BSI in connection with the
Services, including the items provided pursuant to clause
5.1.2(a).
Data Protection Legislation: means:
(a) the General Data Protection Regulation
(GDPR), the Data Protection Act 2018, the
Privacy and Electronic Communications (EC
Directive) 9.2 (PR)]TJ
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3.1.3
 any act by the Customer consistent with receipt of
the Services.

 (the Effective
 Date).

3.2

the Customer; or (ii) immediately terminate the
Agreement.
4.15 BSI shall not be liable to the extent:
4.15.1 it has not been made aware of a circumstance
requiring the Additional Services;
4.15.2 a requisite volume of Services was not purchased in
order for BSI to carry out its responsibilities in
accordance with Data Protection Legislation; or
4.15.3 Customer requests a reduction in any element of the
Services and BSI would have been able to deliver the
objective of the Services to a fuller extent had they
not been reduced at Customer's request.
4.16 From the date of BSI’s notification specified in Clause
4.14 until (i) the date the Customer agrees to the
purchase the agreed Additional Services; or (ii) the date
on which BSI terminates the Agreement, BSI shall not
be liable for such responsibilities which required the
purchase of the Additional Services.
Penetration Testing Services
4.17 Penetration Testing Services will be carried out by
appropriately skilled and qualified personnel using
approved methodology. However, BSI does not
guarantee that all conceivable problems will be
discovered in the course of the provision of the
Penetrating Testing Services. While care will be taken
to avoid damage to Customer systems, due to the
invasive nature of penetration testing there remains a
residual risk of damage to the Customer’s systems.
4.18 The Customer:
4.18.1 confirms that it has the legal permission, and/or has
sought any necessary permission required from third-parties, to allow BSI to perform Penetration Testing
Services on the applications, hostnames or any other
in-scope target, and on any assets which may be
directly connected to them (which may be discovered
as a result of an assessment);
4.18.2 shall ensure that the assets being tested and all
relevant test information will be available during the
agreed project period and shall indicate to BSI any
production/live assets that are not authorised for
potential changes to data in the relevant database(s)
4.18.3 shall ensure that prior to commencement of the
Penetration Testing Services a full, back up of data is
carried out and verified;
4.18.4 agrees that BSI may carry out the scanning element
of the Penetration Testing Services at any time of
day and shall arrange the Penetration Testing
Services for a time that will have least impact on the
business (e.g. out of normal business hours or
weekends);
4.18.5 consents to the targeting and exploitation of
vulnerabilities identified during the engagement or
will clearly indicate to BSI which targets it does not
wish exploitation to be carried out on;
4.18.6 acknowledges (i) that BSI uses the same attack
payloads (e.g. attack strings and brute-n-0.6nhit6 09 2 s6 0 s(J

receipt or
 use of the Services and/or
 the
Deliverables; and

8.5.3
 shall not be in breach of the warranty at
clause
 8.5.1,
and the Customer shall have no clai104 0 Tdvewmao.5269 0 Td
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1 1.1.4

is independently deve loped by the other party, whic h independent devel opment c an be shown by written evidence

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1 1 .2

Subj

ect to clause 11.3 , eac h party

shall hold the other's

confidential informa tion i n c onfide nce and not make th e other's confidential information available to any third
party, or use the other 's confid ential inf ormation

for
any purpose other than the im plementatio n of th is Agreement

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11 .3

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19.2 BSI may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of
its rights or obligations under this Agreement.
20. NO PARTNERSHIP OR AGENCY
Nothing in this Agreement is intended to or shall
operate to create a partnership between the parties, or
authorise either party to act as agent for the other, and
neither party shall have the authority to act in the name
or on behalf of or otherwise to bind the other in any
way (including, but not limited to, the making of any
representation or warranty, the assumption of any
obligation or liability and the exercise of any right or
power).
21. THIRD PARTY RIGHTS
These Agreement does not confer any rights on any
person or party (other than the parties to this
Agreement and, where applicable, their successors and
permitted assigns) pursuant to the Contracts (Rights of
Third Parties) Act 1999.
22. NOTICES
22.1 Any notice required to be given under this Agreement rrrris
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