



## Global Remote IT Security Testing

PanSec™ Daily allows organisations to independently and automatically check for security risks on their IT infrastructure.

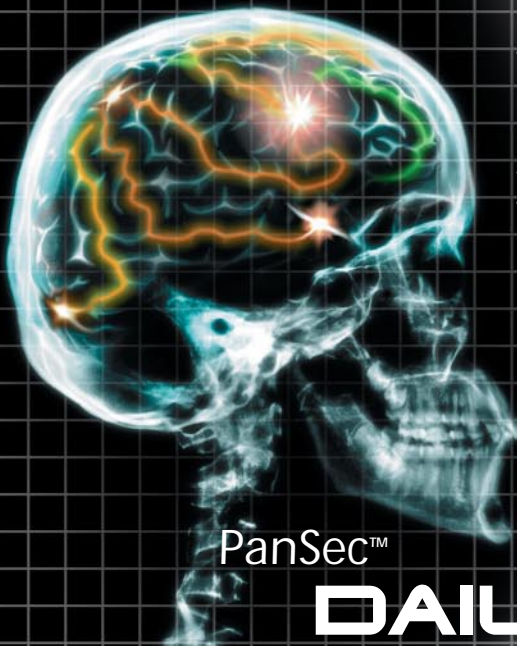
Organisations need the reassurance of regular testing of their network vulnerabilities and exposures. Proprietary information left open to the world for too long may well result in the loss of revenue, customer confidence and damage to the organisations reputation and brand.

Rapidly changing environments need continual visibility of any risks. Testing weekly or monthly is not enough. 90% of all security risks are due to human error. The PanSec™ Daily daily test highlights those errors.

**The Daily Service** package delivers a daily network scan for visible IP addresses, as well as Thorough node tests for the specific addresses. Intensive node tests substitute the Thorough tests once every week

**Set and forget** scheduling ensures that all tests are automatically run without customers having to request or specify when they happen. Tests are randomised each day to avoid predictability and ensure testing during both busy and quiet times, just as a hacker would.

**Baselining** allows the organisation to choose the acceptable level of risk against an agreed security policy as an integral part of ISO17799.



PanSec™  
**DAILY**

A daily automated assessment of your business security

**Powerful change analysis** gives notification of any change to this set security profile. Any new vulnerabilities, service changes or newly opened ports will be highlighted. A single summarised notification email will allow you to monitor your entire network in just a few minutes. 90 days report availability and 6 years Data Archival, are all part of the package, together with Office Hours support and Cessation Control. Black Out Control is also available, allowing you to control the scheduling of testing during periods of hardware downtime.

**Easy to interpret results** form the extended range of the PanSec™ reports, including Engineers, Managers and Exception Test reports, as well as Summary and Consolidated reports, make visible the status of your network perimeter security, and thus provide confidence that security systems are operational and performing as planned.

**Internet Test Delivery**

Network Test:	One network (visibility) test per day for 52 consecutive weeks	Delivery:	Web Portal
Reporting:	Network Test Report + Consolidated Report	Blackouts:	Restricted to 4 hours in total, but with an option to sub divide into a maximum of 2 time intervals over a 24 hour period
Node Tests:	1 Thorough test per day for 52 consecutive weeks, with the exception of once every week when the scheduled Thorough test will be replaced by an Intensive Node test.	Support:	Office support + Cessation control at all times
Reporting:	Engineer's Test Report, Managers Test Report, Exception Test Report + Summary + Consolidated	Data Archival:	Yes (6 years)
Change Analysis:	Baseline / Previous Test / None	Service Period:	12 month subscription
		On Demand Tests:	While no Ad-Hoc network tests are included as standard in this package, batches of Ad-Hoc network tests are available.

**Terms & Conditions**

**1. PANSEC OBLIGATIONS**

PanSec shall:  
 a) Use reasonable endeavours to run the tests forming part of the Services ("Tests") as specified above on the agreed date and to make Reports available to the Client on the Web Portal the day after each Test has been completed.  
 b) Prior to commencing testing, work with the Client to identify any element that may impact the accuracy of the Test results ("Technical Qualification Service") and (if appropriate) agree the steps to increase the accuracy of the Test results and the Client shall not hold PanSec liable for any errors or omissions in the Services arising out of such steps not being implemented.  
 c) Validate the ownership of the Clients IP addresses against recognised worldwide address ownership databases and any IP addresses not verified as owned by the Client by such validation will be notified to the Client for confirmation that the IP addresses may be tested.

**2. CLIENT OBLIGATIONS**

The Client shall:  
 a) work with PanSec to address (and procure that any End User shall address) any Intrusion Detection Devices, limitations of bandwidth or hardware or other elements that may limit the accuracy of test results.  
 b) obtain and continue to maintain all licences, consents and approvals necessary (including, in particular, any End User consents) to enable PanSec to provide the Service (specified overleaf)  
 c) identify any IP address to receive the Services that is hosted or managed by a third party, and the Client warrants that it has secured the written consent of such third party for PanSec to perform the Services and acknowledges that the Client shall be solely responsible to such third party with respect to any claims or damages alleged by such third party related to or arising out of the performance of the Service.

**3. DISCLAIMER OF WARRANTY**

a) PanSec warrants that, provided that the Client (and if appropriate, the End User) acts upon the recommendations made by PanSec pursuant to Clause 2 (a), it shall perform the Tests from time to time during the term of this Agreement substantially in accordance with the specification set out overleaf.  
 b) Subject to Clause 3(a) the Client agrees that PanSec excludes all warranties or conditions, express, implied or statutory (including but not limited to fitness for a particular purpose, satisfactory quality, quiet enjoyment or that the Services will be performed free of interruption or damage to the computer system of the Client, any End User or the hosting provider of either of the Client or the End User) to the fullest extent permitted by law.

**4. LIMITATION OF LIABILITY**

a) In no event will PanSec be liable for any direct loss, cost, expense or damages suffered or incurred by the Client, End User or hosting provider.  
 b) In no event will PanSec be liable for any indirect incidental, special, consequential or exemplary damages, or loss arising out of any breach of this agreement and for the purposes of this agreement, indirect, incidental, special, consequential or exemplary damage or loss shall include but not be limited to loss of profits, loss of savings, loss of business opportunities, loss of data or other equipment, economic loss or damage, interest, business, sales turnover, revenue, anticipated savings and goodwill suffered by the Client or any third party (including an End User) arising out of the operation, furnishing, performance, or use of the Subscription Service, even if PanSec has been advised of the possibility of such damages.  
 c) Nothing in this clause shall limit or exclude PanSec's liability for death or personal injury caused by its negligence.  
 d) If, for any reason, clause 4a and/or b is/are held unenforceable by a court of competent jurisdiction then PanSec's aggregate liability under this Agreement in respect of any act or omission for any claim whatsoever, however arising and irrespective of the number of claims, shall be limited and in no event shall exceed £50,000 (fifty thousand pounds).

**5. INDEMNIFICATION**

PanSec shall up to an aggregate amount of £1,000,000 defend, indemnify and hold the Client harmless against any claims, losses or damages, including court costs and reasonable professional fees,

arising out of or in connection with any third party claim that the Services infringe any United Kingdom patent or copyright or misappropriate a trade secret of a third party, provided that the Client mitigates such loss and PanSec is given prompt notice of such claim, all relevant information in relation to it, reasonable assistance to defend such claim and sole authority to defend and settle the claim. In defence or settlement, PanSec may obtain for the Client the right to continue using the relevant Service, replace or modify that Service so that it becomes non-infringing or, if such remedies are not available, remove infringing parts of the Service. The foregoing state the Client's sole remedy and PanSec's entire liability for such infringement.

**6. TERM**

The Client agrees that  
 a) each annual subscription contracted by the Client shall automatically renew for consecutive 12 month terms unless either party gives to the other a minimum of 30 days' written notice not to renew.  
 b) Either party may agree to terminate an Annual subscription at any time provided that PanSec's fees due or which would have fallen due in respect of the Annual subscription had it not been terminated early shall immediately fall due and payable; and  
 c) this agreement shall not expire until all Annual Subscriptions have been terminated in accordance with this agreement

**7. TERMINATION**

Either party may terminate this agreement by written notice if the other party:  
 a) files a voluntary petition for bankruptcy or is declared bankrupt, makes a general assignment for the benefit of creditors or has a receiver appointed on account of its insolvency; or  
 b) materially breaches this agreement and fails to remedy the breach within 45 days following written notice of the breach.

**8. ASSIGNMENT**

Neither party may assign its rights under this agreement without the written consent of the other party (such consent not to be unreasonably withheld). This agreement will bind the successors and assigns of the parties.

**9. CONFIDENTIAL INFORMATION**

The parties acknowledge that each party ("Receiving Party") will acquire from the other party ("Disclosing Party") information, materials and knowledge about the business, products, programming techniques, experimental work, customers, suppliers, personnel, research, development or know-how of the Disclosing Party and that all such knowledge, information and materials acquired are and will be the confidential and proprietary information of the Disclosing Party (collectively "Confidential Information").

**10. SURVIVAL**

The rights and obligations of the parties contained in clauses 3, 4, and 5 will survive the termination or expiration of this Agreement.

**11. THIRD PARTY RIGHTS**

A person who is not a party to this agreement (including any End User) shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**12. ENTIRE AGREEMENT CLAUSE**

This agreement constitutes the entire agreement between the parties in connection with its subject matter. No party has relied on any representation or promise except as expressly set out in this agreement.

**13. LAW AND JURISDICTION**

This Agreement shall be construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.  
 Pan Security International Limited (Registered Number) whose Registered Office is at Vienna House, International Square, Starley Way, Solihull B37 7GN, United Kingdom.  
 Telephone +44 121 780 0600 Fax: +44 121 780 0610  
 Web Site: [www.pansec.com](http://www.pansec.com) Email: [info@pansec.com](mailto:info@pansec.com)

Contracted Services. Customer hereby contracts with PanSec to purchase the following:

Product	IP Address (es) / Test Domain	Volume	Unit Price	Annual Subscription	Start date
Network Test					

**Authorities.** Until otherwise advised in writing to PanSec, the following Customer staff shall be authorised to receive passwords from PanSec and to perform the operational tasks necessary to use the service including but not limited to accessing reports, setting service parameters and receiving alert notices:

Name & Address			
Email		Phone	
For and on behalf of the Customer:		Signature	Date
		Print name	Title

Ho: 0171 780 0600  
 Fax: 0171 780 0610  
 Email: info@pansec.com  
 www.pansec.com  
 Ro: 270  
 MF: 2.0