**­­Pentesting Contract**

Prepared for: The AnonCare Team

Prepared by: The E-store Team

This agreement is made as of ­\_\_/\_\_/\_\_\_\_, between the AnonCare team and the E-store team.

The E-store team, the team behind the web application E-store, an e-commerce website, will be the team to do the pentesting on the AnonCare team’s AnonCare, a communication system between the doctor and nurse. Fortunately, the AnonCare team agreed to the E-store team to do the pentesting on their web application.

The E-store team and the AnonCare team have agreed to the following terms and conditions regarding the security tests to be performed by the E-store team:

1. The E-store team will perform the penetration test – a test that will attempt to identify the security vulnerabilities and/or software configuration errors on one/more computer systems owned and/or operated by the AnonCare team (the “tests”).
2. The details of AnonCare’s host IP addresses, ranges, URL or any other resource (referred as the “pentest scope”) are given in Annex 1 of this document.
3. The E-store team is authorized by the AnonCare team to perform the tests on the following dates only, as given in Annex 2 of this agreement (the “dates”).
4. The E-store team and the AnonCare team will communicate to each other on mobile phone numbers and email addresses on which they can reach each other during the tests. Both parties guarantee that these numbers will, during the tests, only be used for communication to the other party.
5. At any time during the tests, the AnonCare team can request the E-store team to promptly stop the tests.
6. E-store guarantees that it will perform the tests in a responsible and professional manner in accordance with the sector’s best practices and that it will use its best endeavor not to change or amend any applications, data, programs or components of the Anoncare’s network or computer system (including hardware and software).
7. The E-store team does not offer any implied or express guarantees that the results of the tests will mean that the AnonCare’s network is secure from every form of attack, as Internet Security is continually growing and changing matter.
8. The AnonCare team hereby guarantees that it has the legal right to subject the designated computer system to the aforementioned penetration test and that if it is not the owner of the computer system it has obtained such right from the legal owner of the system.
9. The AnonCare team will not hold the E-store team liable for any indirect, punitive, special, incidental, or consequential damage (including but not limited to loss of business, revenue, profits, use, data or other economic advantage) however it arises, whether for breach or in tort, even if the E-store team has been previously advised of the possibility of such damage.
10. The AnonCare team has the sole responsibility for adequate protection and backup of data and/or equipment used in connection with the tests and will not make a claim against the E-store team for lost data, re-run time, inaccurate output, work delays or lost profits resulting from the tests.
11. The E-store team will not divulge any information that has been disclosed between parties in relation to the tests. All results are confidential and will be treated as such.
12. Confidential information can only be used for the purpose of the tests. Where disclosure to a third party is essential, the party wishing to disclose the information shall obtain prior written authorization to do so from the other party.
13. All confidential material will be destroyed immediately after the tests, insofar as the information is not necessary for drafting the tests reports. The remaining information will be destroyed once the tests report submitted to the AnonCare team.
14. The AnonCare team will respond in a normal fashion when it detects the tests in its firewall logs, alert systems, etc. as it would do in case of a real security penetration; in order not to distort the results of the test. However, the AnonCare team agrees not to notify legal or public authorities of this penetration.
15. This agreement and annexes constitute the entire agreement between parties related to the tests. No change, alterations or modifications shall be valid unless in writing, dated and signed by both parties.

Done in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in two signed originals, each party receiving one original.

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The E-store Team The AnonCare Team

**Annex 1**

The AnonCare team authorizes the E-store team to perform the agreed ethical hacking and penetration tests necessary to evaluate the security of the following Customer’s computer network resources:

(IP addresses, ranges, URLs or any other valuable resource)

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**Annex 2**

The E-store team is authorized by the AnonCare team to perform the tests on the following dates and time windows only, as following:

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