

Sure, here is a sample software services contract for a penetration test:

****Software Services Agreement****

****This Software Services Agreement**** ("Agreement") is entered into as of [Date], by and between:

****Client:****

Mike

[Client's Company Name]

[Client's Address]

[City, State ZIP Code]

[Email Address]

[Phone Number]

****Service Provider:****

[Service Provider's Name]

[Service Provider's Company Name]

[Service Provider's Address]

[City, State ZIP Code]

[Email Address]

[Phone Number]

****Recitals:****

WHEREAS, Client desires to procure the software services of Service Provider to perform a penetration test on the Client's developing product ("Product"); and

WHEREAS, Service Provider agrees to provide such software services to Client under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

****1. Services****

Service Provider agrees to perform penetration testing services ("Services") on the Product. The Services include but are not limited to:

- Vulnerability assessment
- Exploitation testing
- Reporting and documentation of findings
- Recommendations for security improvements

****2. Term****

This Agreement shall commence on [Start Date] and shall continue in full force and

effect until [End Date], unless terminated earlier in accordance with the terms of this Agreement.

****3. Compensation****

Client agrees to pay Service Provider a fee of [Fee Amount] for the Services. Payment shall be made as follows:

- [Percentage]% upon signing this Agreement
- [Percentage]% upon completion of the Services
- Any additional expenses must be pre-approved by Client in writing and will be reimbursed upon presentation of receipts.

****4. Confidentiality****

4.1 Confidential Information: Both parties acknowledge that during the performance of this Agreement, they may have access to confidential information of the other party. Each party agrees to keep the confidentiality of such information.

4.2 Non-Disclosure: Each party agrees not to disclose any confidential information to third parties without the prior written consent of the disclosing party.

****5. Deliverables****

Service Provider shall deliver a detailed report of all findings, including identified vulnerabilities, exploited vulnerabilities, and recommendations for improvements, within [Number of Days] days from the completion of the penetration test.

****6. Warranties and Liabilities****

6.1 Limited Warranty: Service Provider warrants that the Services will be performed in a professional manner consistent with industry standards.

6.2 Limitation of Liability: In no event shall Service Provider be liable for any indirect, incidental, special, or consequential damages, including loss of profits, arising out of or in connection with this Agreement.

****7. Termination****

Either party may terminate this Agreement with immediate effect if the other party breaches any material term or condition of this Agreement and fails to cure the breach within [Number of Days] days of receiving written notice from the non-breaching party.

****8. Governing Law****

This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflicts of law principles.

****9. Miscellaneous****

9.1 Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, and negotiations.

9.2 Amendments: This Agreement may not be amended or modified except in writing signed by both parties.

9.3 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

****IN WITNESS WHEREOF****, the parties hereto have executed this Agreement as of the date first written above.

****Client:****

Signature: _____

Name: Mike

Title: _____

Date: _____

****Service Provider:****

Signature: _____

Name: _____

Title: _____

Date: _____

Please ensure that the placeholders (e.g., [Date], [Client's Company Name], [Percentage] etc.) are filled with the appropriate information before finalizing the contract. It's always recommended to consult with a legal professional to ensure that the contract meets all legal requirements.