

**\*\*Software Service Contract for Penetration Testing\*\***

**\*\*This Software Service Contract (the "Contract") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between:\*\***

**\*\*Client:\*\***

Mike

[Company Name]

[Address]

[City, State, Zip Code]

**\*\*Service Provider:\*\***

[Service Provider Name]

[Service Provider Company]

[Address]

[City, State, Zip Code]

**\*\*Whereas:\*\***

A. The Client is in the process of developing a software product (the "Product").

B. The Client needs professional penetration testing services to identify and rectify potential security vulnerabilities in the Product.

C. The Service Provider possesses the necessary expertise and agrees to provide the requested services according to the terms and conditions set forth herein.

**\*\*Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:\*\***

**### 1. \*\*Scope of Services\*\***

The Service Provider agrees to perform penetration testing services on the Product.

The services shall include, but are not limited to:

a. **\*\*Identifying Security Vulnerabilities:\*\*** Conducting a thorough manual and automated examination of the Product to detect security weaknesses.

b. **\*\*Exploitation:\*\*** Attempting to exploit identified vulnerabilities to validate their existence and impact.

c. **\*\*Reporting:\*\*** Providing a comprehensive report detailing all identified vulnerabilities, the potential impact, and recommended remediation steps.

d. **\*\*Retesting:\*\*** Performing follow-up testing after remediation to ensure vulnerabilities have been effectively addressed.

**### 2. \*\*Term\*\***

The term of this Contract shall commence on [Start Date] and shall continue until [End Date], unless terminated earlier in accordance with the provisions of this Contract.

**### 3. \*\*Compensation\*\***

The Client agrees to pay the Service Provider a total fee of [\$ Amount] for the services rendered under this Contract. Payment terms are as follows:

- a. [Payment Schedule (e.g., 50% upfront, 50% upon completion)]
- b. All payments shall be made via [Payment Method] to [Service Provider Payment Details].

### 4. **\*\*Confidentiality\*\***

Both parties agree to maintain the confidentiality of all confidential and proprietary information disclosed during the performance of this Contract. The Service Provider will take reasonable measures to protect the confidentiality of the Product and any related data.

### 5. **\*\*Intellectual Property\*\***

All findings, reports, and documentation produced as a result of the services performed under this Contract shall be the exclusive property of the Client. The Service Provider agrees to assign all rights, title, and interest in such deliverables to the Client.

### 6. **\*\*Liability\*\***

The Service Provider shall not be liable for any indirect, incidental, or consequential damages arising out of or related to the services performed under this Contract. The total liability of the Service Provider for any claim arising under this Contract shall be limited to the total fees paid by the Client to the Service Provider.

### 7. **\*\*Termination\*\***

Either party may terminate this Contract by providing thirty (30) days written notice to the other party. Upon termination, the Client agrees to pay the Service Provider for all services rendered up to the effective date of termination.

### 8. **\*\*Governing Law\*\***

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

### 9. **\*\*Entire Agreement\*\***

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or verbal.

**\*\*In witness whereof, the parties hereto have executed this Contract as of the day and year first above written.\*\***

**\*\*Client:\*\***

---

Mike  
[Company Name]

**\*\*Service Provider:\*\***

---

[Service Provider Name]

[Service Provider Company]

---

**\*\*Note:\*\*** This template is for informational purposes only and does not constitute legal advice. It is recommended that both parties consult with legal counsel to ensure the agreement is tailored to their specific needs and circumstances.