

## MU\_010en\_sepcial terms and conditions for penetration tests

---

### Special Terms and Conditions for Penetration Testing (STC) of Berlin Cert GmbH

These STC apply in addition to the General Terms and Conditions of Berlin Cert GmbH, if and as far as Berlin Cert GmbH performs penetration tests for a customer.

#### § 1 Service Description / Scope of Services

1. Berlin Cert GmbH provides services in the form of penetration tests for the customer on his behalf. A penetration test represents a controlled attempt to penetrate a computer or network system or a process of data processing from the outside in order to detect vulnerabilities of the systems (security check). This is done using similar or the same techniques that would be used in a real attack on the system. The identification of vulnerabilities allows for their correction before they are exploited by a real attack and third parties can gain unauthorized access to the system and sensitive data.
2. The type and scope of the means and techniques to be used will be specified separately in a contract between Berlin Cert GmbH and the customer before the start of the Berlin Cert penetration test to exclude misunderstandings and risks in advance and to allow an individual adaptation of the penetration test to the customer's needs. By commissioning the services, the customer consents to the relevant activities and the associated attacks on its systems by Berlin Cert GmbH.
3. Berlin Cert GmbH is entitled to use subcontractors within the scope of the penetration tests. If Berlin Cert GmbH does so, Berlin Cert GmbH shall name these subcontractors to the customer before the start of the penetration test.
4. A fixed period of time with at least a start date is agreed between Berlin Cert GmbH and the customer, during which the penetration test is to be performed. During this period Berlin Cert GmbH is authorized to perform the Berlin Cert Penetration Test.
5. After completion of the penetration test, the customer receives from Berlin Cert GmbH, depending on the commissioned scope, a detailed documentation considering the commissioned penetration test. This documentation is intended exclusively for internal use by the customer and not for passing on to third parties to make statements to these third parties about the security of the customer's systems.
6. Berlin Cert GmbH shall perform the agreed penetration tests with due diligence. Beyond the execution of the penetration tests, the identification or detection of specific security vulnerabilities in the customer's system is not owed.
7. Berlin Cert GmbH commits itself to treat all information obtained from the customer discreetly and confidentially.

## § 2 Obligations of the customer

1. By placing an order, the customer confirms that the penetration test will be performed or is to be performed on the customer's own system. If the test is not performed on the customer's own system, the customer confirms with the order that he has the full and unrestricted right to perform the test on the specified system and the upstream infrastructure and is authorized to commission Berlin Cert GmbH with this. The customer indemnifies Berlin Cert GmbH from all claims of third parties that occur because the customer does not have the rights described above.
2. Upon request of Berlin Cert GmbH the customer has to prove that he has the unrestricted right to commission Berlin Cert GmbH with the penetration tests and the rights to access the system. However, Berlin Cert GmbH is not obliged to perform a corresponding verification.
3. Prior to the use of the services of Berlin Cert GmbH by the customer, the customer undertakes to fully secure all systems to be tested by Berlin Cert GmbH and the related data by means of a backup. Furthermore, the customer must take all necessary security measures, including those that go beyond a backup, before using the service, in order to be able to restore the systems and data to their original state after the penetration test, if necessary.
4. The customer provides Berlin Cert GmbH with the necessary information depending on the type of penetration test. Before performing the penetration test, Berlin Cert GmbH will inform the customer which information is required. The customer will thereupon provide Berlin Cert GmbH with the required information in a timely, complete, and accurate manner.
5. Before using the services of Berlin Cert GmbH, the customer shall inform third parties possibly affected by the penetration test about the test to be performed.

## § 3 Liability for loss of data

1. In deviation from the liability regulations in the General Terms and Conditions, the following applies to damages due to the loss of data:
  - Liability for loss of data is limited to the typical recovery effort that would have occurred if backup copies had been made regularly and in accordance with the risk. Berlin Cert GmbH is not liable for such damages which occur because the customer interrupts the penetration test during its execution.
  - The above provisions also apply in favor of the employees of Berlin Cert GmbH.

Status: see revision number

*This translation is for information purposes only and not legally binding. You can find the German version on our homepage.*