

System Security Scan



IT system downtimes can jeopardise customer satisfaction within minutes, harm a company's reputation within hours and threaten a company's existence within just a few days. Internet-accessible systems are particularly vulnerable to attacks.

What Distinguishes Our Scan?

Our System Security Scans check your internal and external IT systems (such as web servers, mail servers, file servers) for several thousands of vulnerabilities, always in line with the latest research. We use standardised, internationally recognised scanning procedures and base our review of your scan results

on renowned security standards. Scans can be performed externally over the internet (External System Security Scans) or as optional internal scans via a VPN tunnel (Internal System Security Scans).

Prices

External System Security Scan

One-time scan
1 scan for up to 5 IP addresses EUR 120.00*
Annual package (4 scans)
4 scans for up to 5 IP addresses EUR 360.00*
Annual package (12 scans)
12 scans for up to 5 IP addresses EUR 880.00*

Internal System Security Scan

One-time scan
1 scan for up to 5 IP addresses EUR 420.00*
Annual package (4 scans)
4 scans for up to 5 IP addresses EUR 660.00*
Annual package (12 scans)
12 scans for up to 5 IP addresses EUR 1180.00*

Each additional IP address

One-time scan
Each additional IP address EUR 10.00*
Annual package (4 scans)
Each additional IP address EUR 30.00*
Annual package (12 scans)
12 scans for up to 5 IP addresses EUR 50.00*

*The German statutory value-added tax must be added to all prices. The prices for additional IP addresses apply to External as well as Internal System Security Scans.

Your Scanning Procedure



Planning

During the planning phase, we determine the IP addresses of the IT systems you wish to scan and schedule a time window for the scan. On request, we also assist you in setting up a VPN tunnel (for internal scans).



Scan

We check your IT systems for relevant security vulnerabilities and irregularities using a standardised, internationally recognised procedure. We do not exploit vulnerabilities we identify. The risk of disrupting normal operations of your IT systems is therefore reduced to almost zero.



Review

One of our IT security specialists reviews your scan results. We base our evaluations of vulnerabilities on international, renowned security standards.



Report

You will receive an English-language Technical Report from us. This report evaluates the criticality level and risk of occurrence of each vulnerability and gives recommendations on corrective measures. If required, we are happy to create an Executive Summary for you.

Tips for scanning intervals

We recommend that you perform the System Security Scan in regular intervals. We therefore offer one-time scans as well as annual packages with four scans each for scanning in quarterly intervals or with 12 scans for monthly intervals. You are free to choose the scanning interval when placing your order.

System Security Scan

Order per fax to +49 6102 8631-99 or per e-mail to sales@usd.de

I hereby order the following scanning package:

- External System Security Scan Internal System Security Scan
 One-Time Scan Annual package with 4 scans Annual package with 12 Scans

for a number of _____ IP addresses.

Salutation _____

First name / Last name _____

E-mail address _____

Telephone no. _____

Company _____

Street _____

Post code / State / Province _____

Country _____

Place, Date _____

Signature _____

Company stamp

The service will be invoiced upon placement of the order. The term of payment is 14 days from the date of invoice. Send us the order form and we will contact you to coordinate the scan with you. This product sheet will be valid until a new version is released.

Product sheet creation date: 30/08/2019

Duties, Liabilities, General Provisions

The provisions outlined below shall apply for the security analysis agreed by this contract.

Cancellation, Cancellation Fee

If the Client cancels a service within a shorter period than 5 working days preceding the execution date and the Supplier is not able to utilise the time slot freed up due to the cancellation economically, a cancellation fee of 100% of the agreed fee is due. The same applies if the Client postpones the service execution on short notice. Services can only be cancelled or postponed in writing by email, fax or letter.

Client Duties of Cooperation

By signing this offer, the Client asserts that the technical security analysis is or will be conducted on IT systems and/or applications submitted by the Client for service execution. If the test is not to be conducted on an IT system and/or application belonging to the Client, by signing this offer, the Client asserts that the Client possesses full and unlimited rights to conduct the technical security analysis on the IT system and/or application submitted in writing.

Upon request by usd AG, the Client is required to prove that the Client possesses the unlimited rights to commission usd AG to conduct the technical security analysis and is authorised to access the submitted IT systems and/or applications.

Prior to the Supplier conducting the technical security analysis, the Client undertakes to entirely secure all IT

systems and/or applications to be tested by usd AG and all affected data by creating backup copies. The Client furthermore undertakes to adopt all necessary security measures, including those exceeding backup copies, prior to performance of the service in order to be able to restore the IT systems and/or applications and the data to their original state following the technical security analysis in case of an emergency.

Depending on the type of technical security analysis, the Client provides usd AG with all information and all documents necessary for ensuring the most secure and harmless execution possible. Prior to conducting the technical security analysis, usd AG will advise the Client of which information is required. The Client will subsequently provide usd AG with the entire and correct information required in a timely manner.

The Client specifies a designated contact person who is able to answer all and any relevant questions and is entitled to make all related decisions.

The Client informs third parties potentially affected by the scheduled technical security analysis of the technical security analysis within an appropriate time period prior to its execution, since a technical security analysis involves using IT systems and/or applications belonging to third parties, such as a provider's router or a hosting service's web server, and impairment of proper operation of these IT systems and/or applications cannot be ruled out with sufficient certainty.

The Client is hereby explicitly advised that the technical security analysis may cause impairments of the existing IT system and/or application. The technical security analysis may particularly cause impairments and changes to the web site, such as layout changes or impairments of the Client's server. In most cases, this damage may only be repaired through recovery backups or through – partly extensive – rework carried out by the Client. The Client is also advised that the IT system and/or the application belonging to the Client may not be accessible during the technical security analysis.

Liability, Limitation of Liability, Exclusion of Liability

usd AG is under no obligation to verify whether the Client possesses full and unlimited rights to the IT system and/or the application subject to the analysis.

usd AG is liable for damages suffered by the Client only to the extent that they were caused by malicious or grossly negligent conduct or the breach of essential contractual obligations. In case of ordinary negligent breach of essential contractual obligations, usd AG is liable only for the foreseeable, direct, average damages typical to the contract in consideration. Essential contractual obligations are those whose fulfilment is necessary for the orderly performance of the contract.

Liability for loss of data is limited to the typical expenditures required for restoration that would have been incurred with regular and risk-appropriate creation of backup copies.

usd AG is not liable for damages caused by interruptions of the running technical security analysis caused by the Client.

The above regulations also apply in favour of employees and other vicarious agents of usd AG.

The above limitations and exclusions of liability do not apply to claims on the part of the Client due to injury of the life, the body, the health and claims due to negligent breach of essential contractual obligations. Essential contractual obligations are those whose fulfilment is necessary for the orderly performance of the contract. Also excepted from exclusion of liability are liabilities arising from product liability and damages based on malicious or grossly negligent breach of contractual obligations on the part of the Supplier, its legal representatives or its vicarious agents.

usd AG reserves the right to raise the objection of contributory negligence.

usd AG is not liable for lack of economic success of the Client.

In case of force majeure (natural disasters, war, civil war, terrorist attack) rendering performance of the service permanently impossible, usd AG is under no obligation to perform. In such a case, any fees already paid to usd AG for services that have not been delivered will be refunded.

Client Obligation to Indemnify

In case of claims being made against the Supplier by a third party (such as a customer of the Client) due to potential impacts of the technical security analysis on the IT system and/or the application, the Client undertakes to indemnify the Supplier against all and any claims, if

(a) the technical security analysis conducted met a recognised and appropriate standard (otherwise „Liability, Limitation of Liability, Exclusion of Liability” applies accordingly) or

(b) the damage was caused or contributed to by a breach of contractual obligations on the part of the Client, such as

- the Client having had an external IT system/ application tested without possessing the proper authorisation,
- the Client having failed to inform affected third parties of the scheduled technical security analysis entirely or not within an appropriate time period or
- the Client not having had permission with regard to privacy law to transmit personal data.

The obligation to indemnify applies to all expenditures necessarily incurred by the Supplier or its deployed employees or other vicarious agents due to extrajudicial, administrative and/or judicial claims made by a third party. The Client must bear the costs and fees incurred by necessary legal procedures and compensate the Supplier for any damages, losses and expenditures accrued.

Confidentiality

usd generally treats all submitted information confidentially.

Data Protection

If the technical security analysis reveals a vulnerability and/or a security gap in the IT system and/or the

application, consultants of usd AG may view personal data potentially stored by the Client. In terms of privacy law, this viewing of data qualifies as a transmission process.

By signing this offer and submitting a separate declaration of consent incorporated into the intended contract, the Client asserts that the Client is authorised to transmit personal data. Otherwise the Client rules out the possibility of personal data being accessed by taking appropriate measures (such as pseudonymisation, anonymisation).

usd requires all employees entrusted with performance of the contract to strictly adhere to applicable data protection regulations. usd will not store, or only store, use or process personal data potentially accessed during the technical security analysis to the extent and for the duration necessarily required to perform this contract.

usd otherwise processes personal data exclusively on instruction of the Client. The Supplier may process or use this data belonging to the Client only in accordance with these instructions. Upon request of the Client, or in cases of doubt, the parties will conclude a separate data processing contract.

Objection to General Terms and Conditions/Purchasing Conditions

We hereby object to any counter confirmations made by the Client referring to its own business and/or purchasing conditions. Individual agreements remain unaffected.

Final Provisions

All annexes to this offer are part of the intended contract. Upon signature, this offer and the included annexes represent the entire and complete agreement on the contractual object (technical security analysis) between the parties. Subsequent individual agreements remain unaffected.

Business relations between the parties are governed exclusively by the law of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

If the Client is a commercial agent, the exclusive place of jurisdiction is Frankfurt am Main in the Federal Republic of Germany. The Supplier is also entitled to bring legal action at the place of general jurisdiction of the Client.

If one or several provisions of this contract become invalid, the remaining provisions of this contract remain unaffected.

In case of doubt, the original German version of this document takes prevalence over any translated versions