

Specific Service Terms – NextGen Firewall Advanced  
Management and Reporting Service

**Calibre One Pty Ltd ABN 87 160 457 090**

**(Calibre One)**

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# Specific Service Terms - NextGen Firewall Advanced Management and Reporting Service

## 1. ABOUT THESE SPECIFIC SERVICE TERMS

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- 1.1 These are the Specific Service Terms – NextGen Firewall Advanced Management and Reporting Service part of the Agreement between Calibre One and the Customer.
- 1.2 This Agreement is comprised of our General Service Terms (including the Schedules to the General Service Terms), these Specific Service Terms – NextGen Firewall Advanced Management and Reporting Service, and any other Specific Service Terms applying to the Customer for the Services selected in the Scope of Works.
- 1.3 Calibre One has presented and the Customer has accepted a Scope of Works which includes the provision of NextGen Firewall Advanced Management and Reporting Service (**NGFW Service**) to the Customer's Business for its NGFW Technology requirements. The Scope of Works is for the provision of the NGFW Service (and any other services or things as set out in the Scope of Works) and has been prepared based upon any inspection by Calibre One of the Information Technology used by the Customer in the ordinary course of the Customer's Business conducted at the Customer's Premises.
- 1.4 The Customer warrants that before this Agreement is entered into it has given full and complete disclosure to Calibre One of all its needs and requirements in respect of Information Technology for its Business and Calibre One entered into this Agreement in reliance on that disclosure.
- 1.5 Calibre One and the Customer have entered into this Agreement to set out the terms on which Calibre One will provide the NGFW Service for the purpose of managing connectivity and protecting the Customer's Information Technology systems and assets.

## 2. NEXTGEN FIREWALL ADVANCED MANAGEMENT AND REPORTING

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- 2.1 The NGFW Service is a monthly subscription program with initial setup Fees and occasional ad-hoc Fees consisting of the following key elements:
  - (a) Onboarding and Deployment
    - (i) This element comprises of any initial site assessment work, design and scoping and then deployment of Products. The deliverables for this work are as outlined in the Scope of Works.
  - (b) Advanced Management and Reporting
    - (i) This element comprises a suite of essential monitoring actions by Calibre One that will alert us to suspicious or malicious activities within your NGFW Technology and some of the Customer's Information Technology systems and assets. Some are designed to detect ongoing and persistent external threats while others are designed to mitigate and advise in the event your NGFW Technology device is compromised. This provides essential coverage and then a speedy initial response to cyber security problems which are detected.
    - (ii) All actions required to triage and classify any suspicious or malicious activity detected by our monitoring actions are included in this element and covered by the monthly subscription Fees for the NGFW Service. Subsequent investigation and remediation work arising from suspicious or malicious activity are not included in this element and they are not part of the standard NGFW Service. They will be subject to Fees as agreed between Calibre One and the Customer additional to the monthly subscription Fees for the NGFW Service.
  - (c) Ongoing Reviews, Audits and Risk Assessments
    - (i) The integrity of any cyber security program requires ongoing monitoring and assessment of the program itself. Cyber security risks are constantly changing

so the Customer needs to regularly review their NGFW Technology policies, practices and procedures against the evolving risks. Our NGFW Service can provide a quarterly, bi-annual, or annual scheduled risk assessment review, and audits to ensure you remain compliant. This element is not part of the standard NGFW Service. It will be subject to Fees as agreed between Calibre One and the Customer additional to the monthly subscription Fees for the NGFW Service.

### Eligibility

- 2.2 The NGFW Service is available only to Calibre One business and government Customers with an active billing Calibre One or Telstra account number, and the Customer agrees it will maintain an active billing Calibre One or Telstra account number at all times throughout the Term.
- 2.3 The Customer must be using Fortinet FortiGate NGFW devices as their NGFW Technology and the Customer agrees it will maintain active Fortinet Subscription and Care Licenses for all of its NGFW Technology at all times throughout the Term.
- 2.4 Each subscription to the NGFW Service can only be used by the nominated Business and the monthly subscription Fee for the Advanced Management and Reporting part of the NGFW Service is charged per device on each NFGW Technology device which as at commencement of this Agreement is the number of devices referred to in the Scope of Works and is subject to change in accordance with this Agreement. The Customer will pay to Calibre One a separate subscription Fee for the NGFW Service for each additional NFGW Technology device.
- 2.5 The Customer agrees not to allow any other person or Business to access or use the NGFW Service other than the Business nominated in the Scope of Works.
- 2.6 Calibre One does not warrant or guarantee that access to Fortinet FortiGate NGFW devices will be continuous or fault-free.

## 3. NGFW SERVICE FEATURES

### NGFW Service

- 3.1 The NGFW Service provides the Customer access to the Calibre One helpdesk for assistance with the elements of the NGFW Service listed in the table in clause 3.2.
- 3.2 The core features of the Advanced Management and Reporting Service part of the NGFW Service as outlined in clause [Error! Reference source not found.](#) are listed in the following table:

Alert/Service Type	Description of Service
<b>Firmware Management</b>	
Apply Firmware Updates	Firmware updated to the latest stable release.
Device Policy Review	Provide updated feature review and Fees for recommendations and implementation.
<b>Service</b>	
Ongoing analysis of critical events	Analysis of logged events for potential malicious activity.
Logs Retention	Event logs retained for reporting and future analysis.
<b>Monthly Automated Reporting</b>	
Security Analysis	Reports on threats or suspicious activities identified during the reporting period.
Bandwidth and Applications Report	Provides summaries of web applications and sites accessed as well as data usage.
Detailed Application Usage and Risk Report	Reports on internet traffic usage, providing breakdowns by top categories, users, and risk.
<b>Event Alerting and Management (Automated Ticket creation for critical events)</b>	
Brute Force Attacks	Detecting attempts to access systems via brute force password guessing.
Botnet Communication Detection	Detecting if known botnets are calling home to Command & Control servers.

IPS - Critical Severity	Detecting intrusions into the network from both known & zero-day methods.
Malicious Destination Detection	Alerting to attempts to reach known malicious internet locations.
Risky Destination Detection by Endpoint	Alerting to attempts to reach suspicious or risky internet destinations.
Overseas Communication to identified risky Countries	Detection of communication to countries known to host high risk security threats.

3.3 Customers have access to 3 plan options under the NGFW Service as nominated in the Scope of Works, and the features of these plan options are outlined in the table below.

Alert/Service Type	Basic	Standard	Premium
Standard Coverage Hours	Mon –Fri 8am – 5pm	Mon -Fri 8am – 5pm	Mon -Fri 8am – 5pm
Event Monitoring	24 hours 7 days a week <b>(24x7)</b>	24x7	24x7
Service Level Agreement	Standard	Premium	Premium
<b>Firmware Management</b>			
Apply Firmware Updates	✓ Annual (Standard Coverage hours)	✓ Bi-Annual (Standard Coverage hours plus after hours)	✓ Quarterly (Standard Coverage Hours plus after hours)
Device Policy Review	✓ Annual	✓ Bi-Annual	✓ Quarterly
<b>Service</b>			
Ongoing analysis of critical events	✓	✓	✓
Retention of logs for the above	1 Month	2 Months	6 Months
<b>Monthly Automated Reporting</b>			
Security Analysis	✓	✓	✓
Bandwidth and Applications	✗	✓	✓
Detailed Application Usage and Risk	✗	✗	✓
<b>Automated ticket creation for critical events</b>			
Botnet Communication Detection	✓	✓	✓
IPS - Critical Severity	✓	✓	✓
Malicious Destination Detection	✓	✓	✓

Risky Destination Detection by Endpoint	✓	✓	✓
Overseas Communication to identified risky Countries	✗	✗	✓

3.4 We may liaise with Third Party support providers and suppliers on your behalf to provide the NGFW Service.

### Limitations

3.5 The NGFW Service is not available for some NGFW Technology devices, software and operating systems, and the Customer is responsible for ensuring that its Information Technology devices, software and operating systems are compliant with all eligibility requirements to receive the NGFW Service as set out in these Specific Service Terms.

3.6 The cost of any software and hardware is not included in the monthly subscription Fees for the NGFW Service. The Customer is responsible for any data and usage charges on its NGFW Technology devices, software and operating systems associated with the NGFW Service.

3.7 The NGFW Service does not include the remediation works required as a result of any malicious activity. We will advise you of any such attack and the remediation works can either be performed by you, a Third Party service provider, or us for a Fee to be agreed and which will be additional to the monthly subscription Fee. Calibre One does not guarantee any resolution or response timeframes for remediation works and we do not guarantee that we will be able to retrieve data on any affected drives (for example we will not be able to retrieve data in the instance of attacks by any encryption based malware).

3.8 The Customer is responsible for the costs and charges of remediation works carried out by any Third Party service provider. The Third Party costs and charges are not included in the monthly subscription Fee for the NGFW Service, and you will be billed separately as per your own arrangement with any Third Party service providers.

3.9 The monthly subscription Fee does not include:

- (a) the replacement or physical repair of hardware;
- (b) the supply of any software; or
- (c) the supply of professional services beyond standard technical support and advice covered by the NGFW Service.

3.10 Calibre One will endeavour to accommodate any reasonable requirements of the Customer in relation to the scope, time and location for provision of the NGFW Service but Fees in addition to the monthly subscription Fees will apply to accommodate specific Customer requests with such additional Fees to be notified and agreed in advance.

3.11 Following any security reviews, audits and risk assessments provided by Calibre One in connection with our NGFW Service, we will provide you with a report and recommendations. We do not guarantee, represent or warrant that any such report is complete or free from errors or that the recommendations contained in it will produce particular results, lead to a particular outcome or protect against all risks and vulnerabilities. The Customer agrees that Calibre One is not liable for any loss or damage suffered by you or any party as a result of the review, audit, assessment, report or recommendations, even if arising from Calibre One's negligence. This includes but is not limited to, loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill. You agree that you are best placed to review any recommendations made by Calibre One in any security review, assessment, or audit, as they will or may impact you, and you must satisfy yourself as to their appropriateness for your needs.

3.12 You must obtain and maintain at all times all necessary authorisations and consents (including from relevant Third Parties) as required for our personnel to perform the NGFW Service, including by obtaining any prior written consent required for our personnel to monitor, scan or access any of your Information Technology (including systems hosted, managed, owned or under the control of a Third Party). In performing our obligations to you, we rely on the timeliness and accuracy of the information and assistance you give us, including by you obtaining all

necessary Third Party consents and authorisations required from any Third Party that supplies you with web hosting, IT support, cloud computing facilities, firewall management, or other services.

- 3.13 You are responsible for backing up the data in your Information Technology system before we provide the NGFW Service to you. You acknowledge and agree to accept the risk that the supply of the NGFW Service may result in or cause interruptions, loss or damage to you and your Information Technology systems data, and that we do not separately back-up any of your data to avoid potential data loss. You agree that to the fullest extent permitted by Law, we have no liability or, if liability cannot be fully excluded the minimum liability permitted by Law, to you or any of your Related Entities as a result of such interruptions, loss or damage to you and your Information Technology systems data.
- 3.14 To the extent that you are giving Calibre One access to Confidential Information of other individuals as part of providing the NGFW Service, you warrant to us that you have obtained all consents, from persons with rights to confidentiality in that information, as required to enable us to perform the NGFW Service without breaching their right to confidentiality.

#### **Fair Use**

- 3.15 You must not use the NGFW Service or let the NGFW Service be used:
- (a) to commit an offence or breach any laws, standards or codes;
  - (b) to infringe the intellectual property rights or other rights of any person;
  - (c) for resale to another person or organisation; or
  - (d) in a manner that is in the opinion of Calibre One excessive or unusual.
- 3.16 If your access to the NGFW Service exceeds three times the average of all users of the NGFW Service in any monthly period that will constitute excessive usage. In that event we may contact you to discuss your usage of the NGFW Service, and if your usage continues, in the opinion of Calibre One to be excessive in the following monthly period, we may warn you that your NGFW Service may be terminated, and if your usage continues, in the opinion of Calibre One to be excessive for a third consecutive monthly period, then we may immediately terminate this Agreement so far as it covers your NGFW Service by giving you written notice.

#### **Adverse Use**

- 3.17 You must not use the NGFW Service in a manner which adversely affects use of the NGFW Service by any other Calibre One's customer. If we have reasonable grounds to believe that this is occurring, we may suspend your NGFW Service without notice until we are satisfied that this is no longer occurring.

#### **Your obligations**

- 3.18 So that Calibre One can provide the NGFW Service to you, you must at your cost and without delay provide us with:
- (a) all complete and accurate information (including technical data, consents and all other information); and
  - (b) cooperation and assistance,
- which we may reasonably request from you from time to time.

## **4. PLANS AND CHARGES**

- 4.1 Ad-hoc Fees and a monthly subscription Fee apply to the NGFW Service as follows:

<b>Key Element</b>	<b>Charge Type</b>	<b>List Price</b>	<b>Minimum Term</b>
Onboarding	Ad-hoc (Upfront)	See Scope of Works	n/a
Advanced Management and Reporting	Monthly subscription fee	See Scope of Works	12 months

Ongoing Reviews, Audits, Risk Assessments, or Mediation Works	Ad-hoc (Ongoing)	See Scope of Works or, alternatively as may be agreed	n/a
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- 4.2 The monthly subscription Fee payable by the Customer for the Advanced Management and Reporting part of the NGFW Service will continue to apply until the end of the period of subscription to your NGFW Service which shall continue throughout the Term unless cancelled or terminated earlier under the terms of this Agreement. The Customer may cancel the NGFW Service at any time by giving 3 months' notice in writing to Calibre One, in which event this Agreement so far as it relates to the NGFW Service will be terminated at the end of that 3 month notice period and the full monthly subscription Fees will apply during that 3 month notice period as well as any other Fees payable in relation to that period.
- 4.3 Calibre One may at its discretion discontinue the NGFW Service or make changes to our Fees at any time. We will give you 30 days' advance written notice of any increase in our Fees, and if the change, other than an adjustment to our fees in accordance with movement in a consumer price index as provided for in the General Service Terms, is unacceptable to the Customer, you can terminate this Agreement, so far as it relates to the NGFW Service, by giving us notice in writing which notice may be given by you at any time during the 30 days' advance written notice of the increase in our Fees given by Calibre One to you (if you do not give notice terminating within that 30 day period you will be deemed to have accepted the change to our Fees at the end of that period).
- 4.4 The monthly subscription Fee for the Advanced Management and Reporting component of the NGFW Service is per NGFW Technology device. The number of devices, subject to the monthly subscription Fee, as at commencement of the Term is as set out in the Scope of Works. Calibre One has the right to change the number of NGFW Technology devices which are each subject to the monthly subscription Fee based on counts observed, and information provided by the Customer. The Customer will update Calibre One by providing it with details in writing of any changes in the number of NGFW Technology devices in its Business within 14 days of any change.

## 5. COVERAGE HOURS

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- 5.1 Standard coverage hours as referred to in this Agreement means 8am to 5pm Australian Central Standard Time in Darwin, Monday – Friday on Business Days except as expressly provided otherwise.
- 5.2 Work which is covered by the NGFW service during standard coverage hours but which the Customer requests to be completed outside of standard coverage hours will attract additional Fees payable by the Customer, to be determined at the discretion of Calibre One.

## 6. GENERAL CONTRACT TERMS

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### Exclusivity

- 6.1 Calibre One will throughout the Term be the exclusive provider to the Customer of all those services of the type comprised in the NGFW Services. This is an essential term of this Agreement.
- 6.2 The Customer must not without the express prior written consent of Calibre One permit any other person, other than Calibre One, to interfere with, alter or change the NGFW Technology devices of the Business.

### Modifications to Specific Service Terms

- 6.3 Once these Specific Service Terms have been agreed and this Agreement entered into, matters contained within these Specific Service Terms may, unless expressly provided otherwise, only be adjusted from time to time by mutual Agreement in writing between Calibre One and the Customer.



## 7. DEFINITIONS

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These words and phrases have the following meanings where appearing in these Specific Service Terms unless the context requires otherwise:

**NGFW Technology** means a Fortinet FortiGate Next Generation Firewall device.