

Firewall as a Service Schedule

1. Definitions

Defined terms in the Standard Terms and Conditions have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

Access Network means the part of the Encoo Network, or a third-party network provided by Encoo, that connects the Customer's location to the Core Network.

Access Service means a service used to transmit the Ethernet Service over the Access Network.

Core Network means the network that connects major national and international nodes of the Encoo network. The boundary between the Core Network and the Access Network is defined as the egress port facing the Access Network on core routers or switches.

Encoo Network means any telecommunications network, equipment, facilities, or cabling owned, controlled or utilised by Encoo.

Customer means the customer described in the SOW and any of its employees, subcontractors, agents, and representatives and includes references to "You" and "Your."

End Users mean a customer of the Customer.

Protected Service means a transmission service between two points whereby a failure in a transmission circuit or equipment within the Core Network related to the primary transmission path will automatically be rerouted via an alternate path, where available.

Unprotected Service means a transmission service between two points whereby a failure in a transmission circuit or equipment on the primary path between the two points would result in a full or partial failure of data transmission.

Service Delivery Point means the sites at which Encoo will install Encoo Equipment necessary to provide the Service Interface as specified in the SOW.

Service Interface means the physical interface at the Service Delivery Point by which the Customer connects to the Ethernet Multipoint Service.

Standard Terms and Conditions means the Channel Partner Wholesale Agreement or if applicable other standard terms and conditions between Encoo and the Customer governing the general terms and conditions on which Services are provided under this Service Schedule and any applicable SOW from time to time, available at <http://www.encoo.com.au/legal-contracts>.

UC Access means an Ethernet service that is used to carry traffic for the SIP Trunk Service, Audio and Video Conferencing Service, UC 1 Service, and the Call Recording Service as defined in the Unified Comms Service Schedule that is available from Encoo.

Encoo SLA means the Encoo service level agreement which can be found at <https://www.encoo.com.au/legal-documents>, as updated from time to time.

BGP means Border Gateway Protocol version 4.

DDoS means distributed denial-of-service.

DDOS Protection Service means the distributed denial-of-service protection service which assists in attacks that attempt to make a Encoo and/or Customer network unavailable to its intended users.

2. Service Description

2.1. The Firewall as a Service consists of the following:

- a) A virtual firewall of a size determined by Encoo based on the Internet service speed set out in the SOW;
- b) An Encoo Gateway service supplied by default;
- c) Access to a management portal which enables configuration management, reporting and alerting;
- d) At least one external and one internal interface;
- e) Security and other updates applied to the virtual firewall; and configuration and deployment of the Customer's Firewall as a Service in accordance with the configuration option chosen by the Customer in the Order. Encoo provides configuration services on a best endeavours basis. Without limiting the above, the Customer is responsible for ensuring that the information provided to Encoo to provide such configuration services is complete and accurate.

2.2. Service Usage. The Firewall as a Service may be used to protect one or more of the following:

- a) Customer Services connected to the Firewall as a Service by means of a communications network provided by Encoo;
- b) Customer physical equipment connected to the Firewall as a Service by means of a communications network provided by Encoo.

2.3. Additional services. The Customer accepts that additional fees apply to additions or changes requested by the Customer to an existing Firewall as a Service including, without limitation:

- a) Adding IP addresses to the Firewall as a Service;
- b) Adding networks to an Encoo supplied communications network being protected by the Firewall as a Service;
- c) Configuration changes to the Firewall as a Service; or
- d) Assistance in the configuration of Customer or End User supplied or owned equipment or Channel Partner Supplied Items connecting to the Firewall as a Service.

2.4. Limits and Exclusions. The Customer acknowledges and agrees that the following limits and exclusions apply:

- a) If the supply of the Firewall as a Service causes an adverse effect on the Encoo Firewall Service as a whole, or any part of the Encoo network, or any Customer or End User supplied or owned equipment or Channel Partner Supplied Items or Encoo Equipment, Encoo may at its discretion suspend the Service immediately pending resolution of the issue;
- b) Configuration of the Firewall as a Service will be enacted by Encoo under the direction of the Customer. The impact of any rule set or other configuration applied at the Customer's instruction or request is the responsibility of the Customer;
- c) The Firewall as a Service is provided on a reasonable efforts basis and does not guarantee security. The Customer accepts that Encoo is not responsible for any breaches of security, attempted or successful intrusion, loss or damage incurred by the Customer as a result of or related to any actual or perceived failure of the Firewall as a Service or other breach of the Customer's security;
- d) The Firewall as a Service does not include the Encoo DDoS Protection Service, which protects the Customer from Distributed Denial of Service (DDoS) attack using traffic scrubbing, filtering, black holing or other actions.

3. Service Provision

- 3.1. Encoo will use reasonable endeavours considering relevant commercial, economic and operational matters to commence provisioning of the Firewall Service in accordance with the service delivery targets set out in the Encoo SLA.
- 3.2. Encoo may vary the Firewall Service if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.
- 3.3. Encoo reserves the right to undertake any action necessary to protect its network, including undertaking protection measures against a DDoS attack, and is not liable to the Customer as a result of such action.
- 3.4. The Customer acknowledges that any charges set out in the order for carrying out the Work is based on the information that the Customer has provided to Encoo. If any of that information is inaccurate, or anything unforeseen occurs (other than as a result of Encoo's negligence), the Customer must pay Encoo for any additional Services and Work required.

4. Service Level Agreement

- 4.1. Subject to the terms of the Standard Terms and Conditions, this Service Schedule, Encoo will provide the Services in accordance with the Encoo SLA which can be found at <http://www.encoo.com/legal-contracts>, as updated from time to time.

5. Upgrades

- 5.1. The Customer may request that the Service be upgraded. The Customer acknowledges that not all Services can be upgraded, and some upgrades may disrupt the Service.
- 5.2. Encoo will advise at its absolute discretion, the Customer whether the Services can be upgraded.
- 5.3. A once-off upgrade fee and additional monthly fees may apply.

6. Early Terminations and Order changes

- 6.1. The customer must pay the remainder of the contract in full if they wish to terminate the agreement early.
- 6.2. Changes to the project scope during the provisioning phase must be submitted to the Encoo project manager via a change request form. Additional fees may apply as determined by Encoo.