Trial Agreement for Optus Managed SSE – Cisco Umbrella Trial

OPTUS

Trial Agreement for Optus Umbrella Trial.

This document and the related service description sets out the terms on which Optus Networks Pty Limited ABN 92 008 570 330 ("Optus") will provide you with access to the Cisco Umbrella platform as part of the Optus Umbrella trial service ("Trial") for evaluation during a trial service period ("Service").

1. Background & operative provisions

1.1 This Agreement consists of:

(a) the Optus General Terms (either the Optus General Terms for Business Customers or the Optus General Terms for Enterprise Customers, as applicable), available here;

(b) the terms of this trial agreement document; and

(c) the Service Description set out in Attachment A.

1.2 Nothing in this agreement will vary, modify or terminate any existing agreements that you have with Optus and will continue in accordance with their terms.

2. Term

2.1 The Trial will commence on the date advised by Optus and continue for 30 days or until terminated earlier by either party in accordance with the next clause (whichever is earlier) ('Evaluation Period').

2.2 Either party may terminate the Trial at any time by providing 3 business days prior written notice to the other.

2.3 At the end of the Evaluation Period:

(a) You will stop using the Service.

(b) Your access to Umbrella will cease, and the term of this Agreement will expire.

(c) The Service will automatically cease providing any protection.

2.4 Prior to the expiration of the Evaluation Period the parties may discuss the execution of a formal agreement for the provision of the Services.

3. Charges

3.1 You will not be required to pay for any of the Services during the Trial.

4. Customer responsibilities and exclusions

4.1 When you receive the Trial activation email from Cisco, you must select the option to provide access to your Umbrella instance to Optus so we can complete the configuration of the Trial.

4.2 You must ensure that any employees with administrative access are trained to use the Umbrella Dashboard to minimise the likelihood of them causing an incident or other event that impacts the security, functionality, performance or availability of the service.

4.3 Optus may charge you to restore or reconfigure the Umbrella Platform settings in the event of such an incident.

4.4 You are responsible for installing any digital certificates on endpoint devices. This could include the Cisco Umbrella Root Certificate.

4.5 You must ensure your DNS, and if required, your out-bound internet traffic is being forwarded to the Umbrella Platform.

4.6 You are responsible for all local firewall rules required to allow access to the Umbrella Platform.

4.7 You are responsible for installing, maintaining and managing the security of all endpoint hardware and software, such as the Umbrella Roaming Client.

5. Third party product or services right of use

5.1 You acknowledge that:

(a) your use of the Service is conditional upon your acceptance and compliance with the relevant third party usage terms, located at https://umbrella.cisco.com/terms ("Third Party Usage Terms"); and

(b) Optus may cancel your right to use the Services by notice to you where the Third Party Service Provider ceases to supply the third party products or services utilised by the Services, for any reason.

5.2 Subject to your acceptance of and compliance with the Third Party Usage Terms, the Third Party Service Provider will grant you a non-exclusive, non-transferable limited right of use for the term of the Agreement, to use the licensed products and/or services utilised by the Services, for your internal operation and maintenance purposes, solely in connection with the use of the Service and not for commercial distribution, re-sale or other trade or dealing. You acknowledge and agree that the Third Party Service Provider of the licensed Product or Service is a third party beneficiary of your right of use and may enforce the terms of your right of use directly.

6. General conditions

6.1 Use:

(a) Optus will provide the Service for the Evaluation Period.

(b) Umbrella is subject to usage and range limits set forth in documentation found here: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/cisco_umbrella_product_description.pdf

(c) At the completion of the Trial Optus will suspend the Service.

6.2 You may be required to use some of your own equipment and/or systems as part of the Trial. If so this equipment and/or systems must adhere to any technical specifications set out by Optus.

6.3 Optus will configure the Cisco Umbrella platform at no charge and in good faith based on the information you have provided. Optus does not and is not obligated to configure your equipment / systems and end user devices.

6.4 You will use all reasonable efforts to provide any information requested by Optus for conducting the Trial.

6.5 You may make an email request for Umbrella configuration advice to your Optus account team representative. Optus will provide limited technical advice during business hours 9am to 5pm Monday to Friday Australian eastern standard time, excluding public holidays. For technical support please contact Cisco via the Umbrella dashboard.

6.6 Your security advisers and/or administrators are responsible for determining the suitability of the Service for the protection of your organisation's information.

6.7 Service levels and service level targets do not apply to the Service.

6.8 Personal Information: - Optus collects personal information directly from you, your end users or your Personnel, and also during the ongoing relationship with you, your end users or your Personnel. Optus uses this information to supply products, give our customers the best possible service, and for the other purposes described in Optus' Privacy Policy. Optus shares personal information within the Optus group companies and with a number of other service providers and partners for these purposes, some of whom may be overseas. Their locations are listed in the Optus privacy policy located at: https://www.optus.com.au/about/legal/privacypolicy. More information about Optus' privacy practices, how to access or correct our records, or make a complaint, can be found at optus.com.au/privacy. You acknowledge and agree that you have the consent of your end users and your Personnel to allow Optus to collect and use their personal information as reasonably required in connection with its provision of the Service.

7. Liability

7.1 You acknowledge that the Service is a new service on trial, and you agree:

(a) That to the extent permitted by law:

(i) Optus will not be liable for any failure of the Service but will use all reasonable endeavours to ensure continuity of the Service;

(ii) Optus excludes liability for any special, indirect or consequential loss or damage incurred by you, your end users or any other party in connection with the provision of the Service, including, but not limited to, loss of opportunity, loss of revenue and lost profits;

(iii) Optus shall not be responsible for any loss or damage to you, your end users, or any other third parties caused by the Service or by Optus' performance of this Agreement;

(iv) Optus limits its liability for any non-excludable conditions, warranties and guarantees (where permitted by law to do so) to resupplying the relevant or equivalent services, or to payment of the cost of having the services supplied again;

(v) To the extent that Optus is liable to you arising out of or in connection with the Trial and / or this Agreement (whether arising in contract, tort (including negligence), equity, restitution or pursuant to statute), Optus' total liability is limited to AUD$100.

(b) you must not loan, encumber, sell, or otherwise transfer the Service.

(c) You have made your own inquiries as to the suitability of the Service and have made all appropriate investigations and taken advice regarding potential breaches of applicable law, secrecy, confidentiality, privacy, information security or any other requirement applicable to the Customer and its activities.

(d) You have the sole responsibility for the protection and backup your data in relation to the use of the Service

(e) You will only use the Service for the purposes of the Trial in accordance with the terms and conditions in this Agreement and any other guidelines or instructions provided by Optus from time to time.

(f) You will comply with your own privacy policy and all applicable laws, including the Privacy Act 1988 and the Spam Act 2003.

(g) You will comply with the Optus Fair Go Policy, located within Appendix S at: https://www.optus.com.au/about/legal/standard-forms-agreement/appendices.

(h) You will not engage in any activity that is abusive, objectionable, illegal, fraudulent, a nuisance or involves criminal activities

8. Confidentiality

8.1 Subject to the remainder of this section 7, the terms of this Agreement and all information exchanged between us under this agreement is confidential and may not be disclosed to any party other than a related body corporate of Optus as defined in section 50 of the Corporations Law except:

(a) as required by law or the listing rules of the Australian Stock Exchange;

(b) as required to properly perform our obligations under this Agreement; or

(c) with the other party's prior written consent.

8.2 No public statements about this agreement may be made by you without the prior written consent of Optus except where we are required to make a disclosure to the Australian Stock Exchange.

8.3 This section 6 shall survive expiration or termination of the Trial.

9. General

9.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

9.2 If there is any inconsistency in the documents comprising this Agreement, that inconsistency will be resolved using the following order of precedence (higher to lower):

(a) the clauses of this Agreement; and

(b) the Service Description (if applicable).

9.3 A party may waive a right under this Agreement by written notice to the other party. If a party does not exercise a right against the other party, it does not waive its ability to insist on performance of that right at any other time. Any failure by Optus to enforce any term of this Agreement, or any forbearance, delay or indulgence granted by Optus to Customer, will not be construed as a waiver of Optus' rights under this Agreement.

9.4 This Agreement may only be varied by written agreement between the parties.

9.5 Where a term of this Agreement is void, voidable or unenforceable, it will be severed but the remainder of the Agreement will not be affected.

9.6 All terms of this Agreement which are capable of having effect after expiry of the Agreement will remain in full force and effect following expiry of the Agreement.

9.7 The Agreement is governed by the laws applicable in the State of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State and to the applicable courts of appeal.

Trial Agreement for Optus Umbrella Trial.

Description of the Optus Umbrella Trial Service

General

Without limiting any other term of the Agreement, you acknowledge that your use of the Service is:

(a) conditional upon your acceptance and compliance with the relevant third party usage terms, located at https://umbrella.cisco.com/terms **("Third Party Usage Terms")**; and

(b) subject to usage and range limits set forth in documentation found here: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/cisco_umbrella_product_description.pdf.

Service Description

The Optus Umbrella Trial provides you the opportunity to trial a sub-set of the DNS Security and Secure Web Gateway (SWG) features in your production environment.

DNS Security can be configured to enforce web browsing acceptable-use policies, by blocking access to certain websites and identify potential threats to corporate devices accessing data and applications over the internet. The trial will support the Umbrella Intelligent Proxy which inspects and scans the traffic for malicious content for domains that are uncategorised. Deployment of an Umbrella Virtual Appliance or AD Connector is not supported in the trial.

The following are supported from a DNS perspective:

- Single standard policy that applies to all identities. For example, block gambling and alcohol.
- Content Access limitation configured from the built-in Umbrella definitions of High, Moderate or Low, applied to each unique DNS policy
- A single custom Content Access definition from the available Umbrella categories
- One URL block list and one URL allow list to be referenced in a DNS policy rule allowing for the specific handling of known destinations.
- A single custom Block Page with the following attributes:
    - Admin contact email address displaying one of your email addresses
    - A single custom block page message displayed for all blocked requests
    - A redirect URL if required

A SWG is a cloud-based web proxy that provides security services for connections to websites and web applications. Category based content filtering enables you to define web policies which control the types of websites that users can view. Real-time decryption of encrypted web traffic allows for data inspection and anti-malware scanning. Using dynamic threat intelligence from Cisco Talos, web code and files are analysed and assessed before they reach your users.

The following are supported from a SWG perspective:

- Design and facilitate one or all of the following connectivity options:
  - Umbrella hosted Proxy Auto-Configuration (PAC) file
  - Customer hosted PAC file
  - Manual or Windows Group Policy pushed proxy configuration
- Optus will provide you with the Umbrella root certificate for you to install on client devices. Customer issued certificates will not be supported during trial;
- A single Web Policy with up to 2 rules applied globally allowing for the configuration of the following elements:
  - File Inspection
  - Cloud sand-boxing
  - Selective HTTPS Inspection with category-based exceptions
  - Destination Blocking to Cisco defined entities under Malware, Command & Control Call-backs and Phishing Attack classifications.
- A single customised warning page enabling user click through for websites defined by content categories including the following:
  - Administrator contact email address from your domain
  - Customer warning message

The Cloud Delivered Firewall (CDFW), Data Loss Prevention (DLP), Remote Browser Isolation (RBI) and Cloud Access Security Broker (CASB) and Mobile device protection features, are not supported in the trial.

If required, Optus will provide you with the Umbrella Roaming client or the Secure Client (formally AnyConnect) software that includes a roaming client module for your Umbrella tenant.

Optus will extract the trial report from your Umbrella tenant and discuss the content with you at the end of trial.

Great business starts with

Yes OPTUS

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