

# SERVICE SCHEDULE - TELSTRA - MANAGED SSE (NETSKOPE)



This Service Schedule sets out the service description and service specific terms that apply to the Managed SSE (Netskope) Service.

## 1 SERVICE DESCRIPTION

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- 1.1 Managed SSE (Netskope) Service (**Service**) provides outsourced management of defined Environments with comprehensive ITIL aligned services (including 24x7 support for Business Critical issues).
- 1.2 You agree to use the Managed SSE (Netskope) Service Guide in accordance with the terms of the service guide which contains technical and operational descriptions provided by us to you (**Service Guide**).

## 2 SERVICE INCLUSION AND PLANS

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- 2.1 The features and functionality of the Service are dependent on the final solution and capabilities of the technology being managed and subscribed.
- 2.2 The Service consists of the components listed below. The NG-SWG Core service (which is item (a) below) is mandatory. Items (b) to (l) below are optional. Other than the items and components listed below, we may provide other components or services to you upon your request (**New Components**). The New Components is subject to agreement between the parties.
  - (a) Core Service: Next Generation Secure Web Gateway (NG-SWG)
  - (b) API-based Protection
  - (c) Private Access or Zero Trust Network Access (ZTNA)
  - (d) Cloud Firewall or Firewall as a Service (FWaaS)
  - (e) Targeted Remote Browser Isolation
  - (f) Dedicated Egress IP
  - (g) Transaction Events
  - (h) Email Data Loss Prevention (Email DLP)
  - (i) Cloud Security Posture Management (CSPM) and SaaS Security Posture Management (SSPM)
  - (j) Cloud Threat Exchange
  - (k) Advanced Analytics
  - (l) Endpoint Data Loss Prevention (Endpoint DLP)
- 2.3 The Service is available to your appointed representatives agreed between both parties and set out in an agreed list during the on-boarding phase (**Named Contacts**).
- 2.4 Any representative who is not defined as a Named Contact will be denied access due to security and operational considerations.
- 2.5 Changes to the Named Contact list are to be provided by a current Named Contact to the service delivery manager or provided using a Service Request to Service Operations.
- 2.6 You are responsible for ensuring the Named Contact list is accurate.

## 3 CHARGES AND EARLY TERMINATION CHARGES

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### CHARGES

3.1 The charges payable by you for the Service are set out in the relevant Service Order Forms.

### EARLY TERMINATION CHARGES

- 3.2 If you cancel, terminate or downgrade the Service for any reason other than our material breach of this Agreement:
- (a) prior to the Service Start Date for the Service, you must pay us an Early Termination Charge equal to the costs reasonably incurred by us as a result of the termination (including any amounts payable by us to our Service Provider as a result of the cancellation of the relevant Service); or
  - (b) during the term for the Service, you must pay us an Early Termination Charge for the unexpired remaining months in the contract term.

## 4 SERVICE CONDITIONS AND RESPONSIBILITIES

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- 4.1 We are not responsible or liable for failure to meet a service level (as set out in clause 6.1 below) due to the following:
- (a) your breach of your obligations set out in the Agreement;
  - (b) your misconfiguration of a platform which directly impacts the Service;
  - (c) you causing a catastrophic equipment failure due to an undocumented bug introduced on an application or IT system;
  - (d) your negligent acts or omissions;
  - (e) your implementation of changes outside of the Change Management process which directly impacts the Service;
  - (f) your failure in following our reasonable directions which directly impacts the Service;
  - (g) you not providing us with full and accurate information detailing any requests or relating to any Incidents reported to us;
  - (h) a failure caused by a third party;
  - (i) limitations caused by Vendors and their third-party support agreements;
  - (j) a Force Majeure Event; and
  - (k) any third-party software or equipment used, operated or interfaced with the Service not provided by us.
- 4.2 We may charge you a fee to rectify or remedy an Incident caused by:
- (a) your breach of your obligations set out in the Agreement;
  - (b) your act or omission that causes damage to the Environments in the Service;
  - (c) as a result of software being incompatible with a product, service or feature provided by us unless a Change Request has been formally raised and accepted by all parties; and
  - (d) any support and maintenance not set out in this Service Schedule.

## 5 SUPPORT SCOPE

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5.1 Subject to the scope of the Service and your requirements, you may have read-only access to a range of default online dashboards and download dynamic and static reports.

## 6 SERVICE LEVELS

6.1 Subject to clause 4, we will aim to meet the service level set out in Table 1 below:

**Table 1 – Service Level**

| SEVERITY LEVEL  | TARGET RESPONSE TIME | TARGET STATUS REPORTS |
|---|----------------------|-----------------------|
| Severity 1<br>Your Service is down at a site or multiple sites causing critical impact to your business operations                          | 15 minutes           | Every hour            |
| Severity 2<br>Your Service is down at a site or your Service is severely degraded impacting significant aspects of your business operations | 30 minutes           | Every 2 hours         |
| Severity 3<br>Your Service is degraded, noticeably impaired but most of your business operations continue                                   | 60 minutes           | Every 8 hours         |
| Severity 4<br>You require information or assistance regarding the Service   | 120 minutes          | Every 24 hours        |

6.2 No service credit is payable if the service levels in Table 1 are not fulfilled.

6.3 Service Availability is calculated as follows:

Monthly Availability Percentage = ((total minutes in a calendar month – total minutes Unavailable) / total minutes in a calendar month) x 100

If in any month the Service Availability falls below 99.95%, you will be eligible to receive a service credit as described below in accordance with the terms of the Agreement:

| Availability | Service Level Credit |
|--------------|----------------------|
| 99.9%-99.95% | 15%                  |
| <99.9%       | 30%                  |

“Unavailable” for the purposes of this Service Schedules means the time period the Service is down as calculated by us.

## 7 INTELLECTUAL PROPERTY AND PERSONAL DATA

### INTELLECTUAL PROPERTY

- 7.1 We own all intellectual property rights in any material we develop for you in carrying out the Service (including in any reports or materials generated or provided to you as part of the Service).
- 7.2 Where we have designed the Service, we own all intellectual property rights connected in the design, including diagrams, management plane, platform configurations and documentation.
- 7.3 The diagrams, documents and other information that we supply to you with the Service is confidential information to us. You must ensure that you keep this information confidential. You may only disclose the diagrams, documents and other information in your business for the purposes of using the Service (unless you have our prior written consent to do otherwise).

## PERSONAL DATA

- 7.4 To the extent that you configure your Service to process personal data covered by UK or EU privacy laws, you agree to the terms of the GDPR Addendum located at <https://www.telstra.us.com/en/service-terms>, as may be amended from time to time upon notice by us.

## 8 THIRD PARTY SUPPLIER TERMS

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### THIRD PARTY SUPPLIER TERMS

- 8.1 In operating, downloading, installing, registering or otherwise using the Service, you acknowledge and agree to be bound to any third party end user license agreement, third party supplier terms and any other related terms (**Third Party Terms**) as advised by us to you or made available to you while using the Service. If you do not accept the Third Party Terms, you shall not be permitted to use the Service.

## 9 DEFINITIONS

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**API** means Application Programming Interface and it is a set of rules and protocols that allow software applications to communicate and interact with each other.

**Business Critical** means Incidents classified as P1 or P2.

**Change Management** means the ITIL process that handles and manages changes to the Service.

**Change Request** means any change to the Service not defined as a Standard or Emergency Change and is not classified as Project Services.

**Environment** means all hardware or software set out in this Service Schedule and the Service Guide which are supported by us.

**Emergency Change** means a change required in order to resolve or implement a tactical workaround for a Business Critical Incident and approved by the ECAB.

**ECAB** means the Emergency Change Advisory Board.

**Incident** means an unplanned interruption to the Service or reduction in the quality of the Service sufficient to impact business operations.

**ITIL** means Information Technology Infrastructure Library, a set of best practice processes and functions to deliver IT service management.

**Project Services** means a discrete bundle of related IT project activities that is completed either in accordance with an agreed statement of work or outside of this Agreement under an agreed specific statement of works.

**SaaS** means Software as a Service

**Service** means the services set out in this Service Schedule.

**Service Operations** means our technical team that delivers Incident and Change Management as part of the Service.

**Service Request** means a request from you for information or a change.

**Vendor** means the Original Equipment Manufacturer (OEM).

**ZTNA** means Zero Trust Network Access and it is identity-centric and grant access to application based on continuous authentication and policy-based controls regardless of user location or network.