

# **OUR CUSTOMER TERMS CLOUD SERVICES – CHECK POINT HARMONY (ENDPOINT PROTECTION AND EMAIL & COLLABORATION PROTECTION)**

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Certain words are used with the specific meanings set out below or in [the General Terms section of Our Customer Terms](#).

## **PART A – CHECK POINT HARMONY SERVICES BEFORE 4 OCTOBER 2022**

This Part A applies if you acquired any Check Point Harmony Endpoint Protection service from us before 4 October 2022.

### **1 ABOUT THE CHECK POINT HARMONY ENDPOINT PROTECTION SECTION**

This is the Check Point Harmony Endpoint Protection section of Our Customer Terms.

Provisions in other parts of the Cloud Services section also apply. See section one of the General Terms of the Cloud Services section at [Our Customer Terms Cloud Services – General Terms \(telstra.com.au\)](#) for more detail on how the various parts of the Cloud Services section are to be read together.

Unless you have entered into a separate agreement with us which excludes them, [the General Terms section of Our Customer Terms](#) also applies. See section one of the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm> for more detail on how the various sections of Our Customer Terms are to be read together.

See section one of the General Terms of the Cloud Services section for more detail on how the various parts of the Cloud Services section are to be read together.

### **2 CHECK POINT HARMONY ENDPOINT PROTECTION APPLICATIONS**

#### **What is Check Point Harmony Endpoint Protection?**

2.1 Check Point Harmony Endpoint Protection is an integrated security application for compatible computer and mobile devices (**Compatible Device**) which includes features to help detect and prevent endpoint threats.

#### **Eligibility**

2.2 You can purchase one or more subscriptions for a Check Point Harmony Endpoint Protection Application through the Telstra Apps Marketplace. To use the Telstra Apps Marketplace, you need an internet connection, and need to create an account in that marketplace. You also need to meet any minimum system requirements required to use that marketplace.

2.3 The Telstra Apps Marketplace is part of the Cloud Services section of Our Customer Terms (available at <https://www.telstra.com.au/customerterms/business-government/cloud-services>) which governs your use of the Telstra Apps Marketplace.

2.4 Your use and access to Check Point Harmony Endpoint Protection is also subject to you:

- (a) accepting and complying, and ensuring your end users comply, with:

- Check Point Software Technologies Ltd (**Check Point**) end user licence agreement, currently the Software License Agreement & Hardware Warranty (**EULA**), which is available at: <https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/>; and
- Check Point support agreement, currently the Check Point Direct Support Program Service Level Agreement available at: [Word Template \(checkpoint.com\)](#) (**Support Agreement**).

By placing an order for Check Point Harmony Protection, you and your end users accept the terms of the EULA and Support Agreement.

- (b) ensuring your Compatible Devices has an internet connection and meets the requirements set out on our Telstra Apps Marketplace Support <http://www.telstra.com/marketplacesupport> (or as otherwise advised by us from time to time); and
- (c) ensuring that your Compatible Device and the software on your Compatible Device are compatible with the Check Point Harmony Endpoint Protection Application.

### 3 SERVICE FEATURES

3.1 The following two Check Point Harmony Endpoint Protection Applications are available depending on the type of Compatible Device it will be used for:

- (a) **Check Point Harmony Endpoint:** which is for compatible desktop computers, laptops and windows servers. A full description of this Application and its features is available at: [https://supportcenter.checkpoint.com/supportcenter/portal?eventSubmit\\_doShowproductpage&productTab=overview&product=494](https://supportcenter.checkpoint.com/supportcenter/portal?eventSubmit_doShowproductpage&productTab=overview&product=494); and
- (b) **Check Point Harmony Mobile:** which is for compatible mobile smart phones and tablets. A full description of this Application and its features is available at: [https://supportcenter.checkpoint.com/supportcenter/portal?eventSubmit\\_doShowproductpage&productTab=overview&product=491](https://supportcenter.checkpoint.com/supportcenter/portal?eventSubmit_doShowproductpage&productTab=overview&product=491).

(the '**Check Point Harmony Applications**')

#### Subscription and licence

3.2 To use and access a Check Point Harmony Application on a Compatible Device, you must purchase a monthly subscription for that device. Each monthly subscription includes:

- (a) a user licence for the relevant Check Point Harmony Application for use by the end user on one Compatible Device in accordance with the licence and terms in the EULA; and
- (b) Standard Pro Support for the Check Point Harmony Application accessed and provided directly from the third party Application provider in accordance with their support agreement available at: [Word Template \(checkpoint.com\)](#).

- 3.3 Each user licence and monthly subscription can only be used on one Compatible Device. You can have multiple subscriptions, but you must take up a separate monthly subscription for each Compatible Device.
- 3.4 We may change or discontinue the Check Point Harmony Endpoint Protection services:
- (a) if the third party supplier changes or discontinues the services, in which case we will try to give you as much notice as possible (dependent on the notice provided to us by the third party supplier); or
  - (b) on 30 days notice to you.
- 3.5 If you do not want to continue your subscription for one or more of your Check Point Harmony Applications due to changes made to the service under clause 4.3, you can terminate your subscription in accordance with clause 7.6.

## **4 YOUR RESPONSIBILITIES**

- 4.1 Once you have purchased a subscription, you must install the Check Point Harmony Application on your Compatible Device in accordance with any instructions or documentation provided.
- 4.2 You can manage your active Check Point Harmony Application subscription/s, policies, reports and other configuration options through Harmony Cloud Management Portal (**Management Console**).
- 4.3 You are responsible for any required firewall changes on your Compatible Device or software to allow the Check Point Harmony Application to communicate and operate correctly on a Compatible Device.

### **Additional acceptable use restrictions**

- 4.4 In addition to any requirements in the EULA, you must:
- (a) protect any passwords or login credential used to access the Check Point Harmony Application, Management Console, support or related services provided under this section; and
  - (b) use the Check Point Harmony Application for lawful purposes and must not, or must not attempt to, rent, lease, reverse engineer or disassemble a Check Point Harmony Application.
- 4.5 If your users fail to comply with any of the limitations, restrictions or use terms for the Check Point Harmony Endpoint Protection specified in this section (including the EULA):
- (a) you must stop using the Check Point Harmony Endpoint Protection application immediately; and
  - (b) your use and access to Check Point Harmony Endpoint Protection may be terminated, in which case we will use our best endeavours to notify you (provided the third party provider of the Application provides notice to us).

## **5 LIMITATIONS AND LIABILITY**

- 5.1 In addition to any limitations of liability or disclaimers in the EULA, we do not guarantee that:
- (a) all potential viruses and spyware will be detected or removed;
  - (b) all unauthorised access to your network will be prevented;
  - (c) the applications will pick up all dangerous websites; and
  - (d) only files infected with viruses, spyware, trojans and worms and other malware will be removed.
- 5.2 You are responsible for selecting the Check Point Applications for your Compatible Devices and for the results you obtain from using them.
- 5.3 You acknowledge the Service may be interrupted from time to time for necessary unscheduled deployments of changes, updates or enhancements and updates may be downloaded and installed on your devices automatically.

## 6 CHARGES AND BILLING

### Pricing and billing

- 6.1 The available Check Point Harmony Endpoint Protection subscriptions are as follows:
- (a) No Contract Term Pricing: \$6 per licence per month
  - (b) Contract Term Pricing: as set out in the below table, per licence per month including GST

No. of user licences	12 Months term	24 Months term	36 Months term
1-200	\$6.0	\$5.70	\$5.40
201 to 500	\$5.50	\$5.23	\$4.95
501 to 1000	\$4.95	\$4.70	\$4.46
1001 or more	\$4.25	\$4.04	\$3.83

- 6.2 We will bill you your subscription fees monthly in advance.
- 6.3 We may change the price of your monthly subscription, on 30 days written notice. Any change to the pricing will be applied to the next month's charges after the end of the notice period. If you do not wish to continue the services on the new charges you can terminate your subscription in accordance with clause 7.6.

## 7 TERM AND TERMINATION

- 7.1 No contract subscription for Check Point Harmony Endpoint Protection is available on a month-to-month rolling casual term. Each subscription purchased will start from the time you place the order and automatically renew month-to-month until terminated or cancelled by either party.
- 7.2 Contract term subscriptions for Check Point Harmony Endpoint are available for 12 months, 24 months and 36 months terms

- 7.3 Once your minimum term ends, it automatically extends on a month-to-month basis on the existing terms (including price). This continues until either party provides at least 30 days' written notice that it wishes to terminate the contract term for the Check Point Harmony Endpoint Protection service.
- 7.4 If you cancel or terminate your Check Point Harmony Endpoint Protection service before your minimum term ends, you must pay us on request, an early termination charge (**ETC**) as calculated below:
- ETC: 25% of A x B
  - A = your current monthly payment for your Check Point Endpoint Protection service
  - B = the number of months (or part of a month) remaining in your minimum term
- 7.5 You acknowledge and agree that the ETC in this section is a genuine pre-estimate of the loss we are likely to suffer if you cancel or terminate your Check Point Harmony Endpoint Protection service before your minimum term has ended.
- 7.6 In addition to any termination rights in the EULA or the General Terms, either party may terminate or cancel a subscription by notifying the other in writing no less than 7 days before the monthly subscription is due to auto-renew.
- 7.7 On termination or cancellation of your subscription, you will not be credited or refunded, and will be required to pay the monthly subscription fees which have already been billed in advance. However, your services and subscription will not terminate, and your access and use rights will continue, until the end of the remaining month which you have been charged.
- 7.8 In addition to any requirements in the EULA, on cancellation or termination of your subscription:
- (a) you must un-install and stop using the Checkpoint Harmony Application on your Compatible Device; and
  - (b) you will need to pay any charge owing to us.

## **PART B – CHECK POINT HARMONY SERVICES AFTER 4 OCTOBER 2022**

This Part B applies if you acquire any Check Point Harmony service from us on or after 4 October 2022.

### **1 ABOUT THE CHECK POINT HARMONY SECTION**

- 1.1 This is the Check Point Harmony section of Our Customer Terms.
- 1.2 Provisions in other parts of the Cloud Services section also apply. See section one of the General Terms of the Cloud Services section at <https://www.telstra.com.au/content/dam/tcom/our-customer-terms/business-government/pdf/cloud-a.pdf> for more detail on how the various parts of the Cloud Services section are to be read together.

- 1.3 Unless you have entered into a separate agreement with us which excludes them, [the General Terms section of Our Customer Terms](#) also applies. See section one of the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm> for more detail on how the various sections of Our Customer Terms are to be read together.

## 2 CHECK POINT HARMONY

### What is Check Point Harmony?

- 2.1 Check Point Harmony is a security application (**Check Point Harmony Application**) and is available as:
- (a) **Check Point Harmony Endpoint Protection**, which is an integrated security application for compatible computer and mobile devices (**Endpoint Compatible Device**) that is designed to help detect and prevent endpoint threats and can be purchased as either:
    - (i) **Check Point Harmony Endpoint** if your Endpoint Compatible Device is a desktop computer, laptop or windows server; or
    - (ii) **Checkpoint Harmony Mobile** if your Endpoint Compatible Device is a mobile smart phone or a tablet; and
  - (b) **Check Point Harmony Email & Collaboration Protection**, which is an integrated security application for compatible computer, mobile devices and SaaS applications (**E&C Compatible Device**) and is designed to help protect the end user's compatible cloud-based email service and applications.

The cloud-based email services and applications that are compatible with your Checkpoint Harmony Email & Collaboration Protection are: Microsoft Office 365 (and associated collaboration services including SharePoint, OneDrive and Teams), Google Workspace (including G-Mail), Dropbox, Box, Citrix Sharefile and Slack, and any other cloud service that we expressly tell you is compatible with your service (each a **Compatible SaaS**).

- 2.2 We can tell you if your devices are Compatible Devices on request.

### Eligibility and requirements

- 2.3 Check Point Harmony is available through the Telstra Apps Marketplace. To use the Telstra Apps Marketplace, you need an internet connection, and need to create an account in that marketplace. You also need to meet any minimum system requirements required to use that marketplace.
- 2.4 The Telstra Apps Marketplace is part of the Cloud Services section of Our Customer Terms (available at <https://www.telstra.com.au/customerterms/business-government/cloud-services>) which governs your use of the Telstra Apps Marketplace.
- 2.5 To be able to use Check Point Harmony, you must:
- (a) accept and comply with (and ensure your end users comply with):

- (i) the Check Point Software Technologies Ltd (**Check Point**) end user licence agreement available at: [www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/](http://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/) (**Check Point EULA**); and
- (ii) the Check Point support and service level agreement available at: <https://www.checkpoint.com/downloads/support-services/support-sla.pdf> (**Check Point Support Agreement**),

and by placing an order for Check Point Harmony, you accept and agree to comply with the terms of the EULA and Support Agreement;

- (b) ensure your Compatible Devices have an internet connection and meets the requirements set out on our Telstra Apps Marketplace Support <http://www.telstra.com/marketplacesupport> (or as otherwise advised by us from time to time); and
- (c) have a Compatible Device with an operating system that is compatible with Check Point Harmony.

### **3 SERVICE FEATURES AND INCLUSIONS**

#### **Check Point Harmony features**

3.1 The full description and details of the features of Check Point Harmony including minimum system requirements are available at:

- (a) for Check Point Harmony Endpoint: <https://resources.checkpoint.com/advance-endpoint-protection/harmony-endpoint-solution-brief>
- (b) for Check Point Harmony Mobile: <https://www.checkpoint.com/downloads/products/harmony-mobile-solution-brief.pdf>; and
- (c) for Checkpoint Harmony Email & Collaboration Protection: <https://www.checkpoint.com/downloads/products/harmony/EmailCollaboration>

3.2 If you acquire any Check Point Harmony service and you do not already have a Check Point Harmony service with us, we will provide initial Admin Set Up services and additional charges will apply. Admin Set Up services are only required and provided for your first Check Point Harmony service.

#### **Optional Professional Installation**

3.3 If you are acquiring a Check Point Harmony Mobile, Check Point Harmony Endpoint or a Checkpoint Harmony Email & Collaboration Protection service, you can choose to also acquire Professional Installation services in respect of that Checkpoint Harmony service, in which case additional charges will apply.

3.4 What is and isn't included in your Professional Installation services depends on your Check Point Harmony service, and is set out in the Critical Information Summary for Check Point Harmony (which is available at <https://www.telstra.com.au/help/critical-information-summaries>).

- 3.5 In order to enable us to provide the Professional Installation services to you, you must:
- (a) provide us with all assistance and information that we reasonably request or that is otherwise necessary to the supply of the Professional Installation services;
  - (b) ensure that any information you provide to us is accurate and complete;
  - (c) provide us with access to the relevant Compatible Device and/or Compatible SaaS (as applicable) so that we can provide the Professional Installation services; and
  - (d) where installation is on a device, ensure that the device meets the minimum specification as specified by Check Point in their descriptions and details outlined in clause 3.1.

You acknowledge and agree that if you do not comply with this clause 3.5, we may not be able to provide the Professional Installation services to you.

## **4 SUBSCRIPTIONS AND LICENCE**

- 4.1 To use and access a Check Point Harmony Application on a Compatible Device, you must purchase a monthly subscription for that Compatible Device. Each monthly subscription includes:
- (a) a user licence for the relevant Check Point Harmony Application for use by the end user on one Compatible Device in accordance with the Check Point EULA; and
  - (b) standard support as set out and in accordance with the Check Point Support Agreement.
- 4.2 Each user licence and monthly subscription can only be used on and is only valid for one Compatible Device. You can have multiple Compatible Devices, but you must take up a separate licence and monthly subscription for each Compatible Device.
- 4.3 We may change or discontinue Check Point Harmony:
- (a) if our third-party supplier (Check Point) changes or discontinues the services, in which case we will try to give you as much notice as possible (dependent on the notice provided to us by the third-party supplier); or
  - (b) on 30 days notice to you.
- 2.1 If you do not want continue your subscription for one or more of your Check Point Harmony services due to changes made to the service under this clause 4.3, you can terminate your subscription in accordance with clause 8.

## **5 YOUR RESPONSIBILITIES**

- 5.1 Once you have purchased a subscription, you must install the relevant Check Point Harmony Application on your Compatible Device in accordance with any instructions or documentation provided to you.

- 5.2 You can manage your active Check Point Harmony Application subscription/s, policies, reports and other configuration options through the Checkpoint Infinity Portal that is made available to you (**Management Console**).
- 5.3 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you are responsible for configuring any firewall or other software on your Compatible Device to allow the relevant Check Point Harmony Application to communicate and operate correctly on a Compatible Device.
- 5.4 In addition to any requirements in the EULA, you must:
- (a) protect any passwords or login credential used to access the Check Point Harmony Application, Management Console, support or related services provided under this section; and
  - (b) only use the Check Point Harmony Application for lawful purposes and must not, or must not attempt to, rent, lease, reverse engineer or disassemble the Check Point Harmony Application (or any part of it).
- 5.5 If you or any of your end users fail to comply with any of the limitations, restrictions or use terms for Check Point Harmony specified in this section of Our Customer Terms (including the EULA):
- (a) you must stop using (and must ensure that your end user stops using) the relevant Check Point Harmony Application immediately; and
  - (b) we may terminate your Check Point Harmony service by giving as much notice as reasonably possible.

## **6 LIMITATIONS AND LIABILITY**

- 6.1 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, in addition to any limitations of liability or disclaimers in the EULA, we do not guarantee that, through your use of Check Point Harmony:
- (a) all potential viruses and spyware will be detected or removed;
  - (b) all unauthorised access to your network will be prevented;
  - (c) the Check Point Harmony Applications will pick up all dangerous websites; and
  - (d) only files infected with viruses, spyware, trojans and worms and other malware will be removed.
- 6.2 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you are responsible for selecting the correct Check Point Harmony Applications for your Compatible Devices and for the results you obtain from using them.
- 6.3 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you acknowledge Check Point Harmony (including its features and capabilities) may be interrupted from time to time for necessary unscheduled deployments of changes, updates or enhancements and updates may be downloaded and installed on your devices automatically.

## **7 CHARGES AND BILLING**

### **Applicable fees and charges**

- 7.1 The applicable charges and fees for Check Point Harmony:
- (a) include recurring monthly subscription fees, once-off Admin Set Up fees (unless you are already a Check Point Harmony customer with us) and once-off Professional Installation services fees (if you have asked us and we have agreed to provide Professional Installation services); and
  - (b) are set out in the Critical Information Summary for Check Point Harmony (which is available at <https://www.telstra.com.au/help/critical-information-summaries>), or in your separate agreement with us (if any).
- 7.2 We will bill you:
- (a) for your monthly subscription charges, monthly in advance;
  - (b) for the Admin Set Up charges (unless you are already a Check Point Harmony customer with us):
    - (i) upfront; or
    - (ii) in instalments monthly in advance if you have chosen and we have agreed that you can pay your Admin Set up charges on a Repayment Plan;
  - (c) for the Professional Installation charges (if any):
    - (i) upfront; or
    - (ii) in instalments monthly in advance if you have chosen and we have agreed that you can pay your Professional Installation charges on a Repayment Plan.

### **Changes to the fees and charges**

- 7.3 We may change the price of your monthly subscription on 30 days' written notice. Any change to the pricing will be applied to the next month's charges after the end of the notice period. If you do not wish to continue the services on the new charges you can terminate your subscription in accordance with clause 8 and for the avoidance of doubt, no early termination charges will be payable.

### **Repayment plan**

- 7.4 Subject to clause 7.5, you may request to pay the applicable Admin Set Up fees and/or Professional Installation fees for Check Point Harmony on a Repayment Plan.
- 7.5 If we agree that you may pay the applicable Admin Set Up fees and/or Professional Installation fees for Check Point Harmony on a Repayment Plan during a specific Repayment Term:
- (a) clauses 7.2(b)(ii) and/or 7.2(c)(ii) (as applicable) will apply for the Repayment Term;

- (b) if your Check Point Harmony service is cancelled or terminated before the end of the applicable Repayment Term, your Repayment Plan associated with that service will be automatically cancelled; and
- (c) if your Repayment Plan is cancelled or terminated for any reason, you will need to pay the outstanding balance of the applicable Admin Set Up fees and/or Professional Installation fees (as applicable).

## 8 TERM AND TERMINATION

### Term and termination

- 8.1 Check Point Harmony is only available on a month-to-month basis.
- 8.2 Each month-to-month subscription will start from the time you place the order and automatically renew month-to-month until terminated or cancelled by either party by giving the other party at least 30 days' notice.

### After termination or expiry

- 8.3 On termination or cancellation of your Check Point Harmony subscription, you will not be credited or refunded in relation to any pre-paid fees, and will be required to pay any monthly subscription fees that have already been billed in advance. However, your Check Point Harmony services and subscription will not terminate, and your access and use rights will continue, until the end of the then-current period for which you have been charged.
- 8.4 In addition to any requirements or obligations set out in the EULA, on cancellation or termination of your Check Point Harmony subscription for any reason:
  - (a) you must uninstall and stop using any Checkpoint Harmony Application on your Compatible Device; and
  - (b) you will need to pay any charges, fees or other amounts owing to us in connection with your subscription.

## 9 DEFINITIONS

In this section of Our Customer Terms, the terms set out below have the following meaning:

- (a) **Admin Set up** means setting up and configuring the Checkpoint Infinity Portal Management Console, including the creation of one admin user and one security policy.
- (b) **Compatible Device** means an Endpoint Compatible Device or an E&C Compatible Device, as applicable.
- (c) **Compatible Service** has the meaning given to it in clause 2.1(b).
- (d) **E&C Compatible Device** has the meaning given to it in clause 2.1(b).
- (e) **Endpoint Compatible Device** has the meaning given to it in clause 2.1(a).
- (f) **Management Console** has the meaning given to it in clause 5.2.

- (g) **Professional Installation** means installation and set up services in relation to a Check Point Harmony Mobile, Check Point Harmony Endpoint or Check Point Harmony Email & Collaboration, as further described in clauses 3.3, 3.4 and 3.5.
- (h) **Repayment Plan** means a repayment plan under which you pay off upfront charges or fees for Admin Set Up and/or Professional Installation through monthly instalments during a Repayment Term.
- (i) **Repayment Term** for a Repayment Plan means 12 months or 24 months, as agreed between you and us in writing.