

# **OUR CUSTOMER TERMS CLOUD SERVICES – MCAFEE ENDPOINT PROTECTION ESSENTIAL FOR SMB**



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# OUR CUSTOMER TERMS

## CLOUD SERVICES – MCAFEE

### ENDPOINT PROTECTION ESSENTIAL FOR SMB

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

#### 1 ABOUT THE MCAFEE ENDPOINT PROTECTION ESSENTIAL FOR SMB

- 1.1 This is the McAfee Endpoint Protection Essential for SMB section of Our Customer Terms. Depending on the nature of the products and services you are receiving under this Cloud Services section, provisions in other parts of the Cloud Services section, as well as in the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm>, may apply.
- 1.2 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.
- 1.3 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 MCAFEE ENDPOINT PROTECTION ESSENTIAL FOR SMB APPLICATIONS

##### What is McAfee Endpoint Protection Essential for SMB?

- 2.1 The McAfee Endpoint Protection Essential for SMB application is an integrated endpoint security application protecting desktops, laptops and servers. It consists of the anti-virus, anti-spyware, firewall, web control and web filtering applications.
- 2.2 We provide one McAfee Endpoint Protection Essential for SMB application package as described in the table below.

| Application components               | McAfee Endpoint Protection Essential for SMB |
|--------------------------------------|--|
| McAfee ePO Cloud Management Platform | ✓  |
| Anti-Virus                           | ✓  |
| Anti-Spyware                         | ✓  |
| Endpoint Firewall                    | ✓  |
| Web Control                          | ✓  |
| Web Filtering                        | ✓  |
| Multiple Operating Systems           | ✓  |

##### Eligibility

- 2.3 You must:
- (a) ensure your computer(s) meets the requirements set out on our Telstra Apps Marketplace Support

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<http://www.telstra.com/marketplacesupport> or as otherwise advised by us from time to time;

- (b) ensure that your computer(s) and software on your computer(s) are compatible for the McAfee Endpoint Protection Essential for SMB application; and
- (c) regularly check the email address that you have used to order McAfee Endpoint Protection Essential for SMB on Telstra Apps Marketplace for messages about your service.

#### Application Features

2.4 The table below describes application features

| Application Features                 | Description  |
|--------------------------------------|--|
| McAfee ePO Cloud Management Platform | Single management console, providing control over your business's security by defining policies, generating compliance reports and adding or removing endpoints.   |
| Anti-Virus                           | Provides you with up to the minute protection from dangerous threats like viruses, worms, Trojans, targeted attacks, spywear, drive by downloads and more.   |
| Anti-Spyware                         | Integrated threat prevention that works in real time to analyse and protect against threats such as Spyware blocking and quickly remediating them before they impact the systems or users.   |
| Endpoint Firewall                    | Protects users and productivity by enforcing policies, guards bandwidth by blocking unwanted inbound connections and controlling outbound requests, and equips users by informing them of trusted networks and executables and risky files or connections.   |
| Web Control                          | Web Control aims to ensure safe web browsing with web protection and filtering for endpoints and protects systems across Windows, Mac and Linux and multiple browsers. Safe Searching displays information about the websites reputation, to protect against malicious sites.                          |
| Web Filtering                        | Web filtering helps to reduce risk and guard compliance by warning users before they visit malicious sites. It prevents threats and protects productivity by authorising or blocking dangerous or inappropriate websites. It stops dangerous downloads by blocking them before they can be downloaded. |

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#### Your Responsibilities

- 2.5 You must install the Service Software on each endpoint. This can be done by ordering the number of licences you require on Telstra Apps Marketplace account and assigning the licences to endpoints via McAfee ePO Cloud Management Console.
- 2.6 You must manage the Service Software, computers, policies, alerts and reports and other configuration options through the McAfee ePO Cloud Management Console.
- 2.7 You are responsible for any required firewall changes to allow the McAfee Endpoint Protection Essential for SMB application to communicate and operate correctly.
- 2.8 You are responsible for ensuring that the McAfee Endpoint Protection Essential for SMB application meets your applicable or desired security policies or standards (such as those imposed at an organisational level).

#### Additional Acceptable Use Restrictions

- 2.9 Unless we agree otherwise with you:
  - (a) you can only install and use the Service Software for the McAfee Endpoint Protection Essential for SMB applications on one computer; and
  - (b) you must not allow any third parties to use (or benefit from the use or functionality of) the Service Software.
- 2.10 There are also additional use restrictions and use terms for the Endpoint Protection Essential for SMB application set out in:
  - (a) the "Read Me" files or "About" files provided with the Service Software for the McAfee Endpoint Protection Essential for SMB application; and
  - (b) the knowledge articles relating to the McAfee Endpoint Protection Essential for SMB application available on the Telstra Apps Marketplace support.
  - (c) You must read these terms carefully and ensure that your users comply with these terms.
- 2.11 If your users fail to comply with any of the limitations, restrictions or use terms for the McAfee Endpoint Protection Essential for SMB application, you must stop using the McAfee Essential for SMB Endpoint Protection application immediately and destroy all copies of the Service Software and documentation for the McAfee Endpoint Protection Essential for SMB application.

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#### Limitations

- 2.12 We will use reasonable care and skill in providing the McAfee Endpoint Protection Essential for SMB application. However, 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) our web security application will pick up all dangerous websites; and
  - (d) only files infected with viruses, spyware, trojans and worms and other malware will be removed.
- 2.13 The McAfee Endpoint Protection Essential for SMB applications (including the Service Software) are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Service Software could lead directly to death, personal injury, or severe physical or property damage (collectively, "**High Risk Activities**"). We disclaim any express or implied warranty of fitness for High Risk Activities.
- 2.14 You are responsible for selecting the McAfee Endpoint Protection Essential for SMB applications and for the results you obtain from using them.

#### Liability

- 2.15 To the extent permitted by law, we will not be liable to you or to any other person for any loss of profits, loss of goodwill, work stoppage, computer failure or malfunction or any indirect, special, incidental, or consequential damages you (or they) suffer arising from or in relation to the McAfee Endpoint Protection Essential for SMB applications (including the Service Software).

#### Service Software

- 2.16 To the extent that the Service Software for the McAfee Endpoint Protection Essential for SMB application includes open source software which must be licenced to users on terms which are broader than the license under this Section of Our Customer Terms, then the relevant open source software is licenced to you on those terms.
- 2.17 There are additional restrictions which apply if the Service Software for the McAfee Endpoint Protection Essential for SMB application includes software which has been identified as "Evaluation" Software or "Beta" Software ("**Evaluation Software**").
- 2.18 You acknowledge that Evaluation Software may contain bugs, errors and other problems that could cause system or other failures and data loss.

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- 2.19 To the extent permitted by law, we will not be liable to you at all in connection with Evaluation Software. If we cannot exclude our liability entirely, we limit it to the sum of \$50.
- 2.20 If we ask, you will provide us (or our suppliers) feedback regarding any Evaluation Software that you use (including error or bug reports).
- 2.21 There may be additional terms associated with your Evaluation Software that we provide you at the time of purchase. Your use of the Evaluation Software is subject to those terms.
- 2.22 If you licence a commercial release of Evaluation Software from us, you must return or destroy the Evaluation Software.
- 2.23 Unless we agree otherwise with you, you can only use Evaluation Software for a maximum of 30 days.

#### **Export Controls**

- 2.24 The Service Software for the McAfee Endpoint Protection Essential for SMB applications is of United States origin for the purpose of United States export controls. You must comply with all applicable national and international laws that apply to the Service Software including the United States Export Administration Regulations. You must not to directly or indirectly export, import or transmit the Service Software contrary to the laws or regulations of any governmental entity that has jurisdiction over such export, import, transmission or use.

#### **Audit**

- 2.25 We (or a third party acting on our behalf) may periodically audit you on reasonable notice to ensure that you are complying with your obligations regarding the McAfee Endpoint Protection Essential for SMB application (including the Service Software).

### **3 CHARGES**

- 3.1 We will charge you a monthly charge per licence (i.e. per endpoint device including desktops, laptops, and servers. Does not include tablets and mobile phones) as set out on the Telstra Apps Marketplace.

### **4 TERM**

- 4.1 Plans are casual and paid per month.