

# OUR CUSTOMER TERMS CLOUD SERVICES – MCAFEE SAAS ENDPOINT PROTECTION

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# OUR CUSTOMER TERMS CLOUD SERVICES – MCAFEE SAAS ENDPOINT PROTECTION

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 SAAS® ENDPOINT PROTECTION SECTION

- 1.1 This is the McAfee SaaS Endpoint Protection 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.
- 1.4 **The McAfee SaaS Endpoint Protection application is not available to new customers from close of business 9 May 2017. Existing customers who have purchased McAfee SaaS Endpoint Protection before then may continue to use McAfee SaaS Endpoint Protection, including any requests for adds, moves and changes, until further notice.**

## 2 MCAFEE SAAS ENDPOINT PROTECTION APPLICATIONS

### What is McAfee SaaS Endpoint Protection?

- 2.1 The McAfee SaaS Endpoint Protection application is an integrated desktop security application and consists of the anti-virus, anti-spyware, firewall and a web security applications.
- 2.2 We provide two McAfee SaaS Endpoint Protection application packages that you can select from, as described in the table below.

McAfee SaaS Endpoint Protection application packages		
Application components	McAfee SaaS Endpoint Protection	McAfee SaaS Endpoint Protection Advanced*
McAfee Security Centre	✓	✓
Anti-Virus	✓	✓
Anti-Spyware	✓	✓
EndpointFirewall	✓	✓

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Web security	✓	✓
Web filter	✓	✓

\* These packages are no longer available to new customers on and from 6 May 2014. Existing customers can continue to use the applications and change user numbers, as permitted below.

## Eligibility

2.3 You must:

- (a) ensure your computer(s) 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;
- (b) ensure that your computer(s) and software on your computer(s) are compatible for the McAfee SaaS Endpoint Protection application; and
- (c) regularly check the default email address that we have allocated to you for messages about your McAfee SaaS Endpoint Protection application.

## User numbers

2.4 If you apply to add additional users during the Initial Term, the Initial Term for each additional user will expire at the same time as the Initial Term for your initial application. If adding the additional users moves your subscription into a new pricing tier, all users under your subscription will be charged on the basis of that new tier from the date you increased the users.

2.5 If you wish to remove a number of users from your subscription (e.g. decrease the number of users under your subscription) you can decrease the number of users from your subscription in the Telstra Apps Marketplace. If your plan or individual user licences is cancelled before your minimum term has ended, you'll need to pay us an Early Termination Charge (ETC) for each user licence cancelled. The ETC is calculated as 65% of the monthly charge multiplied by the number of user licences cancelled multiplied by the number of remaining months in your plan term, plus the set up charge (if there is one).

## Application Features

2.6 The table below describes each of the applications

Application	Description
McAfee Security Centre	McAfee Security Centre provides centralised visibility through an online management console.

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Application	Description
Anti-Virus	Anti-virus provides you with monitoring, detection, management and outbreak notification of known viruses, trojans and worms and other malware and the transmission of outbound data to phishing-related websites that are known by the software on your computers or servers. Once notified of the malware, you can choose to clean or delete the infected file.
Anti-Spyware	Anti-spyware provides you with monitoring, detection, management and outbreak notification of known spyware on your computers or servers. Once notified of the spyware, you can choose to clean or delete the infected file.
Endpoint Firewall	Endpoint firewall sets up firewalls to create a barrier between each of your computer and the internet or other computers on your local network and silently monitors communication traffic for suspicious intrusions and takes appropriate action such as blocking
McAfee Site Advisor	McAfee Site Advisor display information about websites to help safeguard users against web-based threats. Users can view website safety rating and safety reports as they browse and search
Web Filtering	Web Filtering allows administrators to control access to websites based on safety rating, content category or specific urls

#### Your responsibilities

- 2.7 You must install the Service Software on each users computer. This can be done by assigning a licence in your Telstra Apps Marketplace account to each user that you want to install the service software to the users computer.
- 2.8 You must manage the Service Software, computers, policies, alerts and reports and other configuration options through the McAfee Security Centre management console ("management console").

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- 2.9 You are responsible for any required firewall changes to allow the McAfee SaaS Endpoint Protection application to communicate and operate correctly.

### **Additional acceptable use restrictions**

- 2.10 Unless we agree otherwise with you:
- (a) you can only install and use the Service Software for the McAfee SaaS Endpoint Protection 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.
- 2.11 There are also additional use restrictions and use terms for the SaaS Endpoint Protection application set out in:
- (a) the "Read Me" files or "About" files provided with the Service Software for the McAfee SaaS Endpoint Protection application; and
  - (b) the knowledge articles relating to the McAfee SaaS Endpoint Protection application available on the Telstra Apps Marketplace support.
  - (c) You must read these terms carefully and ensure that your users comply with these terms.
- 2.12 If your users fail to comply with any of the limitations, restrictions or use terms for the McAfee SaaS Endpoint Protection application, you must stop using the McAfee SaaS Endpoint Protection application immediately and destroy all copies of the Service Software and documentation for the McAfee SaaS Endpoint Protection application.

### **Limitations**

- 2.13 We will use reasonable care and skill in providing the McAfee SaaS Endpoint Protection 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.
- 2.14 The McAfee SaaS Endpoint Protection 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

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physical or property damage (collectively, "**High Risk Activities**"). We disclaim any express or implied warranty of fitness for High Risk Activities.

- 2.15 You are responsible for selecting the McAfee SaaS Endpoint Protection applications and for the results you obtain from using them.

#### Liability

- 2.16 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 SaaS Endpoint Protection applications (including the Service Software).

#### Service Software

- 2.17 To the extent that the Service Software for the McAfee SaaS Endpoint Protection application includes open source software which must be licensed to users on terms which are broader than the licence under this Section of Our Customer Terms, then the relevant open source software is licensed to you on those terms.
- 2.18 There are additional restrictions which apply if the Service Software for the McAfee SaaS Endpoint Protection application includes software which has been identified as "Evaluation" Software or "Beta" Software ("**Evaluation Software**").
- 2.19 You acknowledge that Evaluation Software may contain bugs, errors and other problems that could cause system or other failures and data loss.
- 2.20 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.
- 2.21 If we ask, you will provide us (or our suppliers) feedback regarding any Evaluation Software that you use (including error or bug reports).
- 2.22 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.
- 2.23 If you licence a commercial release of Evaluation Software from us, you must return or destroy the Evaluation Software.
- 2.24 Unless we agree otherwise with you, you can only use Evaluation Software for a maximum of 30 days.

#### Export Controls

- 2.25 The Service Software for the McAfee SaaS Endpoint Protection 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

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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**

- 2.26 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 SaaS Endpoint Protection application (including the Service Software).

### **3 CHARGES**

- 3.1 The charges for your McAfee SaaS Endpoint Protection applications will depend on the packages that you select.
- 3.2 We will charge you a monthly charge for each package that you have (as set out in the Telstra Apps Marketplace).

### **4 TERM AND EARLY TERMINATION CHARGE**

- 4.1 You must take up the McAfee SaaS Endpoint Protection applications for an Initial Term of at least twelve (12) months ("**Initial Term**").
- 4.2 If your McAfee SaaS Endpoint Protection application is terminated for any reason (other than for our material breach) during the Initial Term, we may charge you an early termination charge calculated as 65% of the monthly charges for the subscription multiplied by the number of remaining months in the Initial Term at the date of termination, plus any set up charges (if there is any).