

OUR CUSTOMER TERMS CLOUD SERVICES – CHECK POINT HARMONY ENDPOINT PROTECTION

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OUR CUSTOMER TERMS

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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](#).

1 ABOUT THE CHECK POINT HARMONY ENDPOINT PROTECTION SECTION

- 1.1 This is the Check Point Harmony Endpoint Protection 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/customer-terms/business-government/cloudservices> 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.
- 1.4 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:

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- 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: https://www.checkpoint.com/downloads/service_level_agreement/support-sla.pdf (**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 Advance:** 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; 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.

(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

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provider in accordance with their support agreement available at:
https://www.checkpoint.com/downloads/service_level_agreement/support-sla.pdf.

- 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 continue your subscription for one or more of your Check Point Harmony Applications due to changes made to the service under clause 3.4, 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

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- (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.

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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

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- 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.