



Firewalls and Managed Security Specific Terms and Conditions

1 DEFINITIONS AND INTERPRETATION

These Specific Terms and Conditions are to be read in conjunction with our General Terms and Conditions of Supply. All definitions set out in the General Terms and Conditions of Supply shall, unless otherwise specified below, have the same meaning when used in these Specific Terms and Conditions. For the purpose of these Specific Terms and Conditions:

“Address” means the address specified on the Customer Order Form.

“Company” or “we” means Zen Internet Ltd, having the registered number 3101568 also where the context permits its assigns and any sub-contractor for the Company.

“Customer Order Form” means the order form for the supply by the Company of the Equipment and/or Services, completed by, or in accordance with an order from, the Customer;

“Firewall” means a device for the detection, obstruction, destruction and/or prevention (as applicable) of computer viruses, trojans, worms, unauthorised access or use and/or any similar act or thing which may affect a computer system, or network.

“Hire Agreement” means the hire agreement entered into between the Company and you for the hire by you of the Firewall (where specified in the Customer Order Form).

“Managed Security Service” means the provision by us of management and monitoring of your Firewall

as further described in these Specific Terms and Conditions, at <http://www.zeninternet.co.uk/firewalls>, and in the Company's literature at the date of completion of the Customer Order Form.

“Minimum Cancellation Notice Period” means the period described at Clause 9.3.

“Minimum Service Period” means the period described at Clause 5.2.

“Service Level Agreement” or “SLA” means the Service Level Agreement relating to the Managed Security Service and any Firewalls supplied by the Company which describes the service levels to be met by the Company, set out on the Company's Web site at the date of Completion of the Customer Order Form.

“Telecommunications Circuit” means a circuit which allows the transmission of IP/TCP data.

2 FIREWALL

2.1 Subject to the terms and conditions of the Agreement, we agree to supply and you agree to purchase (or hire, where the Customer Order Form specifies a Hire Agreement) the Firewall (if any) specified in the Customer Order Form and described at <http://www.zen.co.uk/firewalls> in the Company's literature at the date of completion of the Customer Order Form.

2.2 Upon completion of the matters referred to at Clause 2.3 of our General Terms and Conditions of Supply, one of our technical consultants will contact you to discuss your Firewall configuration. As soon as reasonably

possible after that we will build your Firewall configuration to meet your network and Internet security specifications in accordance with the information provided by you in the Customer Order Form and to our technical consultant. Once built, we will send your configuration data to you on a storage device reasonably selected by us. At the same time we will place an order with our supplier for the Firewall. We will notify you as soon as possible once the Firewall is ready for dispatch. We will use all reasonable efforts to ensure that the Firewall is delivered to you within 48 hours of finalising the configuration and to notify you, at least 24 hours in advance of the delivery date.

2.3 Any Firewall to be supplied by us shall be delivered to you by us sending it or procuring that it is sent to the Address. You agree that you will notify us, of any defects in any Firewall which we supply to you, within 15 days of delivery of that Firewall.

2.4 Any Firewall sent by us to you shall be at your risk from the point of delivery in accordance with Clause 2.3 above.

2.5 You agree that you will be responsible for installation of any Firewall supplied by us and for connecting it to the Telecommunications Circuit and power supply at the Address.

3 MANAGED SECURITY SERVICES

3.1 Where we have agreed to supply you with a Managed Security Service and the relevant Firewall, you must notify us as soon as possible following receipt and installation by you of any Firewall (at the Address) which we have supplied. Where we have agreed to supply you

with a Managed Security Service for a Firewall which we have not supplied, you must notify us as soon as possible once your Firewall is ready to be accessed by us. We will use all reasonable efforts to activate the Managed Security Services within 48 hours of successful installation and/or connection of the relevant Firewall by you in accordance with any instructions we may give or send to you for that purpose.

3.2 Once the Managed Security Services are activated, we shall provide online Firewall usage reports detailing the activity of your Firewall and will endeavour to provide you with a standard Firewall usage report monthly as specified in accordance with the Customer Order Form.

4 SERVICE LEVELS/CREDITS

4.1 We shall provide the Managed Security Service in accordance with these Specific Terms and Conditions and subject to the applicable Service Level Agreement (as specified on the Customer Order Form).

5 SERVICE PERIOD

5.1 Whilst we will use reasonable endeavours to provide the Services and/or Equipment to you within any timescales specified by us or agreed with or requested by you, we will not be liable to you for any delay in providing or failure to provide the Services and/or Equipment within such timescales. All delivery and/or completion dates specified by us are estimates only and we cannot guarantee that they will be met.

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5.2 Unless otherwise terminated or suspended in accordance with the Agreement the Managed Security Service shall be provided for a Minimum Service Period of 12 months from the date of activation.

5.3 On expiry of the Minimum Service Period, this Agreement will continue until terminated in accordance with Clause 9. Where you have purchased (as opposed to hired) the Firewall from us and the Agreement continues after the Minimum Service Period, you will be required to pay either:

(a) a Unified Threat Management software licence renewal fee to enable us to provide you with the Unified Threat Management software security features and to enable us to provide you with on-going firmware updates and support and next Business Day Hardware swap-out ; or

(b) a FortiCare software licence renewal fee to enable us to provide you with on-going firmware updates and support and next Business Day Hardware swap-out. For the avoidance of doubt, this licence does not include the Unified Threat Management software security features

5.4 On expiry of the Minimum Service Period (the "Renewal Date"), and on each subsequent anniversary of the Renewal Date, we shall automatically renew the Unified Threat Management licence for a period of 12 months, unless you inform us that you wish to purchase a FortiCare software licence, at least 21 days prior to the Renewal Date. We will contact you prior to the Renewal Date to remind you when the licence is due to expire and to give you the option to terminate the licence. For the

avoidance of doubt, once the licence has been renewed, the licence fee shall be non-refundable.

5.5 On expiry of the Minimum Service Period, this Agreement will continue until terminated in accordance with Clause 9. Where you have purchased (as opposed to hired) the Firewall from us and the Agreement continues after the Minimum Service Period, you will be required to pay any applicable software licence renewal fee in respect of the software licence required for the Managed Security Service.

6 CONDITIONS OF USE

6.1 You agree that you will be responsible for all use of the Managed Security Service and any local access to the Firewall. You agree that you are responsible for complying with all terms and conditions (including, without limitation, terms of payment) relating to any telecommunications service which is required by you to access or receive the Managed Security Service.

6.2 You agree to:

- a) provide an authorised technical contact, authorised contact number, and pass phrase, to keep any records of such details in separate places and take all necessary steps to ensure the security of such records;
- b) without prejudice to the General Terms and Conditions, keep such information private and confidential and ensure, at all times, that it (or they) does (do) not become known to any unauthorised personnel.

6.3 You agree that you will notify us immediately if you become aware of any change in

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circumstances which may lead you to believe that such information has become known to any unauthorised personnel.

- 6.4** You agree that we may, from time to time, suspend and/or change your pass phrase (at our discretion if we feel that such step is in the interests of security).
- 6.5** In the event that you wish to make alterations to configuration of any Firewall which we have supplied and in relation to which we have agreed to supply the Managed Security Service, you agree to contact our Business Support Unit ("BSU") team to request such changes. Upon confirmation of authorisation, our BSU will make such changes.
- 6.6** Any fault with the Services and/or the Equipment (in relation to which a "fault" shall mean a failure in any Firewall which we have supplied to you and which is preventing dataflow across the Firewall), which you detect must be reported to us as soon as possible either:
- a) by telephone to the BSU team on 0845 058 9030 during Business hours or;
 - b) to such other telephone number as we may notify to you from time to time for this purpose.

7 CHARGES

- 7.1** Except as otherwise provided in the Agreement, all Charges and other sums due from you in respect of the Services and/or Equipment shall be set out in the Agreement and/or the invoice relating to such Equipment and/or Services.

- 7.2** You shall pay the Charges (without any set off or deduction of any kind) on either a monthly, quarterly or annual basis as stated in the Agreement and/or the invoice referred to at Clause 6.1 above by direct debit (unless we agree an alternative method).
- 7.3** All amounts payable by you in accordance with the Agreement shall be exclusive of Value Added Tax ("VAT"), or any other applicable tax or duty, which shall be payable in addition to all such amounts due from you.
- 7.4** Where the Customer has a 30 day credit account, we will send you a VAT invoice following completion of the provision of the Services. Where you have no credit facility, we will send you a VAT receipt following receipt by us of your payment.
- 7.5** You agree that you will notify us as soon as possible of any change in your credit/debit card or bank account details. Should you terminate the Services in accordance with this Agreement, it is your responsibility to terminate any standing order with your bank.

8 TRANSFERABILITY

- 8.1** Where we have agreed to supply you with a Managed Security Service, you shall ensure that the relevant Firewall(s) shall remain situated at all times at the Address. Neither the Managed Security Service nor the relevant Firewall(s) may be transferred between locations, Firewall(s), and / or telecommunications lines (as applicable) without our prior written consent.

9 TERMINATION

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9.1 Once the Managed Security Service has been activated, you may only end this Agreement (insofar as it relates to such Services) by notice equal to the Minimum Cancellation Notice Period which must expire at any time on or after the expiry of the Minimum Service Period (or any renewed service period agreed between the parties if applicable).

9.2 We may terminate the Services by notice equal to the Minimum Cancellation Notice Period (to expire on or after the expiry of the Minimum Service Period or any renewed service period agreed between the parties) without incurring any liability.

9.3 Unless otherwise stated, the Minimum Cancellation Notice Period is 30 days (to expire on or after the expiry of the Minimum Service Period or any renewed service period agreed between the parties).

9.4 Subject to the above, the termination provisions of our General Terms and Conditions of Supply apply.

10 NOTICES

10.1 You agree to keep the contact details which you have provided to us up to date. Any notice or other information to be served by us on you in accordance with this Agreement will be validly sent if in writing and sent by either e-mail or first class post to your last known e-mail or postal address. Any notice sent by first class post will be deemed served two days after posting. Any notice sent by e-mail will be deemed served on the day that it is sent.

10.2 Any notice to be served on us must be in writing and sent either by pre-paid first class post to our registered office or by e-mail to retentions@zen.co.uk or to such other address as may be specified by us to you for this purpose from time to time. Any notice sent in accordance with this sub-clause will only be deemed served if and when you have received a written acknowledgement from us.

11 LIABILITY

11.1 You acknowledge and agree that (save where such fault and/or failure arises as a direct result of any configuration carried out by us in relation to such Equipment) we shall not be liable for any failure and/or delay in the Services to the extent that it is caused, or contributed to (whether directly or indirectly) by, nor for, any failure of a Firewall and/or any other equipment which has not been supplied by us.

11.2 We do not guarantee that any Firewall (whether supplied by us or a third party) will detect, obstruct and/or prevent any viruses, trojans, worms or unauthorised access to your network and/or computer system.

11.3 Where we agree to supply you with a Firewall for purchase by you, and the manufacturer of, or any other supplier from who we may directly or indirectly receive or purchase, that Firewall, offers a warranty for your benefit, we will use all reasonable endeavours, but shall not be obliged, to ensure that you receive the benefit of any such warranty for its duration.