

**1. Introduction:**

- 1.1. FirstNet, in partnership with Fortinet, offers end user's ("Customer") access to a cloud-based software as a service, which provides an end-point protection platform, based on alerts communicated by collectors deployed in the Customer's network ("FirstNet EDRaaS") which can be supplemented by an additional alert management service whose aim is to ensure that all customer alerts are acknowledged and addressed accordingly ("FirstNet Managed EDRaaS");
- 1.2. The FirstNet EDR and FirstNet Managed EDR are only available to Customer's who have purchased their Fortinet licenses from FirstNet and is not available to Customer's who have purchased their Fortinet licenses from any third party;
- 1.3. The Customer acknowledges and accepts that the FirstNet EDRaaS and FirstNet Managed EDRaaS (collectively hereinafter referred to as the "Service") are subject to all applicable terms and conditions prescribed by Fortinet available on the website [www.fortinet.com](http://www.fortinet.com) (and specifically <https://www.fortinet.com/corporate/about-us/legal>) which terms and conditions are expressly incorporated herein by reference.
- 1.4. The Customer acknowledges and accepts that the availability and use of the Service is subject to the Customer complying with the minimum system requirements as prescribed by FirstNet, as updated and amended from time-to-time, details of which will be provide to the Customer on written request. The Customer is solely responsible for ensuring compliance with the minimum system requirements.
- 1.5. The maximum number of endpoints are as stated on the Service Schedule concluded between FirstNet and the Customer in respect of the Service.

**2. Service Overview:**

- 2.1. The FirstNet EDRaaS delivers threat protection both pre- and post-infection in real time. The FirstNet EDRaaS incorporates techniques to: prevent malware infection, detect and defuse security threats and to provide automated response and remediation with customisable playbooks.
- 2.2. The FirstNet Managed EDRaaS provides round the clock monitoring in order to provide protection for the Customer's risk profile. For malicious alerts, FirstNet will actively contact the Customer to provide guidance to mitigate the threat.

**3. FirstNet EDR.**

- 3.1. The FirstNet EDRaaS is delivered through the FirstNet EDRaaS cloud platform which is managed by FirstNet on a twenty-four (24) hours a day seven (7) days a week basis.
- 3.2. The FirstNet EDRaaS has a service availability target of 99.9%, with platform functionality available for 99.8% in any given calendar month.

**4. FirstNet Managed EDRaaS.**

- 4.1. FirstNet Managed EDRaaS is only available to Customers who have already subscribed FirstNet EDRaaS.
- 4.2. The FirstNet Managed EDRaaS is delivered on a twenty-four (24) hours a day seven (7) days a week basis. The FirstNet Managed EDRaaS provides threat monitoring, response and analysis of events in the Customer's environment, as reported to the FirstNet EDR console.
- 4.3. The Service also provides the Customer the ability to request assistance through raising a ticket with the FirstNet service desk following the support procedure outlined in FirstNet's Rapid Response Guide

available at <https://www.firstnet.co.za/wp-content/uploads/2021/08/FirstNet-Rapid-ResponseGuide.pdf>. FirstNet will respond support requests within twenty-four (24) hours.

- 4.4. The FirstNet Managed EDRAaS consists of the following pro-active security elements:
  - 4.4.1. **malicious and suspicious events.** The aim is to act upon malicious and suspicious events within a target of twenty-four (24) hours of the generation of the event, in the FirstNet EDR console.
  - 4.4.2. **Inconclusive, PUP, and safe events.** The aim is to act upon inconclusive, PUP, and safe events within a target of forty-eight (48) hours of the generation of the event, in the FirstNet EDR console.
- 4.5. The Service does not include any escalations to Fortinet where specific further analysis is required.

## 5. Scope and Conditions

- 5.1. Customer Requirements
  - 5.1.1. In the event that continued provision of the Service to the Customer may compromise the integrity or security of the Service or FirstNet's and/or Fortinet's systems, networks or reputation, the Customer agrees that FirstNet may permanently or temporarily limit or suspend these FirstNet EDRAaS or FirstNet Managed EDRAaS to the Customer at FirstNet's sole discretion.
  - 5.1.2. Customer agrees to use the FirstNet EDRAaS or FirstNet Managed EDRAaS for legitimate and lawful business purposes only. Unless otherwise expressly agreed to by FirstNet in writing, the FirstNet EDRAaS and FirstNet Managed EDRAaS are provided for the Customer internal business use and shall not be resold to third parties or used for managed services. The Customer is responsible for ensuring that its usage of the Service shall be in accordance with all applicable laws (including, but not limited, privacy and security laws) and proper controls and processes shall be implemented in this respect. Therefore, FirstNet explicitly advises the Customer to always assess and ensure that the usage of the Service complies with local legislation prior to its any deployment.
  - 5.1.3. The Customer understands that the FirstNet EDRAaS and the FirstNet Managed EDRAaS are designed to supplement and support, but not to replace, the implementation of an effective end-user computer usage policy by the Customer across its organization.
  - 5.1.4. The Customer is responsible for correcting technical issues and minimising the recurrence of technical issues that may prevent FirstNet from meeting the service levels or availability targets.
  - 5.1.5. The Customer accepts that the Service is dependent on the Customer at all times having an adequate and stable internet connection.
  - 5.1.6. All communication with FirstNet assigned resources shall be conducted in a professional manner. The Customer is expected to assign qualified personnel to facilitate the successful delivery of the Service.
  - 5.1.7. The Customer shall fully indemnify and hold FirstNet harmless from and against any and all claims, liabilities, losses, damages, penalties or fines, including all reasonable legal fees, arisen directly or indirectly as a consequence of its breach of these terms and conditions by the Customer and/or due to the misuse the underlying Service;
- 5.2. FirstNet Managed EDRAaS requirements
  - 5.2.1. The Customer shall comply with the pre-requirements for the FirstNet Managed EDRAaS, details of the pre-requirements can be provided to the Customer on written request to [support@firstnet.co.za](mailto:support@firstnet.co.za).
  - 5.2.2. Through experience, FirstNet has learned that the quality of its services is greatly impacted by Customer participation. Accordingly, the Customer will provide in a timely fashion all information,

support, approvals and resources needed by FirstNet team to successfully deliver the FirstNet Managed EDRaaS. In particular, the Customer shall:

- 5.2.2.1. Provide relevant application knowledge associated with an alert or a request.
  - 5.2.2.2. Provide any other data that FirstNet may reasonably request in order to reproduce operating conditions similar to those present when the relevant alerts or issues occurred.
  - 5.2.2.3. Carefully monitor emails from FirstNet on an on-going basis as a requirement for the delivery of the FirstNet Managed EDRaaS.
  - 5.2.2.4. To remediate vulnerabilities on protected systems within fourteen (14) days of any threat notification by FirstNet. The Customer agrees that FirstNet's response time targets as documented in 4.4 do not apply to protected systems that are pending remediation for more than fourteen (14) days after initial notification by FirstNet.
- 5.3. In the event of any data loss or corruption, FirstNet will have no responsibility for any endpoint recovery or any re-installation of operating systems, applications, or software.

## **6. General Conditions**

- 6.1. There are regularly scheduled maintenance of the underlying infrastructure which takes place on the first and third Sunday of each month between 02.00 and 11.00 (EST). During the maintenance, reasonable efforts will be made to perform such maintenance without any service disruption. It may occur during these maintenance windows that the EDRaaS cloud platform is unavailable for up to thirty (30) minutes. During this time, data collection will not be disrupted, and end-points will remain protected.
- 6.2. In the event that the integrity of the Service is at risk, FirstNet may perform emergency maintenance actions at their sole discretion.
- 6.3. The Customer acknowledges and agrees that: (a) FirstNet EDRaaS and FirstNet Managed EDRaaS are subject to intrinsic reliability and technical limitations; (b) FirstNet EDRaaS and FirstNet Managed EDRaaS help to prevent, find or eliminate malware and security breaches but it is technically impossible to guarantee email or network security as no security device or service can guarantee full security or the blocking of all known malicious activity; and (c) FirstNet accepts no liability for any damage or loss resulting directly or indirectly from any failure of FirstNet EDRaaS and FirstNet Managed EDRaaS to detect malware, malicious activity or for false positives including security breach, data loss, data corruption, and service interruptions and/or degradations of the Company's network, systems. As such FirstNet does not and will not accept liability for any losses or damage suffered by the Customer in this regard.
- 6.4. Unless otherwise specified, the FirstNet EDRaaS and FirstNet Managed EDRaaS will be delivered in English and remotely.
- 6.5. The scope of the Service is limited to the FirstNet EDRaaS and FirstNet Managed EDRaaS as outlined in this document. Any request by the Customer for services beyond the duration or scope will be provided at FirstNet's discretion and billable at the then-current rate.
- 6.6. All FirstNet Managed EDRaaS levels described in this document are targets which FirstNet will use reasonable efforts to achieve and are measured on receipt of an alert in the FirstNet EDRaaS cloud platform.
- 6.7. By purchasing the FirstNet EDRaaS and/or FirstNet Managed EDRaaS, Customer understands and agrees that FirstNet is not obligated to provide the service if Customer fails to meet the requirements under section 1.4.
- 6.8. FirstNet will retain the configuration and any associated data only for a period of fourteen (14) days to allow data collection or service re-initiation following termination or expiration of the Service or the

end of agreed Service's evaluation period. Once such period is elapsed, the Customer instance will be deleted along with any associated data.

- 6.9. Customer represents and warrants that it has all rights, permissions, and consents necessary to: (a) submit personal data to deliver the FirstNet EDRaaS, FirstNet Managed EDRaaS, and necessary support; and (b) grant FirstNet (and where applicable Fortinet) the right to process personal data for the provision of the FirstNet EDRaaS, FirstNet Managed EDRaaS, and support: (i) as required by applicable law; (ii) as reasonably requested by the Customer; (iii) as necessary to provide the FirstNet EDRaaS, FirstNet Managed EDRaaS, and related support, and prevent or address technical problems or violations of the FirstNet EDRaaS, FirstNet Managed EDRaaS; and (iv) as set forth in the following sentence. FirstNet will process the personal data that FirstNet receives through the Service pursuant to: (a) a data processing agreement executed between the parties where required under applicable law, (b) the provisions of the FirstNet Privacy Policy located at the following [link](#), as updated from time to time; and (c) where the personal data is processed by Fortinet, Fortinet shall process the personal data in accordance with its privacy policy located at <http://www.fortinet.com/aboutus/privacy.html> , as updated from time to time. When the FirstNet EDRaaS or FirstNet Managed EDRaaS provides Customer with new personal data that Customer did not already possess (such as the Service's determination that a particular email poses a security threat), Customer may use this new personal data solely for Customer's lawful internal cybersecurity purposes.

## **7. Service Availability Levels**

- 7.1. The service availability levels described in this document are targets which FirstNet will use reasonable efforts to achieve and will exclude delays related to Service unavailability or disruption caused by any of following events, without limitation:
- 7.1.1. scheduled maintenance or emergency maintenance;
  - 7.1.2. Customer's initiated changes whether implemented by Customer or FirstNet or a third party on behalf of Customer;
  - 7.1.3. Customer's failure to adhere to FirstNet implementation, support processes and procedures;
  - 7.1.4. acts or omissions of the Customer, its employees, agents, third party contractors or vendors or any third party accessing the Service;
  - 7.1.5. any violations of the Customer of these terms and conditions;
  - 7.1.6. any event not wholly within the control of FirstNet;
  - 7.1.7. negligence or willful misconduct of the Customer, or others authorized by the Customer to use the Services provided by FirstNet;
  - 7.1.8. any failure of any component for which FirstNet is not responsible, including but not limited to all Customer infrastructure including electrical power sources, networking equipment, computer hardware, computer software or email content;
  - 7.1.9. any failures that cannot be corrected because the Customer, its systems or networks are not reasonably accessible to FirstNet. It is the Customer's responsibility to ensure that contact details are kept up to date and to confirm or update the existing the technical contact details.