

Firewall-as-a-Service Service Schedule

This Service Schedule forms part of your company's Agreement with NOW and should be read in conjunction with NOW's Business Customer Terms and Conditions which can be found <https://www.nownz.co.nz/terms-conditions/business-terms-and-conditions/>. In the event of any inconsistency between this Service Schedule and any other clause of the Agreement, this Service Schedule takes precedence.

1. Overview

This agreement applies whenever NOW provides services of any kind or does anything else for NOW business customers or other non-residential customers except where a separate written agreement covers other services we provide. In this agreement, we have used "we" or "us" for NOW providing services for you, "you" for the customer and "service" or "services" to cover all goods and services of any kind we provide and anything else we do.

The following Service Schedule applies to our business customers who have the NOW Firewall-as-a-Service (FaaS) Service.

2. Service inclusions and options

2.1 Service Description

The NOW FaaS service is a next generation hosted firewall which will protect your entire organisation through a centrally managed, logical device with a unified application-aware security policy. NOW's FaaS Service provides you with a managed virtual firewall device that is dedicated to your organisation (unless you agree in writing that it is shared with other entities). The FaaS service includes firewall management, monitoring and maintenance by experienced security analysts. We will alert you when our monitoring indicates there is an issue with your service, and will respond to you if you believe there is an issue being caused by our service.

The FaaS service does not include internet access as part of the subscription. This can be purchased separately.

The FaaS service is typically deployed as an option for customers of NOW's SD WAN service, preventing the need for the customer to host a dedicated firewall on their premise. The FaaS service does not include any SD WAN services as part of the subscription.

The SLAs pertaining to this service are detailed in Section 4 of this schedule.

2.2 Service inclusions

The FaaS service includes the following service elements:

- High Availability Firewall instance hosted centrally in our datacenters
- Software subscriptions for the firewall
- All initial and ongoing configuration of firewall
- User login to the firewall at an agreed level of access
- Event, incident and problem management
- Asset management, including ongoing backup and storage of firewall configuration information; and
- Ongoing software upgrades to the firewall as needed and determined by NOW.

2.3 Service provision

Our network delivery team will install the FaaS instance in our hosting facilities. Our network delivery team will configure the firewall based on the policies and configuration details provided by you. Migration from your existing firewall(s) will involve translation and rationalization of your existing firewall rules and policy

We'll notify you by email when the FaaS service installation is complete. At this stage the service will be operational and standard support processes will apply.

3. Service terms

1. Installation fees will apply. The fees will depend on the complexity of your existing firewall configuration and the agreed migration process. We will agree the installation fees with you before we purchase equipment and/or begin configuration and installation.
2. If a Service is cancelled during provisioning and before completion you must pay NOW for any costs incurred as a result of site audits, work already completed and any costs incurred as a result of NOW cancelling orders submitted to third party providers.
3. We will inform you if there are additional design, build, installation and/or project management fees that are not covered by our standard installation fees. We will provide you with a separate statement of work for complex deployment projects.
4. We will charge you a one-off fee for any Service Requests that require us to make changes to your system. Charges will apply to all Standard and Complex Service Request items detailed in section 4.2 of this Service Schedule. Charges for Service Requests will be charged on at the time and materials labour rates listed in your Service Subscription Agreement which we will agree with you prior to performing any work required.
5. The FaaS service will remain in place for the term specified in your Business Services Subscription Agreement. At the end of that term you will agree to a new term or terminate the service. If no new term has been agreed within 30 days of the term specified in your Business Services Subscription Agreement, then the FaaS service will be withdrawn.
6. From time to time we will need to make updates to firmware and software associated with the service. We will inform you at least 5 business days before these updates are made except where these updates are required to remedy a Priority 1 (P1) or Priority 2 (P2) service incident.
7. There will also be dynamic content updates to the firewall as determined by the firewall vendor. These include antivirus, application, and threat signatures, URL filtering databases, and malware signatures. These will be applied automatically on a regular basis. These will not be notified to you.
8. Customer requirements:
 - a) It is your responsibility to compile and sign off the final firewall configuration for your FaaS service prior to us configuring the service. Any changes you make after the final firewall configuration has been provided to NOW will be treated as a Service Request.
 - b) It is your responsibility to establish your own security policies. We will advise if we think these policies pose a risk to your organisation, or if this policy shadows other set policy. NOW will implement your policies as detailed and signed off by you.
 - c) It is your own responsibility to provide a network administrator to connect the NOW FaaS service to your network.
 - d) It is your own responsibility to maintain your LAN / WAN or computer equipment.

4.0 Service Levels

4.1 Provisioning

NOW will provide you with a target date for the deployment of services and commencement of the Service. Our provisioning times start on the date that you have provided all of the information we require to design, build and provision the service, and end when the service is deployed and ready for use.

Provisioning and service request times are indicative only and actual provisioning times may change depending on a number of factors such as:

- The availability of FaaS hardware;
- Approved configuration details and policy rules from you;
- Any other factor that is beyond our reasonable control.

4.2 Service Requests

A service request is any change to your provisioned service. Example of service request types are as follows:

4.2.1 Standard changes

A standard change is a change that will take NOW less than two hours to complete (including change management time). This may include, but not limited to:

- Add or change to firewall objects, and/or firewall policy, as defined by you
- Add or change to Next Generation features such as URL Filtering, IPS or Anti-Virus Profiles

Standard changes will be charged on a time and materials basis and will be agreed with you prior to the change being made.

4.2.2 Complex changes

A complex change is a change that will take NOW more than two hours to complete (including change management time). This may include, but not limited to,

- Provision a new firewall and / or migrate services from an existing firewall.
- A collection of several simple changes grouped together into a single change
- Add or change to firewall or NAT policy, where this is considered a complex change, is requested to be done outside of hours, or in conjunction with you or a 3rd party
- Add or change to site to site IPSEC VPNs, or SSL VPNs
- Addition of a new interface/zone

Complex changes will be charged on a time and materials basis and will be detailed in a statement of work which you will agree to before work is started.

4.2.3 Service Request Targets

The Service Targets for the provisioning and service requests of your Service are as follows:

DESCRIPTION	SERVICE TARGET (BUSINESS DAYS)
Standard Service Request	3 days
Complex Service Request	As agreed

4.3 Service Assure

- NOW will provide the Customer with access to the NOW Service Assure during standard support hours to record an Incident or Service Request relating to the Services.
- NOW Service Assure will receive an Incident or Service Request from a Customer via email or phone. All Priority 1 service incidents must be reported by phone.
- NOW Service Assure are the primary point of contact for the recording and managing of all technical support related Incidents and Service Requests.

- The Customer must report perceived P1 and P2 Incidents to NOW Service Assure by phone to ensure prompt attention and support.
- All phone calls will be answered by a NOW service agent who will record the Incident and assign a Priority.

The target service assurance restoration levels cover;

- response times
- restoration targets
- status updates

SERVICE LEVEL	SERVICE TARGET
Response time	
Priority 1	30 mins
Priority 2	60 mins
Priority 3	120 mins
Restoration target	
Priority 1	4 hours
Priority 2	8 hours
Priority 3	24 hours
Status update	
Priority 1	30 minutes
Priority 2	90 minutes
Priority 3	180 minutes

Priority level definitions

- **Priority 1** – Severe business impact. Critical business services down.
- **Priority 2** – Medium to High business impact. Non-critical services down. Service degradation
- **Priority 3** - Minor service degradation, specific service functionality unavailable

Response time starts when we receive a valid service fault notification and ends:

- When our own diagnosis has been completed from automated systems
- When we advise you that a fault has been identified and that work has commenced to identify the fault;
or
- When we advise that a site visit is necessary

Restoration time is the period commencing from when we receive a valid service fault report and ends:

- When the Service is restored to full working order; or
- When a temporary repair is performed which allows the service to be used.

Status update may be in the form of advice received from us that the fault has been determined by remote diagnostics to be our responsibility and that we have commenced work to resolve that fault; that a site visit is necessary;
or on the progress made on correcting the fault and the estimated restoration time.

Valid service fault notification. A valid service fault notification is deemed to follow this process:

- Notification to the appropriate support channel as listed in this document.
- Customer to include the following information:
 - Customer name;

- Service ID of the Service affected by the Incident (if available);
- Name and contact details of the person reporting the Incident on behalf of the Customer;
- Description of the Incident;
- Details of any diagnostics that have been performed by the Customer;
- Customer Site contact;
- Name and location of the Customer Site that is affected by the Incident; and
- Business or trading hours of the site.

4.4 Availability

SERVICE	AVAILABILITY TARGET
Firewall as a Service	99.9%

Availability is measured as minutes in year less site outage time divided by minutes in year. Exclusions from outages include:

- Customer-induced outages
- DNS issues outside the direct control
- Omissions or malfunctions of third parties, including any other network and communication suppliers, infrastructure suppliers, cloud services suppliers and hardware suppliers.
- Planned outages
- Acts of god (e.g. earthquake)

In the event that a disruption does occur, interruptions should be logged promptly with our NOW Service Assure.

4.5 Planned Outage

On the occasions that we need to undertake an outage, we will attempt to give you a minimum of 5 business days' notice of the timing and duration of the planned interruption. At times, however we may have to action a planned notice with less than 5 business days. We aim to keep the timings and durations of planned interruptions as advised, however in some exceptional circumstances we may need to reschedule or increase the duration, with less notice than 5 business days.