

1. About this Service Schedule for Fortinet Security Products

1.1. This Service Schedule applies to Fortinet security products and services (**Fortinet Security Products**), IT recovery and cyber security services that you order from us under a Quotation. It is to be read and interpreted in accordance with our Terms of Service at <https://axient.com.au/legal/terms-of-service> and the other documents that comprise the Agreement. Words starting with a capital letter in this Service Schedule that are not otherwise defined in this Service Schedule have the meanings given to them in the Terms of Service.

2. Fortinet Security Products

- 2.1. The Fortinet Security Products provide you with (among other things) access to security services that are hosted on physical or virtual hardware appliances. Services related to the Fortinet Security Products are provisioned and maintained by our Personnel.
- 2.2. While we may provide general information and options regarding your security framework, such information is not advice and is provided on an "as is" basis.
- 2.3. Notwithstanding any communications between the parties, it is your responsibility to select the options that are most appropriate for your cybersecurity needs and you warrant to us that you have conducted all investigations and made all necessary inquiries in order to satisfy this requirement.
- 2.4. Our provision of the Fortinet Security Products may be subject to a service level agreement provided or published by the Vendor of the Fortinet Security Products from time to time. Subject to the Agreement, we may vary any such service level agreement as required by providing you with at least 10 (ten) Business Days' notice.
- 2.5. You agree to use Fortinet Security Products only in accordance with the Agreement and the Vendor Terms.
- 2.6. You and your End Users must comply with the Vendor Terms. The Vendor Terms will, among other things, grant you a right to use the Fortinet Security Products and specify associated obligations. The Vendor Terms may be detailed in a licence issued by the Vendor and appended to the Quotation or any invoice that we issue to you for Fortinet Security Products or otherwise referred to or annexed to a Quotation.
- 2.7. We will not be liable for any activity associated with the use of the Fortinet Security Products (unless it is caused by our wilful breach of the Agreement) and you warrant that you will fully

indemnify and hold us and our Personnel harmless, in relation to any such matters.

- 2.8. We will use our best endeavours to make Fortinet Security Products available to you 24 hours a day, 7 days a week. However, you acknowledge that the Fortinet Security Products may be unavailable at times, due to various factors including but not limited to network maintenance, peak congestion or Your Equipment failure. You further acknowledge that we do not guarantee the speed, performance or quality of the Fortinet Security Products, although certain credits or rebates may be available under applicable Vendor Terms.
- 2.9. Emergency maintenance and scheduled maintenance in relation to the Fortinet Security Products may be required from time to time. Should this be necessary, we will provide as much notice as is reasonably practicable and will endeavour to conduct such maintenance at times that are unlikely to impact most clients.
- 2.10. Fees may include establishment, monthly recurring (which may be invoiced in advance), usage-based and other associated charges (including for hardware, software and professional services).
- 2.11. If there is a data allowance associated with a particular Fortinet Security Product and it is not used within the period for which it is provided, it does not roll-over into a subsequent period.
- 2.12. You acknowledge that devices connected to a network, and particularly those connected to the Internet, are subject to security threats and that no representation, warranty or guarantee has been provided that Fortinet Security Products will be able to completely eliminate all or any specific types of security vulnerabilities or threats on your network. You agree that we will not be held responsible or liable for ensuring the security, privacy or integrity (including threats arising from viruses, trojans, worms, hacking tools or any other harmful component) of any of Your Data held on devices connected to the Fortinet Security Products either directly or indirectly or transmitted to another location using Fortinet Security Products. You must fully indemnify and defend us in relation to any claim relating to the matters referred to in this clause.
- 2.13. Without limiting clause 2.12 above (and without making any warranty or representation), we recommend that you takes up all appropriate options within the Fortinet Security Products and employ other security technologies in conjunction with the Fortinet Security Products. We may agree to assist you in regards to the

latter, as an additional Ordered Product and Service, subject to your payment of our then current rates.

- 2.14. You will use your best endeavours to identify whether a fault is related to a Fortinet Security Product or is within your own network, Your Equipment or otherwise within your responsibility, prior to contacting us for support. Should you request after-hours support and the fault is found not to be related to a Fortinet Security Product, we may impose a professional service fee at our then current rates for the time we spent communicating with you about the fault and investigating it.
- 2.15. Nothing in this Service Schedule limits any limitation, exclusion or indemnity contained in the Terms of Service.

3. IT Recovery Services

- 3.1. If IT recovery services are specified in a Quotation, we will provide you with IT recovery services in accordance with the Documentation, Vendor Terms and Specifications.
- 3.2. We will only modify your access or login credentials and/or account details in accordance with and pursuant to your written instructions.
- 3.3. We have no obligation to provide any encryption of Your Equipment and/or implement data integrity, data governance, application build automation and deployment, identity and access review or data loss prevention in the course of the provision of the IT recovery services, except as expressly specified in a Quotation.
- 3.4. Where expressly set out in a Quotation, we will use our reasonable endeavours to restore Your Data following a security incident if we have informed you that we consider that restoration may be viable. Except where we are expressly required to backup Your Data in accordance with a Quotation as part of the Ordered Products and Services, we have no other obligation to backup Your Data.

4. Cyber Security Training Services

- 4.1. If cyber security training services are specified in a Quotation, we will provide cyber security training to your Personnel and/or End Users online or at an agreed location, on the days and hours set out in a Quotation.
- 4.2. If such cyber security training services are not carried out at our premises or online, you will be responsible for all reasonable costs and expenses of our Personnel in connection with travel to and attendance at the training, including with respect to accommodation, meals

and transport (**Training Expenses**). You must reimburse us for all Training Expenses that we incur within 14 days of the date of any invoice we issue to you for Training Expenses.