

Specific Service Terms – Managed Security Awareness
and Training

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(Calibre One)

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Specific Service Terms - Managed Security Awareness and Training

1. ABOUT THESE SPECIFIC SERVICE TERMS

- 1.1 These are the Specific Service Terms – Managed Security Awareness and Training part of the Agreement between Calibre One and the Customer.
- 1.2 This Agreement is comprised of our General Service Terms (including the Schedules to the General Service Terms), these Specific Service Terms – Managed Security Awareness and Training, and any other Specific Service Terms applying to the Customer for the Services selected in the Scope of Works.
- 1.3 Calibre One has presented and the Customer has accepted a Scope of Works which includes the provision of Managed Security Awareness and Training (**Managed Security Awareness**) to the Customer's Business for its training requirements. The Scope of Works is for the provision of the Managed Security Awareness service (and any other services or things as set out in the Scope of Works) and has been prepared based upon any inspection by Calibre One of the Information Technology used by the Customer in the ordinary course of the Customer's Business conducted at the Customer's Premises.
- 1.4 The Customer warrants that before this Agreement is entered into it has given full and complete disclosure to Calibre One of all its needs and requirements in respect of Information Technology for its Business and Calibre One entered into this Agreement in reliance on that disclosure.
- 1.5 Calibre One and the Customer have entered into this Agreement to set out the terms on which Calibre One will provide the Managed Security Awareness service for the purpose of managing security training.

2. SECURITY AWARENESS AND TRAINING

- 2.1 The Managed Security Awareness service is a monthly subscription program with initial setup Fees and occasional ad-hoc Fees consisting of the following key elements:
 - (a) Onboarding and Deployment
 - (i) This element comprises of any initial assessment work, design and scoping and then deployment of Products. The deliverables for this work are as outlined in a quoted Scope of Works.
 - (b) Ongoing testing and training
 - (i) The integrity of any cyber security program requires ongoing monitoring and assessment of the program itself. Cyber security risks are constantly changing so the Customer needs to regularly review training requirements of the organisation and commit to the consulting and training proposed through the Managed Security Awareness service.
 - (c) Maintenance of the platform
 - (i) Routine works to ensure the platform is properly licensed and that connectivity is maintained.

Eligibility

- 2.2 The Managed Security Awareness service is available only to Calibre One business and government Customers with an active billing Calibre One or Telstra account number, and the Customer agrees it will maintain an active billing Calibre One or Telstra account number at all times throughout the Term.
- 2.3 The Customer must be using KnowBe4 as their phishing and security awareness platform and the Customer agrees it will maintain an active and properly licensed KnowBe4 subscription at all times throughout the Term.

- 2.4 The Customer must be using Office 365 as its emailing platform.
- 2.5 Each subscription to the Managed Security Awareness service can only be used by the nominated Business and the monthly subscription Fee for the service is charged per staff member which as at commencement of this Agreement is the number of users referred to in the Scope of Works and is subject to change in accordance with this Agreement. The Customer will pay to Calibre One a separate subscription Fee for the Managed Security Awareness service for each unique staff member.
- 2.6 The Customer agrees not to allow any other person or Business to access or use the Managed Security Awareness service other than the Business nominated in the Scope of Works.
- 2.7 Calibre One does not warrant or guarantee that access to the KnowBe4 platform will be continuous or fault-free.

3. MANAGED SECURITY AWARENESS SERVICE FEATURES

Managed Security Awareness service

- 3.1 The Managed Security Awareness service provides the Customer access to the Calibre One helpdesk for assistance with the elements of the Managed Security Awareness service listed in the table in clause 3.2.
- 3.2 The core features of the Managed Security Awareness service as outlined in clause 2.1 are listed in the following table:

Alert/Service Type	Description of Service
Platform Management	
Maintenance of Email connectivity	Correction of connectivity issues between the Office 365 services and the KnowBe4 platform that cause the phishing campaign emails to fail. Up to 1hr of labour per quarter is covered.
Manage Licensing	Review and maintain licensing subscription of the KnowBe4 platform, reviewed on a quarterly basis.
Program Management	
Quarterly Reviews	Conduct a quarterly review with a nominated Customer staff member. Review the results of previous phishing campaign and provide recommendations.
Develop Campaigns	Develop a new phishing campaign per quarter based on the results of the previous quarter's review.
Security Seminars	Conduct an annual security seminar (one per 25 staff) on relevant security topics. The seminar can be delivered in person where the client is located within 50kms of a Calibre One office location, remotely via video conferencing, or remotely via pre-recorded video.

- 3.3 We may liaise with Third Party support providers and suppliers on your behalf to provide the Managed Security Awareness service.

Limitations

- 3.4 The Managed Security Awareness service is not available for email or security providers outside those noted in the pre-requisites, and the Customer is responsible for ensuring that its Information Technology devices, software and operating systems are compliant with all eligibility requirements to receive the Managed Security Awareness service as set out in these Specific Service Terms.
- 3.5 The cost of any software licensing is not included in the monthly subscription Fees for the Managed Security Awareness service. The Customer is responsible for any data and usage charges on its Technology devices, software and operating systems associated with the Managed Security Awareness service.
- 3.6 The Managed Security Awareness service does not include the remediation works required as a result of any malicious activity. We will advise you of any such attack and the remediation works can either be performed by you, a Third Party service provider, or us for a Fee to be

agreed and which will be additional to the monthly subscription Fee. Calibre One does not guarantee any resolution or response timeframes for remediation works and we do not guarantee that we will be able to retrieve data on any affected drives (for example we will not be able to retrieve data in the instance of attacks by any encryption based malware).

- 3.7 The Customer is responsible for the costs and charges of remediation works carried out by any Third Party service provider. The Third Party costs and charges are not included in the monthly subscription Fee for the Managed Security Awareness service, and you will be billed separately as per your own arrangement with any Third Party service providers.
- 3.8 The monthly subscription Fee does not include:
- (a) the replacement or physical repair of hardware;
 - (b) the supply of any software; or
 - (c) the supply of professional services beyond standard technical support and advice covered by the Managed Security Awareness service.
- 3.9 Calibre One will endeavour to accommodate any reasonable requirements of the Customer in relation to the scope, time and location for provision of the Managed Security Awareness service but Fees in addition to the monthly subscription Fees will apply to accommodate specific Customer requests with such additional Fees to be notified and agreed in advance.
- 3.10 Following any security reviews, audits and risk assessments provided by Calibre One in connection with our Managed Security Awareness service, we will provide you with a report and recommendations. We do not guarantee, represent or warrant that any such report is complete or free from errors or that the recommendations contained in it will produce particular results, lead to a particular outcome or protect against all risks and vulnerabilities. The Customer agrees that Calibre One is not liable for any loss or damage suffered by you or any party as a result of the review, audit, assessment, report or recommendations, even if arising from Calibre One's negligence. This includes but is not limited to, loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill. You agree that you are best placed to review any recommendations made by Calibre One in any security review, assessment, or audit, as they will or may impact you, and you must satisfy yourself as to their appropriateness for your needs.
- 3.11 You must obtain and maintain at all times all necessary authorisations and consents (including from relevant Third Parties) as required for our personnel to perform the Managed Security Awareness service, including by obtaining any prior written consent required for our personnel to monitor, scan or access any of your Information Technology (including systems hosted, managed, owned or under the control of a Third Party). In performing our obligations to you, we rely on the timeliness and accuracy of the information and assistance you give us, including by you obtaining all necessary Third Party consents and authorisations required from any Third Party that supplies you with web hosting, IT support, cloud computing facilities, firewall management, or other services.
- 3.12 You are responsible for backing up the data in your Information Technology system before we provide the Managed Security Awareness service to you. You acknowledge and agree to accept the risk that the supply of the Managed Security Awareness service may result in or cause interruptions, loss or damage to you and your Information Technology systems data, and that we do not separately back-up any of your data to avoid potential data loss. You agree that to the fullest extent permitted by Law, we have no liability or, if liability cannot be fully excluded the minimum liability permitted by Law, to you or any of your Related Entities as a result of such interruptions, loss or damage to you and your Information Technology systems data.
- 3.13 To the extent that you are giving Calibre One access to Confidential Information of other individuals as part of providing the Managed Security Awareness service, you warrant to us that you have obtained all consents, from persons with rights to confidentiality in that information, as required to enable us to perform the Managed Security Awareness service without breaching their right to confidentiality.

Fair Use

- 3.14 You must not use the Managed Security Awareness service or let the Managed Security Awareness service be used:

- (a) to commit an offence or breach any laws, standards or codes;
 - (b) to infringe the intellectual property rights or other rights of any person;
 - (c) for resale to another person or organisation; or
 - (d) in a manner that is in the opinion of Calibre One excessive or unusual.
- 3.15 If your access to the Managed Security Awareness service exceeds three times the average of all users of the Managed Security Awareness service in any monthly period that will constitute excessive usage. In that event we may contact you to discuss your usage of the Managed Security Awareness service, and if your usage continues, in the opinion of Calibre One to be excessive in the following monthly period, we may warn you that your Managed Security Awareness service may be terminated, and if your usage continues, in the opinion of Calibre One to be excessive for a third consecutive monthly period, then we may immediately terminate this Agreement so far as it covers your Managed Security Awareness service by giving you written notice.

Adverse Use

- 3.16 You must not use the Managed Security Awareness service in a manner which adversely affects use of the Managed Security Awareness service by any other Calibre One's customer. If we have reasonable grounds to believe that this is occurring, we may suspend your Managed Security Awareness service without notice until we are satisfied that this is no longer occurring.

Your obligations

- 3.17 So that Calibre One can provide the Managed Security Awareness service to you, you must at your cost and without delay provide us with:
- (a) all complete and accurate information (including technical data, consents and all other information),
 - (b) cooperation and assistance, and
 - (c) access to systems or services,
- which we may reasonably request from you from time to time.

4. PLANS AND CHARGES

- 4.1 Ad-hoc Fees and a monthly subscription Fee apply to the Managed Security Awareness service as follows:

Key Element	Charge Type	List Price	Minimum Term
Onboarding	Ad-hoc (Upfront)	See Scope of Works	n/a
Security Awareness Training	Monthly subscription fee	See Scope of Works	12 months
Extra Training Sessions	Ad-hoc (Ongoing)	See Scope of Works or, alternatively as may be agreed	n/a

- 4.2 The monthly subscription Fee payable by the Customer for the Security Awareness Training part of the Managed Security Awareness service will continue to apply until the end of the period of subscription to your Managed Security Awareness service which shall continue throughout the Term unless cancelled or terminated earlier under the terms of this Agreement. The Customer may cancel the Managed Security Awareness service at any time by giving 3 months' notice in writing to Calibre One, in which event this Agreement so far as it relates to the Managed Security Awareness service will be terminated at the end of that 3 month notice period and the full monthly subscription Fees will apply during that 3 month notice period as well as any other Fees payable in relation to that period.
- 4.3 Cancellation by either party of the Managed Security Awareness agreement does not include cancellation of services with any pre-requisite products, for example KnowBe4, and the Customer will still be bound by any minimum terms of those products.

- 4.4 Calibre One may at its discretion discontinue the Managed Security Awareness service or make changes to our Fees at any time. We will give you 30 days' advance written notice of any increase in our Fees, and if the change, other than an adjustment to our fees in accordance with movement in a consumer price index as provided for in the General Service Terms, is unacceptable to the Customer, you can terminate this Agreement, so far as it relates to the Managed Security Awareness service, by giving us notice in writing which notice may be given by you at any time during the 30 days' advance written notice of the increase in our Fees given by Calibre One to you (if you do not give notice terminating within that 30 day period you will be deemed to have accepted the change to our Fees at the end of that period).
- 4.5 The monthly subscription Fee for the Security Awareness training component of the Managed Security Awareness service is per Customer staff member. The number of staff members, subject to the monthly subscription Fee, as at commencement of the Term is as set out in the Scope of Works. Calibre One has the right to change the number of staff members which are each subject to the monthly subscription Fee based on counts observed, and information provided by the Customer. The Customer will update Calibre One by providing it with details in writing of any changes in the number of staff members in its Business within 14 days of any change.

5. COVERAGE HOURS

- 5.1 Standard coverage hours as referred to in this Agreement means 9am to 5pm Australian Central Standard Time in Darwin, Monday – Friday on Business Days except as expressly provided otherwise.
- 5.2 Work which is covered by the Managed Security Awareness service during standard coverage hours but which the Customer requests to be completed outside of standard coverage hours will attract additional Fees payable by the Customer, to be determined at the discretion of Calibre One.

6. GENERAL CONTRACT TERMS

Exclusivity

- 6.1 Calibre One will throughout the Term be the exclusive provider to the Customer of all those services of the type comprised in the Managed Security Awareness services. This is an essential term of this Agreement.
- 6.2 The Customer must not without the express prior written consent of Calibre One permit any other person, other than Calibre One, to interfere with, alter or change the pre-requisite supporting service of the product.

Modifications to Specific Service Terms

- 6.3 Once these Specific Service Terms have been agreed and this Agreement entered into, matters contained within these Specific Service Terms may, unless expressly provided otherwise, only be adjusted from time to time by mutual Agreement in writing between Calibre One and the Customer.

7. DEFINITIONS

These words and phrases have the following meanings where appearing in these Specific Service Terms unless the context requires otherwise:

Staff Member means an actively employed staff member of the Customer with an email mailbox.