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Terms & Conditions

Annex - IC Fortigate Support

Service specific Terms and Conditions for the IC Fortigate Support services.

Definitions

The following definitions shall apply to the provision of the Service, in addition to those in the Main Terms and Conditions;

a. "IC Fortigate Support" is this agreement and is a purchasable item covering fixed periods of time.
b. "Firmware" Means software provided by Fortinet which will require a current support contract to be in place with Fortinet in order to be available.
c. "Business Hours" Means the hours of operation of our company as displayed upon the IC website.
d. "Fault Diagnosis Period" Means the period following the reporting of a fault when IC will carryout some or all of the actions described within these terms.
e. "Maintenance Release" (within version) - Means an incremental release of software that provides maintenance fixes and may provide additional software functions.
f. "Major Release" Means a release of software that provides additional software features and/or functions.
g. "Fortigate" Means the physical / virtual / software UTM device instance purchased.
h. "System Maintainer" is the individual(s) that are responsible for the day to day maintenance of the Fortigate(s) within the customer or the customer's nominated external support company.
i. "Software" Means the primary system including O/S, Applications and Control Panels.
j. "Hardware" Means physical electronic device(s) supplied.
k. "Fortinet Support" Means a valid agreement with Fortinet which must be maintained for the duration of use of the IC Fortigate Support contract.
l. "Tickets" these are individual requests by the customer for support and advice. They are per request made and include up to 45 minutes of engineering time per instance, where a request may take longer than 45 minutes then tickets can be grouped to provide the necessary time required.
m. "Fault" Means a failure causing outage to the Customer which is not as the result of configuration changes and has occurred while in normal running condition on existing configurations.
n. "UTM" means Unified Threat Management.

Service Description

This is an ancillary service designed to compliment and add additional value to the support provided directly by Fortinet. The service provides the ability for help and guidance on changes and configuration by way of a set number of tickets. It also provides secure offsite configuration backup & storage and reporting services to provide an insight into the firewall(s) being deployed. It is aimed to reduce the need for customer specifically trained engineers to lighten the local IT burden and ensure trained engineers are on hand.

This is service is separate to the Warranty, Support and Licencing provided by Fortinet, all device faults, returns and software faults should be raised directly to Fortinet to avoid additional time delays. As part of the support service IC can be used as first line diagnostics and provide the information to assist in the diagnosis by Fortinet and IC can optionally raise the faults into Fortinet on behalf of the customer by request.

It is technically impracticable to provide a fault free Service and IC does not undertake to do so. IC will, however, report, repair or escalate faults into the various vendors and suppliers in accordance with the SLA targets and contents of these terms. A prerequisite requirement for the IC Fortigate Support is that the customer maintains a valid support and software updates agreement in place with Fortinet for the devices being covered.

Primary Service - Services Provided

- When purchased from IC, Initial configuration of Fortigate devices. Configuration will be performed at an IC location prior to shipment to the Customer to aid with plug and play deployment.
- Access to IC engineers for the purpose of technical guidance and configuration assistance of Fortigate firewall products by way of Tickets.
- Addition to IC's central Fortimanager platform which provides additional overlay services including;
  - Automatic configuration backup for rollback, hardware failure configuration restoration and disaster recovery purposes;
  - Alerting of failures or problems with the Fortigate devices linked to the contract;
  - Monthly reporting to provide insights into the Firewall(s) performance and effectiveness.
- A number of Tickets per annum for change or support requests
- Access to engineers for first line assistance in fault diagnosis. For instances where a Fault has occurred this will not be deemed as a ticket and shall be included as part of the IC Fortinet Support package.

IC Fortinet Support Specific Terms and Exclusions

The agreement does not imply anything other than a 'support' function and no warranties are either expressed or implied as to the effectiveness of those services. In particular no warranty or liability is accepted for the security of the devices as these are not within the control of IC. The Customer is ultimately responsible for the security of their network and acknowledges that the advice provided by IC is for guidance only and will be based on training and industry practice. Neither IC nor any of its employees are liable for the quality of advice and support provided.

The Customer acknowledges that no security system can provide perfect security. The Customer also acknowledges that a Fortigate firewall is only a small element within a far wider scope that is network security and should be used in conjunction with other best practice industry solutions including, but not limited to, suitable endpoint security.

The Fortinet Firewall while incorporating Unified Threat Management (UTM) technologies to increase the effectiveness of perimeter security are not and should never be conceived as the only security requirements. Specifically attention should be given where connections through the firewall are of an encrypted nature and additional practices and technologies or features will be required to help mitigate the risks. Where traffic is SSL encrypted the firewall can act as a 'man-in-the-middle' if an SSL certificate is installed and maintained (this is not included as part of this package but can be applied as a ticket request for change providing a suitable certificate is purchased / chosen).

Part of the security scheme can include the complimentary FortiClient endpoint security package which is available separately and is outside of the scope of this IC Fortigate Support. When endpoint security is purchased from IC, this agreement is extended to include assistance for clients by way of standard tickets.

Security of internal systems are excluded and where requests for 'port mapping' are received, the Customer acknowledges that this is opening a direct hole from the public domain directly through to the internal network and security will be reduced as a result.

Standard Lead Times

The lead times quoted are for standard delivery where stock or resources are available at the time of order, where possible it is requested that a forecast is supplied to cover 90 days where multiple systems are being requested to assist in stock and resource management and reduce potential shortages / delays. Where additional network build is required or for complex solutions that include connectivity these times will not apply. Where the planning activity / survey confirms that standard delivery is possible then the following shall apply;

Service Type	Lead Time (working days)
New contract initiation	5 days
Ticket response / configuration change	2 days
Fault assistance	4 hours

Service Level Agreement and Raising Requests

1. SERVICE LEVELS
   This is a support service and requests for support will be actioned within the associated lead time table. Where a request is larger than one Ticket or additional information or collaboration is required the lead time may be extended for implementation but a response and booking will be provided within the standard lead times.
2. FAULTS & FAILURES
   As part of the service IC can provide assistance in diagnostics and reporting of faults to Fortinet on behalf of the Customer, for faults reported in normal helpdesk hours these will not count as a Ticket and will be provided as an inclusive element of the contract providing they are a Fault and not as a result of configuration or 3rd party systems. The Customer acknowledges that in the event of using this service the SLA from Fortinet under their agreements with Fortinet will only apply once the fault has been successfully reported and acknowledged by Fortinet.
   Where a Fault occurs outside of helpdesk hours as detailed under the definition "Business Working Hours" on the "Annex - SLA & Service Credits" Knowledgebase article" normal out of hours charges shall apply for engineer call out where IC intervention is requested, this service is not part of the 24 hour support package that is purchased with the Fortigate which is supplied directly by Fortinet.
3. CUSTOMER REPORTING
   a. For reporting a Fault or System Failure this should be raised via the telephone helpdesk, email is not considered to be of an urgent nature.
   b. To raise a Ticket for assistance or changes these should be by email to the support address or via the myIC portal from an authorised individual.
   c. The Customer should maintain an up to date list of authorised contacts via the myIC portal.
4. PORTAL & MANAGER AVAILABILITY
   a. IC shall aim to meet the following service level with regard to Portal and FortiManager Platform availability but the level is a target only and IC has no liability for a failure to meet it, :
      i. excluding outages for planned engineering works and emergency maintenance, IC aims to have all portals available for 99.99% of the time, 24/7/365, measured over a 3 month period beginning in January,; April,; July;, and October and measured across the entire platform for the Service.
5. PLANNED ENGINEERING WORKS
   a. IC will provide 5 Working Days notice of all scheduled outages, notices will be published on the IC helpdesk and via subscribed lists.

Cancellation

Cancellation prior to delivery / installation

Where IC are prevented from providing the service because the customer fails within a reasonable timescale, to provide essential information to the order or delivery of the service or unreasonably refuses entry to the customers premises or acts in a manner that prevents the order or installation being completed such acts will be deemed as cancellation of the order prior to installation and will be subject to a cancellation fee.

Service is deemed to have commenced and be live once an associated Fortigate firewall is logically connected to the IC Fortimanager Platform or initial configuration performed on a device.

Cancellation prior to going live may be performed with 48 hours notice with no penalty.

Cancellation at the end of or any time following the minimum term

To cancel any service following the minimum term of a contract for a service or item please submit in writing such notice, the minimum notice period is 90 days which shall commence upon acceptance of the cancellation notice by IC. Where a contract is an annual contract (for example a support agreement against hardware or licence) notice to cancel should be submitted at least 90 days prior to the next renewal date for the annual contract (anniversary of the original first billing date for the item or service).

Cancellation prior to completion of the minimum term

As per end of term a notice of 90 days in writing is required, upon receipt of such notice a final settlement calculation will be performed and a quote provided. Once the quote is accepted by the Customer IC shall then commence the cancellation notice period, cancellation will be deemed complete when IC is in receipt of cleared funds settling the final account for the items / services being cancelled. The following provides an indicative calculation for early termination fees based on a 36 month term;

- **Cancellation within the first 12 months of the agreement**
  Billed to end of 36 month term minus 7%
- **Cancellation within months 12-24**
  Billed to end of 36 month term minus 12%
- **Cancellation within the final 12 months of the term**
  Billed to end of 36 month term minus 25%

Firmware Update Service

During the contract Firmware updates may released by Fortinet and depending upon IC Fortinet Support package chosen the Customer may request for an update to be performed. Updates will be limited to number specified with the package within a 12 month period and are per device covered by the agreement. Interim updates and security fixes are typically supplied automatically as part of the Customers agreement directly with Fortinet and are therefore excluded from this contract and will not count.

Where a Major Release is made by Fortinet for a model of Fortigate and following direction from the customer IC will where within allowance perform remote a configuration backup and upgrade of the system, test the upgrade and where necessary update any configuration to work with the new release.

Product / firmware withdrawal / end of life

IC reserves the right to cancel maintenance, support or updates for equipment that has been withdrawn or reached an end of life position. In this case the customer may be entitled to discounts on upgrades to newer current equipment. In some instances support for some vendors may also be removed or replaced with alternative vendors as would be expected in a changing market and legacy vendors may be removed from the compatibility matrix.

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