
Vocus New Zealand

DNS Protect Service Schedule

1. Definition

- 1.1. Defined terms in the Standard Terms and Conditions have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:
- DNS** – Domain Name System
- Static IP Address** – An IP address which does not change.
- End Users or Users** means any users accessing or utilising Services on behalf of the Customer.
- Dashboard** – The browser-based interface used to control and manage the service.
- Service Delivery Point** means the site(s) at which Vocus will install Vocus Equipment necessary to provide the Services.
- Standard Terms and Conditions** means the standard terms and conditions between Vocus and the Customer governing the general terms and conditions on which Services are provided under this Service Schedule and any applicable Service Order from time to time, available at <http://www.vocus.co.nz/legalcontracts>.

2. The Services

DNS Protect provides Cisco's DNS Essentials which provides DNS layer security.

- 2.1 You must declare the quantity of users to have. Should the quantity of users increase or decrease by 10% or greater you must notify us by the 5th of the following month.
- 2.2 The following use limitations apply in connection with Your use of Vocus' DNS Protect service. DNS Protect is licensed based on the quantity of Covered Users and is subject to a Monthly DNS Query Average (as defined below) limit of three thousand (3,000) DNS queries per User per day. Vocus will continuously monitor Your usage of DNS Security on a monthly basis to determine Your Monthly DNS Query Average. If at any time Vocus determines that Your Monthly DNS Query Average has exceeded three thousand (3,000) DNS queries per Covered User per day, Vocus reserves the right to require You to purchase additional licenses as required.
- Monthly DNS Query Average = (number of DNS queries in applicable month / number of days in applicable month) / number of licensed Covered Users.
- For example, if You purchased licenses for 1,000 Covered Users and Your Covered Users submitted a total of 3,000,000 DNS

queries in the prior 30-day month, Your Monthly DNS Query Average is as follows: $(3,000,000 / 30) / 1,000 = 100$.

Log files are retained for a period of 30 days. If you wish to store log files for a longer period you are responsible for procuring the S3 storage required. This additional storage is not provided as part of this service.

- 2.3 Vocus will provide the Services to the Customer on the terms of the Standard Terms and Conditions, this Service Schedule and any applicable Service Orders, all of which are binding on the Customer. The Customer must use the Services (and, where applicable, will ensure that its End Users use the Services) in accordance with the terms of the Standard Terms and Conditions, this Service Schedule, any applicable Service Orders, and all applicable laws.
- 2.4 Vocus may vary the Service if reasonably required for technical, operational, or commercial reasons. Vocus may vary the Service without prior notice to Customer provided such variation does not have a material adverse effect on the Customer. If a change to the Service is likely to have a material adverse effect on Customer, Vocus will provide at least 30 days' notice to Customer. If Customer does not agree to the proposed change, it may terminate this Service Schedule by notice in writing to Vocus prior to the change taking effect.
- 2.5 If the Customer requests additional Services, it agrees to pay for those services in accordance with appropriate Rate Card.
- 2.6 Without limiting any exclusions or limitations of liability under the Standard Terms and Conditions, Vocus is not liable to the Customer under or in connection with this Agreement or the Services (including for any breach of confidentiality or breach of the Customer's Intellectual Property Rights) for any loss or damage arising from:
- problems on servers operated by third parties outside the Vocus Network;
 - security incidents or failures on supplier platforms provided for the purpose of managing the Service;
 - internet failures / problems;
 - incoming or outgoing cyber security attacks
 - security breaches occurring outside the Vocus Network, including any eavesdropping or interception.

- 2.7 In order to use the Service, Customer is required to accept the standard terms and conditions that apply to your use of Cisco's DNS Essentials including the Web Dashboard.
- 2.8 Vocus is not responsible for any breaches of security, attempted or successful intrusion, loss or damage incurred by the Customer as a result of or related to any actual or perceived failure of the Service or other breach of the Customer's security.
- 2.9 The Service have varying technical, performance and service characteristics which may vary according to a range of factors, including customer specific configurations, hardware model, network characteristics and vendor capabilities.

3. Termination

- 3.1 If Customer fails to provide any information or access necessary for Vocus to provision the Service (and fails to resolve this within 7 days of notice of writing by Vocus), then Vocus may terminate this Services Schedule prior to the completion of provisioning, provided that the Customer must pay Vocus for any costs incurred as a result of feasibility studies, work already completed and any costs incurred as a result of Vocus cancelling orders submitted to third party providers.

4. Customer responsibilities

- 4.1
 - a. Vocus is not responsible for any actions or omissions of the Customer implementing, configuring or using the Services, except to the extent Customer was acting in accordance with direction by Vocus.
 - b. The Customer must make available to Vocus internal technical resources familiar with the Customer's network required to assist Vocus with setup, configuration and ongoing assurance.
 - c. Vocus will not configure customer IT systems. Customers are responsible for modifying existing customer IT systems if required.
 - d. Customer will download and install and configure Dynamic IP Updater software for site which have dynamic IP addresses, including allowing through firewall if required.
 - e. Customer will block non DNS-Protect DNS traffic on customer's firewall if circumvention is required against user changes to DNS servers.

- f. Customer will provide a list of all sites specifying which sites have static IP addresses and those which do or might use dynamic IP addressing.

5. Reporting faults

- 5.1 The Customer is responsible for taking all reasonable steps to ensure that any faults reported to Vocus are within the Service before reporting the fault.

6. Connection to the Service

- 6.1 The Customer agrees that in order to receive and use the Service the Customer must have an Internet Service. For the avoidance of doubt, an Access Circuit is not a component of the Service provided by Vocus pursuant to this Service Schedule.
- 6.2 If the Customer orders an Internet Service from Vocus, Vocus will provide the Access Circuit in accordance with the applicable Service Schedule.

7. Administrator

- 7.1 The Customer acknowledges and agrees that login IDs and passwords may be used solely to facilitate access to the Service by the Customer and its users of the Service, and that Customer will not, and will ensure users do not, disclose any login ID or password details to any person who is not the Customer or the user to whom the login ID or password details relate. Customers may provide to 3rd parties who manage the Customer's IT infrastructure. Customers will be given administrative control and are responsible for managing the configuration of the service. Vocus will assist upon request of a Service Request.
- 8.2 Vocus documentation and any technical specifications issued to the Customer by Vocus from time to time and may be revoked or restricted by Vocus at any time.
- 8.3 Where the Customer has access to the Web Dashboard, the Customer warrants that:
 - a. if applicable, at all times the Customer will transmit accurate and current data to the Web Dashboard.
 - b. the Customer will use the Web Dashboard for the sole purpose of performing its obligations under the Master Services Agreement, Service Schedule, or Service Order; and

- c. the Customer will treat all information or information containing Vocus' Intellectual Property Rights obtained or accessed via the Web Dashboard strictly in accordance with clauses 12 and 13 of the Standard Terms and Conditions.

Vocus has implemented a set of global rules, including 'Allow Lists'. These lists are prepopulated with allow overrides for common business applications, for example Microsoft, Apple, Zoom, Salesforce etc. Due to the broad nature of extensive use of various services by these vendors there may be (rare) occasions where a domain which you may like blocked is allowed.

9. IP Addressing

- 9.1. The Customer must use static IP addressing, unless the customer is using pointer software to update dynamic IP addressing.

10. Fees

- 10.1 In addition to monthly plan fees, Vocus will charge fees for Service requests as per its standard published rates except as otherwise specified in a Service Order.
- 10.2 Some services have variable user fees based on usage, which will be billed to Customer monthly in arrears.

13. Cyber Security

Like all solutions DNS Protect has limitations and as such cannot be deployed as a customer's sole security mitigation platform. DNS Protect is only the first layer in a defence-in-depth cyber security strategy.

Customers must deploy a defense-in-depth strategy comprised of many layers of defense as part of a security policy appropriate for their business. Best practice controls at a minimum must include network firewalling, end-point malware prevention / firewalling, content filtering, application & device whitelisting, regular patching, user education and the limiting of administrative permissions on end points.

Customers should also assume that at some point their systems will be compromised. Systems such as regular backups and incident handling processes should be developed. Customers should review the advice provided by <https://www.cert.govt.nz/> at a minimum. The advice of an independent security specialist is strongly recommended.

If the customer's security policy changes we will work with the customer to implement that policy on the Service.