MedView Protect
Service Summary

June2025-V2-00

Purpose

MedView Protect is a ‘real time’ layered managed cyber security service designed to protect your business from cyber security incidents and events, while minimising the impact and interruption to running your business. The components are intended to address the people, process and technology challenges faced by businesses today.

Service Description

MedView, in partnership with industry leading cyber security vendors, will provide;

- Network/IT System protection, monitoring and response
  - Software; network monitoring and response via a 24/7/365 Security Operations Centre (SOC)
- Staff Awareness Training
  - Ongoing access to cyber security awareness training material
  - Includes understanding the threat landscape, IT best practices and regulatory compliance
- Monthly reports highlighting cyber security incidents and events

Summary

MedView Obligations, Service Inclusions and Exclusions

- MedView will monitor and manage the customer’s MedView Protect service status and to ensure:
  - It is operating effectively
  - It is up to date
  - Critical incidents are acted upon as a priority 24/7/365 in partnership with MedView’s selected vendors, specifically the Security Operations Centre (SOC)
  - Monthly reports are provided (critical incidents are reported as a priority)
- Critical incidents include when a cyber security event is taking place which is likely to result in data loss, the spread of malware (ransomware, viruses etc) across the network and/or an active hacker in the network. In such an event the best course of action is to isolate the impacted device/s as quickly as possible to prevent data loss, lateral spread and access to a hacker.
- MedView, through its selected vendors will action isolating impacted devices 24/7/365.
- MedView will work with the Customer to restore IT systems as quickly as possible within normal support hours unless otherwise mutually agreed.
- The work to restore systems is not included as part of the MedView Protect service and will be charged for separately at our standard rates. Including:
  - Onsite work
  - Remote work exceeding 30 mins
- MedView will contact the customer within two business days if there is an issue with the service.
- MedView will advise the customer of any systematic or technical issues which may contribute to the service not working properly.
- MedView will not at any time make customer information or records available to any other party in line with the Fred IT Group Privacy Policy.
- The service shall be provided by MedView to the customer from the commencement date for the term; and thereafter on a month-by-month basis until terminated.
- MedView will provide upgrades to the software for the duration of the agreement.
- MedView shall not be responsible for any degradation of performance or delay or deficiency in the service caused by factors beyond its reasonable control.

- MedView treats all data in line with our Privacy Policy https://www.fred.com.au/privacy-policy/ and shall not without the prior written consent of the customer disclose any of the customer's confidential information unless legally compelled to do so. MedView shall take every reasonable step to ensure that its officers; employees; contractors; suppliers and agents do likewise. This clause shall survive the termination of this agreement.
- The data shared in delivering the Service is metadata only, meaning it does not contain any personally identifiable or sensitive data.
- MedView shall not be liable for any consequential loss or damage suffered or incurred directly or indirectly in respect of goods or services supplied pursuant to this agreement or through any failure or omission on the part of MedView to comply with its obligations under this agreement.
- MedView may terminate this agreement immediately by notice in writing if the customer threatens or resolves to become insolvent or to be placed under administration; the customer being a natural person dies or the customer ceases or threatens to cease the conduct of its business.

Customer Obligations

- The MedView Protect service (which includes the software remains the property of MedView. The service cannot be sold, leased, licensed, disposed of, or in any way altered, changed or enhanced without MedView's prior written approval.
- All software licenses provided under this agreement are provided for use with your business by the nominated maximum number of users detailed in your quotation. You may not copy, install or distribute the software to any third party without the prior written approval of MedView.
- The customer will ensure their computer and internet meets the requirements to provide a reliable service.
- The customer will alert MedView to any potential issues which may affect the MedView Protect service from operating effectively.
- The customer will allow access to computers (or endpoints e.g. Internet of Things (IOT) devices) and the system network required by MedView to configure, support and repair their MedView Protect service, including the installation of remote management tools to manage the service.
- The customer acknowledges that when a critical cyber security event is taking place that the best course of action is to isolate the impacted device as quickly as possible to prevent lateral spread and/or data loss; examples of a critical event include ransomware and an active hacker in the network.
- The customer will pay the total monthly payment as outlined in the quote and/or in the MedView credit terms and conditions or risk having their service disabled until full payment is made.
- The customer shall ensure that the configuration of the computer systems that are the subject of the services shall at all times be kept and maintained in working order and that they not be altered without prior notice to MedView. MedView shall not be responsible for any degradation of performance; delay or deficiency in the services that occurs where an alteration has been made without MedView consent; which shall not be unreasonably withheld.
- The customer shall to the fullest extent permitted by law indemnify MedView against all losses; costs and liability incurred by MedView in the course of providing the services herein or in execution or pursuit of its duties; obligations; rights and privileges under this agreement.
- The customer shall indemnify and hold harmless MedView; its officers; employees; contractors; suppliers and agents from and against any loss including reasonable legal costs or liability incurred or suffered by those indemnified where such loss or liability was caused by a breach by the customer of its obligations under this agreement or any wilful; unlawful or negligent act or omission of the customer its agents contractors or employees.
- The customer may not transfer this software; electronically or otherwise; and may not make any copies of this software.
- The customer may not assign or grant sub licenses or leases; or permits their copy or other copies of this software to be distributed to others. May not reverse engineer; disassemble; reverse; translate; or in any way derive from this software any source code form.

Risk and Liability

MedView makes every effort to ensure your IT Systems and data are protected and secure via MedView Protect. There are though circumstances that may result in a cyber security event (such as, but not limited to, a systems breach, data loss, or irreparable damage) and we are unable to guarantee against this. By agreeing to use MedView Protect you, the customer, maintain the risk and liability associated with a cyber security event.

Service Conditions

- MedView requires management and administrative access to the computer(s), endpoints and system network being monitored via the MedView Managed service.

Life of Agreement

- Either party may terminate this Agreement immediately by notice in writing.
- If the customer cancels the contract, a pro-rata credit will be paid. If MedView cancels the service any monies paid by the customer will be credited for the pro-rata period remaining.