



PRIVATE CLOUD SERVICES – SERVICE DESCRIPTION

Disaster Recovery Workstations

This document (“**DR Workstation Service Description**”) contains the terms governing the provision of the Disaster Recovery Workstations by Interactive Pty Ltd (ABN: 17 088 952 023) of 461 Williamstown Road, Port Melbourne Vic 3207 (“**Interactive**”) to the customer named in the CMS SOW that applies to this DR Workstation Service Description (“**Customer**”).

This DR Workstation Service Description forms part of the Agreement, also containing the Private Cloud Terms (found at <https://www.interactive.com.au/terms-and-conditions>) and the Master Services Agreement.

1 Disaster Recovery Workstations

- 1.1 Interactive shall provide Disaster Recovery Workstations in accordance with this DR Workstation Service Description for the Individual Term set out in the CMS SOW.
- 1.2 The Customer shall pay the Service Fees for the Disaster Recovery Workstations from the Service Start Date.

2 Declaration of a Disaster

- 2.1 At the commencement of the Service Start Date, the Customer must complete and submit to Interactive a Disaster Declaration List notifying Interactive of those persons who are authorised to make a Disaster Declaration (“Approved Declarer”).
- 2.2 Upon the occurrence of a Disaster, an Approved Declarer shall immediately make a verbal Disaster Declaration to Interactive in accordance with the Business Continuity Support Card. Within twenty-four (24) hours after the verbal Disaster Declaration, the Customer must confirm the Disaster Declaration in writing and thereupon Interactive will issue an invoice for the Disaster Declaration Fee.
- 2.3 Once the Disaster Declaration is made, Interactive shall, within the Response Time, allow the Authorised Persons to enter the DR Facility and use Interactive Equipment on the terms and subject to the conditions set out in this Schedule.

3 DR Services

- 3.1 Interactive will provide the Customer with access to the DR Facility and Interactive Equipment:
 - (a) during a Disaster for the duration of any Disaster Usage Period, or any Disaster Usage Period extended in accordance with item 9.1; and
 - (b) if Testing is required, for duration of the Annual Testing Period.

- 3.2 Interactive will:
- (a) appoint an engineer with hardware and operating system skills to provide Technical Assistance, as reasonably required;
 - (b) ensure that the DR Facility can be safely used and conforms to Interactive's health and safety policies; and
 - (c) provide physical security access via proximity security passes and data and system security on internal services.
- 3.3 Interactive will not be liable to the Customer for any loss or damage suffered by the Customer if such loss or damage was as a result of the Business Continuity and Disaster Recovery Plan being faulty or inadequate in that it failed to provide for the usual courses of action that would have prevented such loss or damage.

4 Testing

- 4.1 The Customer must carry out its Testing of the DR Facility within 6 months after the Service Start Date (as set out in the CMS SOW) during Business Hours. If it does not, Interactive will provide on-site Technical Assistance, as reasonably required, for a period of 48 hours free of charge and will charge an hourly fee for any additional Technical Assistance as set out in the CMS SOW.
- 4.2 Any Testing conducted After Hours will incur an hourly fee for such After Hours Access as set out in the CMS SOW, unless otherwise agreed to in writing.

5 Licence to use DR Facility

- 5.1 The Customer agrees that it has been granted only a limited and non-exclusive licence to use specified areas within the DR Facility in accordance with this DR Workstation Service Description and acknowledges that it has not been granted a lease or sublease.
- 5.2 Interactive may remove any person from the DR Facility in the event that they fail to comply with the Interactive Data Centre External User Guide or any reasonable directions of Interactive's staff. Interactive may in its absolute discretion refuse to allow any third party or subcontractor of the Customer access to the Interactive Equipment or the DR Facility, unless the third party agrees in writing to reasonable terms of access (access will not be unreasonably withheld). The Customer may only have access to the number of Disaster Recovery Workstations set out in the CMS SOW.

6 Customer Responsibilities

- 6.1 The Customer is responsible for the provision, loading, installation, configuration, support, licensing and payment of all fees relating to software or data.
- 6.2 Interactive encourages the Customer to:
- (a) prepare a Business Continuity and Disaster Recovery Plan;
 - (b) test the Business Continuity and Disaster Recovery Plan at least annually; and
 - (c) ensure that a copy of the Business Continuity and Disaster Recovery Plan is kept in a safe off-site location.

- 6.3 The Customer must comply with the Interactive Data Centre External User Guide and any reasonable directions of Interactive's staff when accessing the DR Facility and may only use the DR Facility for the purpose of the DR Services, for its own internal business use and the Customer agrees that it is specifically prohibited from on-selling the DR Services to any other party.
- 6.4 The Customer will be responsible for the removal of any Customer data from any Interactive Equipment on completion of Testing and Disaster usage of the DR Facility.

7 Authorised Persons

- 7.1 The Customer must provide a list to Interactive containing the details of each Authorised Person and ensure that it is current and up to date at all times.
- 7.2 Interactive will refuse entry to any person who is not named in the list of Authorised Persons or who does not comply with the Interactive Data Centre External User Guide.

8 Allocation of Interactive Equipment

- 8.1 The DR Facility and Interactive Equipment are made available on a non-exclusive, multiple subscription basis, with other customers of Interactive. All Disaster Recovery Workstations are situated in a shared suite and all Interactive Systems are situated in a shared room.
- 8.2 Upon the declaration of a Disaster, Interactive will allocate Interactive Equipment for use by the Customer, provided that Interactive Equipment has not already been allocated to another customer(s).
- 8.3 The Customer acknowledges that:
- (a) the position and location of Disaster Recovery Workstations allocated to the Customer is at the absolute discretion of Interactive;
 - (b) Interactive may relocate the Customer to other Disaster Recovery Workstations within the DR Facility at any time;
 - (c) In the event of multiple Disasters being declared, Interactive will endeavour to coordinate and accommodate all of its customers provided that in the event a widespread disaster occurs Interactive may choose to restrict the allocation of Interactive Equipment. To enable Interactive to accommodate the use of the DR Facility by other customers of Interactive, it is at Interactive's absolute discretion to allocate a partial allotment of the subscribed Interactive Equipment to the Customer. For the avoidance of doubt, the Customer must, whether first or subsequent to any other customers, cooperate with Interactive in accommodating the use of the DR Facility and Interactive Equipment by other customers.
- 8.4 To the extent that multiple Disaster Declarations could be experienced by the Customer and other customers of Interactive, none of the terms and conditions herein shall be interpreted or construed as a warranty that the Customer will have immediate and exclusive or continued access to the DR Facility.
- 8.5 For the avoidance of doubt, the Customer agrees to waive any rights that it may have to assert a claim against Interactive, its subcontractors or any other customers of Interactive where any of Interactive Equipment has been allocated by Interactive to another customer.

9 Limitation of Use

- 9.1 The Customer may request an extended Disaster Usage Period by giving written notice to Interactive not less than seven (7) days prior to the expiration of the Disaster Usage Period, setting out the period of the extension sought and the steps which the Customer is taking to cease the use of the DR Facility. Interactive may in its absolute discretion, permit or deny any request to extend the Disaster Usage Period. If an extension of the Disaster Usage Period is granted the Customer must pay the Extended Disaster Usage Period Fee depending on the number of disaster days and any Daily Technical Assistance Fee set out in the CMS SOW.
- 9.2 The Customer may request an extension to the Annual Testing Period in writing. Interactive will, in its absolute discretion permit or deny the request (subject to availability) within, thirty (30) days of receipt of the notice. No request will be unreasonably withheld.
- 9.3 Access to Interactive Equipment and the DR Facility for Testing purposes may be interrupted or suspended by Interactive without notice including circumstances where another customer of Interactive experiences a Disaster. If the Customer's Testing is interrupted or postponed by Interactive in any circumstances, Interactive shall provide the Customer with an additional Annual Testing Period, at no cost to the Customer, so that the Customer can re-Test Interactive Equipment.
- 9.4 The Customer is permitted to use the DR Facility and Interactive Equipment only for the purpose of Testing or in the event of a Declared Disaster. This expressly excludes any day-to-day production operations, except during a Declared Disaster.

10 Definitions

- 10.1 The following definitions apply to this Service Description:

Annual Testing Period means the period allocated to the Customer to use the DR Facility for Testing.

Authorised Person means a person who is authorised by the Customer to access the DR Facility in accordance with the CMS SOW.

Business Continuity Plan and Disaster Recovery Plan means a risk management plan whose purpose is to minimise and manage damage and or threat to the Customer's business in the event of a Disaster.

Customer Location means the premises referred to in the CMS SOW at which the Customer carries on business.

Declared Disaster means a Disaster for which a Disaster Declaration has been made.

Disaster means any unplanned interruption to the operation of the Customer's computer processing facilities at the Customer Location.

Disaster Declaration means the declaration of a Disaster by the Customer that has affected the usable operations of the Customer Location.

Disaster Declaration Fee means the fee payable when a Disaster is declared.

Disaster Declaration List means the form that the Customer must provide to Interactive at the commencement of the Agreement listing those persons who have authority to make a Disaster Declaration.

Disaster Recovery Workstations means workstations that include a PC, desk, chair and telephone handset.

DR Facility means the facility set out in the CMS SOW.

DR Services means the Services set out in this DR Workstation Service Description.

Interactive Data Centre External User Guide means the guidelines prepared by Interactive relating to the Customer's use of the DR Facility including but not limited to security measures required for access to the DR Facility and Occupational Health and Safety policies. Interactive may make changes to the Interactive Data Centre External User Guide from time to time as it, in its absolute discretion deems necessary.

Interactive Equipment means Disaster Recovery Workstations and infrastructure.

Response Time means the time within which Interactive will make the DR Facility available to the Customer following a Disaster Declaration, as set out in the CMS SOW.

Technical Assistance means verbal or physical technical support given by Interactive's personnel to the Customer in relation to the use of the Interactive or DR Facility and/or the recovery or operation of the Equipment.

Test or Testing means the use of the DR Facility and the Equipment by the Customer to test its Business Continuity and Disaster Recovery Plan and its procedures, requirements and capabilities for the Annual Testing Period.