

## Digital Workplace Service Terms

These Digital Workplace Service Terms (“**Terms**”) contain the terms governing the provision of **Digital Workplace Services** by Interactive Pty. Limited ABN 17 088 952 023 of 461 Williamstown Road, Port Melbourne VIC 3207 (“**Interactive**”) and the customer named in the CMS SOW (“**Customer**”). The Master Services Agreement applies to these Terms and the CMS SOW.

### 1. Definitions

1.1 Unless the context otherwise requires, words and expressions defined in the Master Services Agreement have the same meaning in these Terms and any terms not defined herein have the meaning set out in the Master Services Agreement.

1.2 The following definitions of terms apply to the Agreement:

**Acceptance Testing** or **Acceptance Test** means the Customer’s testing of the software or hardware on a complete integrated system to evaluate the systems compliance with the Customer’s requirements specified during or prior to the Due Diligence Stage.

**Active Directory (AD)** means the database and set of services that connect users with the network resources to enable them to perform work. The database (or directory) contains critical information about the Customer’s environment, including what users and computers there are and permitted functions.

**Agreement** means these Terms, the CMS SOW, the Master Services Agreement, and each applicable Service Description.

**Applications** means the Customers core application or line of business applications.

**Build Stage** consists of implementing the Solution; tracking progress against the Project plans; conducting system tests; and providing system access to the Customer to perform migration and Acceptance Testing.

**Change Management Process** means the process described in clause 6.

**Customer Portal** means the online portal allowing Users to log and track Incidents and Service Requests.

**CMS SOW** means the statement of work for cloud and managed services entered into between Interactive and the Customer named in that statement of work.

**Digital Workplace Services** are a combination of technology and support services to enable the Customer to outsource the management of end user devices to Interactive.

**Due Diligence Stage** comprises the Customer providing Interactive with access to its systems and supporting documentation; Interactive auditing the Customer’s in scope systems and validating the Customer’s performance requirements; and the parties attending joint workshops.

**Incident** means any unplanned disruption or degradation to the daily activities of a User, to the extent it is within the scope of the Digital Workplace Services.

**Individual Term** means, for the Services, the individual term set out in the CMS SOW, commencing on the Service Start Date, as extended in accordance with these Terms.

**Implementation Fee** means the Service Fee for the onboarding of each Service, as set out in the CMS SOW.

**Master Services Agreement** means the Master Services Agreement referred to in the CMS SOW.

**Microsoft Software** means Microsoft products provided by Interactive in accordance with the CMS SOW and these Terms.

**Managed End User Device Team** means Interactive's team members dedicated to providing support for issues related to the Customer's User Devices.

**Planned Outage Period** means a period during which time the Services may not be available, or that performance of the Services may be impacted.

**Project** means all work to be performed during the Due Diligence Stage, the Build Stage and Acceptance Testing to deliver the Solution to the Customer in accordance with this Statement of Work.

**Project Manager** means the Interactive or Customer staff member responsible for delivery of the CMS SOW.

**Resolution/Resolved** means, in relation to an Incident, the return to correct operability, which may be achieved by temporary measures.

**Service Call** means contact made by or on behalf of a Customer to the Interactive service desk. Contact methods include telephone call, email or raising a case in the Customer Portal, which may relate to an Incident or a Service Request.

**Service Catalogue** means the catalogue of services and associated prices for repeatable Services that can be provided by Interactive, as may be updated from time to time.

**Service Description** means the description of, and terms applicable to, certain Services, which are found at [www.interactive.com.au/terms-and-conditions](http://www.interactive.com.au/terms-and-conditions), or such other URL as may be used.

**Service Desk** means the first point of contact for a Customer or its Users to log Service Calls.

**Service Level Targets** means the targets that apply to the Digital Workplace Services.

**Service Request** is defined in clause 12.3 of these Service Terms.

**Service Start Date** means, for the Services, the earlier of the date notified by Interactive in accordance with clause 10.2 or 10.13 for all Services, or the date the Customer accepts the results of Acceptance Testing for all Services.

**Services**, in these Terms, means the Digital Workplace services as described in the CMS SOW, which may be further described in a Service Description.

**Solution** means the proof of concept or technical design of the Services contained in the CMS SOW.

**Third Party Licensing Terms** means the licensing terms available online at [www.interactive.com.au/terms-and-conditions](http://www.interactive.com.au/terms-and-conditions), or such other URL as Interactive may use.

**Users** means the Customer's employees or contractors that are set up as users in the Customer's Active Directory and under the scope of Digital Workplace Services support by Interactive.

## 2. Services

- 2.1 Interactive will provide the Services to the Customer that are specified in the CMS SOW.
- 2.2 The Service Descriptions applicable to certain Services are found at [www.interactive.com.au/terms-and-conditions/](http://www.interactive.com.au/terms-and-conditions/) and are each incorporated into the Agreement if the Service is specified in the CMS SOW.
- 2.3 Interactive will provide the Digital Workplace Services to the Customer utilising all reasonable skill and care.

### 3. Term of Services

- 3.1 Interactive will provide the Services for the Individual Term. The Individual Term commences on the Service Start Date.
- 3.2 Not less than 90 days before the end of the Individual Term or a current Further Term, either party may serve written notice on the other party stating it will not renew the Services. The Services renew for successive terms of 12 months (each successive term being a "Further Term"), at the end of the Individual Term and each Further Term if no such notice is served.

### 4. Solution Description

The Services will be delivered to the specifications detailed in the CMS SOW and applicable Service Description, unless otherwise agreed by the parties in writing during Project delivery.

### 5. Customer Portal and Service Calls

- 5.1 Interactive will provide Users with access to the Customer Portal, which will give the Customer (IT admins) the ability to log Service Calls and track the progress of Incidents and/or Service Requests.
- 5.2 To the extent permitted by law, Interactive makes no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Customer Portal. Interactive does not guarantee the Customer Portal will be available or free from errors.
- 5.3 In addition to the Customer Portal, Interactive will provide the following to the Customer's Users to log Service Calls:
- (a) a dedicated 1300 number; and
  - (b) a dedicated support email ID.

### 6. Change Management

#### Prior to Service Start Date

- 6.1 Before the Service Start Date, if either party requests any change to the CMS SOW, that party shall submit to the other party a Project Change Request ("**PCR**").
- 6.2 The party submitting the PCR shall describe the change, the rationale for the change and the effect the change will have on the Services, Service Fees and operation of the Customer's Equipment in the PCR.
- 6.3 Each party's Project Manager shall review the proposed change and may then either approve it, submit it for further investigation or reject it.
- 6.4 If parties agree to the PCR, they shall sign the PCR and, from the date it is signed, the CMS SOW will be amended according to the changes described in the PCR. If the PCR is not agreed to, the CMS SOW will continue to apply unchanged.

#### After the Service Start Date

- 6.5 After the Service Start Date, if the Customer requests changes to the Services, the Customer may make a request for the changes as follows:
- (a) If the Customer requests changes to items that are listed in the Service Catalogue, Interactive shall provide the changes requested, subject to the limits specified in the Service Catalogue, and the Customer shall pay Interactive the Service Fee set out in the Service Catalogue effective upon activation of the Service item.

- (b) If the new services are not available in the Service Catalogue, Interactive will consult with the Customer to identify a solution, including how to implement it, and provide a quotation for the new services. If the Customer accepts the quotation in writing, Interactive shall provide those new services as set out in the quotation and the Customer shall pay Interactive the fee set out in the quotation.

## 7. Continued Operations

If additional services are required by Interactive to ensure the continued operational state, Interactive may at its discretion add the additional services and thereafter immediately notify the Customer. If the Customer agrees to the additional services, the Customer will be responsible for the fees as detailed in the Service Catalogue at the unit price specified. If the Customer does not agree to the additional services, Interactive will work with the Customer to agree an alternate option within a maximum of five (5) Business Days, and if the Customer cannot agree to any of the alternatives, either party can refer the matter in accordance with the dispute resolution procedure in the Master Services Agreement.

## 8. Pricing Terms

- 8.1 The Customer shall pay the Service Fee for each Service that is set out in the CMS SOW.
- 8.2 Notwithstanding clause 8.1 the Customer shall pay the monthly Service Fees for each individual Service listed in the CMS SOW from the date it is provisioned, even if all Services have not yet been accepted. Each individual Service is deemed to be provisioned on the earlier of the date notified by Interactive in accordance with 10.2 or 10.13 for that Service, or the date the Customer accepts the results of Acceptance Testing for that Service.
- 8.3 The Implementation Fee for the Digital Workplace Services is payable on the following milestones, as notified by Interactive, as follows:
  - (c) The date of the CMS SOW: 50%
  - (d) Service Start Date: 50%
- 8.4 Pricing Terms that are specific to certain Services are set out in the relevant Services Description.
- 8.5 With respect to any Third-Party Software, if the relevant Third-Party Software Vendor:
  - (e) increases its licence fees or introduces new licence fees for their products that directly relate to the Digital Workplace Services being provided to the Customer, Interactive may increase the Service Fees upon 30 days' written notice from Interactive to the Customer; or
  - (f) issues a billing correction to Interactive that directly relates to the Digital Workplace Services, Interactive may issue an additional invoice to the Customer in respect of the billing correction, which may include retrospective Service Fees payable.

## 9. Licensing

- 9.1 The Customer must comply with, and agrees to, the Third Party Licensing Terms which are available online at [www.interactive.com.au/terms-and-conditions](http://www.interactive.com.au/terms-and-conditions), or such other URL as Interactive may use.
- 9.2 If the CMS SOW states that Interactive provides Jamf (MDM for MacOS) licencing, the Customer shall comply with the Software License and Services Agreement set out at [resources.jamf.com/documents/jamf-SLASA.pdf](http://resources.jamf.com/documents/jamf-SLASA.pdf) or such other URL used by Jamf Software from time to time.
- 9.3 The Customer shall have appropriate software licensing for all operating systems and Applications, except for licenses specifically provided by Interactive as detailed in the CMS SOW.

- 9.4 Where applicable, the Customer shall obtain valid licenses and obtain software maintenance services for its software, including upgrades necessary to correct defects. To the extent that the Customer is a party to a software agreement under which a third party provides software maintenance for its software, the Customer will make the benefits of such maintenance available to Interactive in order to enable Interactive to perform the Services.
- 9.5 The Customer warrants it has procured the required licences and rights of use for all software the Customer relies upon for business functionality. The Customer shall pay all costs incurred in complying with this clause, unless otherwise agreed in writing by the parties.

## **10. Project Delivery**

- 10.1 Each party will assign a Project Manager and confirm an expected Project start date.
- 10.2 If the Customer is delaying the Project, Interactive may send the Customer a notice requiring it to rectify the delay within five (5) Business Days. If the Customer fails to or is unable to rectify the delay, Interactive may complete the remaining activities that are not dependent on the Customer and issue a notice confirming the Service Start Date (for the avoidance of doubt in these circumstances the provision of this notice will not require any Acceptance Tests to have occurred).

### Due Diligence

- 10.3 The parties shall conduct the Due Diligence Stage to confirm the accuracy of the information the Customer has provided to Interactive and identify any possible issues or impact upon the Project.
- 10.4 If any issues are identified by Interactive that affect the Solution, the parties may agree to change the Solution in accordance with the Change Management Process (clause 6) or the Assumptions (clause 13).

### Build Stage

- 10.5 During the Build Stage, Interactive will liaise with the Customer to develop a detailed design, project plan and project schedule, which may include migration, Acceptance Testing, and cut over (each where applicable).
- 10.6 Interactive will perform the Build Stage in accordance with the Project plan.

### Acceptance Testing

- 10.7 On completion of the Build Stage for each Service, Interactive will notify the Customer of the date the Customer may commence conducting Acceptance Tests ("Acceptance Test Commencement Date").
- 10.8 The Customer shall complete Acceptance Testing no later than five (5) Business Days after the Acceptance Test Commencement Date.
- 10.9 If the Customer's Acceptance Testing identifies any defects caused by Interactive that prevent the Customer from using the tested Services, the Customer may provide Interactive with notice in writing rejecting the Acceptance Tests and detailing the reasons why. If the Customer delivers that notice:
- 10.10 the parties shall work together to identify and correct the error that caused the Acceptance Tests to fail; and
- 10.11 after the cause of error is corrected, Interactive will notify the Customer of a new Acceptance Test Commencement Date and, in that event, clause 10.8 will apply again.
- 10.12 If the Customer, acting reasonably, delivers more than two notices rejecting the results of the Acceptance Tests, either party may refer the matter for resolution in accordance with the dispute resolution provisions in the Master Services Agreement.

10.13 If the Customer fails to complete Acceptance Testing or deliver a notice rejecting the Acceptance Tests within five (5) Business Days after the Acceptance Test Commencement Date, then Acceptance Testing will be deemed completed by the Customer. After all Services have completed Acceptance Testing, or are deemed to have completed Acceptance Testing, Interactive will provide the Customer with a notice informing it of the Service Start Date.

## **11. Customer Responsibilities**

11.1 The Customer shall:

- (a) provide network connectivity (except those detailed in the CMS SOW) for end user devices to allow Interactive to connect to the end user devices;
- (b) provide application related configuration details for the correct set-up of the operating system; and
- (c) manage the Customer's third parties in relation to migration, Acceptance Testing and cut over.

11.2 The Customer shall not use, attempt to use, or knowingly permit the use of the Services to store or transmit illegal material or in connection with any illegal, abusive or inappropriate behaviour.

11.3 The Customer must provide Interactive with a minimum of five (5) Business Days' notice of any security testing (including but not limited to penetration testing or denial of service testing) and receive written approval from Interactive prior to proceeding. Without limitation to Interactive's other rights, the Customer's failure to do so will result in any costs associated with responding to any alerts caused by the testing to be charged in accordance with the Standard Charge Out Rates, in addition to the suspension of any availability targets or service levels and any associated penalties. The purpose of this clause is to ensure that the activities of one customer do not affect other customers of Interactive.

11.4 The CMS SOW may specify additional Customer responsibilities that apply.

## **12. Service Level Agreement ("SLA")**

12.1 This SLA applies to the Digital Workplace Services provided by Interactive to the Customer in accordance with these Digital Workplace Service Terms.

12.2 Interactive will endeavour to meet the Service Levels, however the Customer acknowledges that a Failure is not deemed to be a breach of the Digital Workplace Service Terms.

12.3 Service Requests

- (a) A Service Request is a request from the Customer for a simple request within the scope of the Digital Workplace Services (including an IMAC), determined by Interactive to be a request that:
  - (i) is a non-complex change that does not require planning or due diligence;
  - (ii) can be completed in a single business day, by a single engineer and during Business Hours; and
  - (iii) does not require any dedicated infrastructure to be purchased.
- (b) If the Customer makes a request that is more complex than a Service Request, or requires planning, due diligence, multiple engineers, dedicated infrastructure, where an IMAC applies for multiple devices (as defined in the relevant Service Description) requiring coordination, or will take multiple days to complete, Interactive will treat these requests as a standalone project ("Complex Service Request"). Interactive cannot guarantee project delivery timelines for requests that are not Service Requests, as timelines vary depending on infrastructure availability from suppliers and each party's resource availability. Should such a complex

request be raised, Interactive will engage the relevant internal stakeholders to assess and quote on the request for the Customer to review and approve/accept as appropriate.

12.4 Applicable Service Level Targets

The following Service Level Targets apply to the Digital Workplace Services, each as further described below:

- (a) Service Requests: Response Time, Resolution Time and Update Time.
- (b) Incidents: Response Time, Resolution Time and Update Time.

12.5 Service Requests: Response Time, Resolution Time and Update Time

- (a) Interactive will aim to respond to Service Requests in accordance with the Service Level Targets set out below as follows:
  - (i) Interactive will aim to respond to the Customer within the Target Response Time after a Service Request is made;
  - (ii) Interactive will aim to Resolve the Service Request within the Target Resolution Time; and
  - (iii) Interactive will aim to provide updates to the Customer within the Target Update Time while the Service Request is being Resolved.

Description	Service Level Target		
	Target Response Time	Target Resolution Time	Target Update Time
<b>Service Request</b>	< up to One (1) Business Day	Four (4) Business Days	Four (4) Business days

12.6 Incident Management: Response Time, Resolution Time and Update Time

- (a) Incident management is the process by which Incidents are managed by Interactive from initial registration by the Customer through to Resolution, and includes the coordination of Incident fulfillment by Interactive, Customer, vendor/support resolver groups, as well as the coordination of the interface between these resolver groups.
- (b) The Customer shall determine:
  - (i) the systems that are critical to its business operations; and
  - (ii) the windows of time during which the critical business systems must be operational.
- (c) All Priority 1 and 2 calls are to be placed directly via a phone call to the Service Desk. Priority 1 and Priority 2 incidents not logged by phone calls are exempt from the calculation of Service Levels. Priority 3 and Priority 4 incidents may be logged by phone call or email.
- (d) Interactive, at its sole discretion, may charge the Customer a reasonable amount, based on the Standard Charge Out Rate, to diagnose an Incident if the Customer knew, ought to have known, or would have known following reasonable investigation, that the Incident was not caused by Interactive, or was caused by something within the Customer’s Responsibility Domain.
- (e) Any Priority 1 and 2 calls escalated to Managed End User Device Team will be attended during the Business Hours only.

12.7 Initial Impact Assessment

- (a) Interactive will determine the priority of any reported Incident based upon the Customer’s impact assessment having regard to the urgency and impact definitions in Table 1 and Table 2 below. Interactive will then allocate a priority level in accordance with Table 3 below.

- (b) Where there is doubt regarding impact to a significant number of users or a few users, Interactive will be conservative and classify the Incident at the next highest level. Incident or problem priority level classification may be changed later with a valid reassessment.
- (c) If the Customer disagrees with Interactive’s classification of an Incident, the Customer may escalate the matter to Interactive’s Contract Representative to discuss the classification, rather than Interactive assigning a higher priority.

**Table 1 - Urgency Definitions**

URGENCY			
Critical	High	Medium	Low
Critical business function impacted.	Important business function is impacted.	Administration activities impacted.	Business function continues.

**Table 2 - Impact Definitions**

IMPACT			
Critical	High	Medium	Low
All Customer Users are affected.	All business unit or department Users are affected.	All team Users are affected.	Only an individual is affected.

- (a) Upon receiving advice of the urgency and impact of the Incident, Interactive will allocate a Priority level in accordance with Table 3.

**Table 3 - Priority Definitions**

Priority		IMPACT			
		Critical	High	Medium	Low
Urgency	Critical	Priority 1	Priority 2	Priority 2	Priority 3
	High	Priority 1	Priority 2	Priority 3	Priority 4
	Medium	n/a	Priority 3	Priority 4	Priority 4
	Low	n/a	Priority 4	Priority 4	Priority 4

- (b) Interactive’s Service Level Targets for responding to and Resolving Incidents are set out in Table 4.

**Table 4 - Priority Mapping Matrix**

Priority	Description	SERVICE LEVEL TARGETS		
		Response Time	Resolution Time	Update Time
1	Critical	< 30 mins	Four (4) hours	One (1) hour
2	High	< 1 hour	Eight (8) hours	Two (2) hours
3	Medium	Next Business Day	Two (2) Business Days	Two (2) Business Days
4	Low	Next Business Day	Four (4) Business Days	Four (4) Business Days

- (c) Where there is doubt regarding impact to a significant number of Users or a few Users, the initial impact assessment will be conservative by classifying the Incident at the next highest level. Incident Priority classification may be changed later with a valid reassessment.



### 13. Assumptions

- 13.1 Interactive relies on the information provided to it by the Customer to be able to perform the Services as required by this Agreement. If any assumptions made by Interactive or set out in the CMS SOW, a Service Description or these Terms are proven inappropriate, including because the information provided by the Customer was incorrect or inadequate, or if technical requirements are proven to be beyond the capabilities of the Solution, Interactive will negotiate with the Customer with respect to one or more of the following:
- (a) altering the Solution, which may require a change in accordance with the Change Management Process;
  - (b) adjusting the Project Schedule in relation to any changes required to the Solution; and
  - (c) adjusting either or both of the Implementation Fee and the monthly Service Fees as a result of the alterations to the Project.
- 13.2 The following assumptions apply if Interactive provides migration services:
- (a) the Customer will allow Interactive to install or upgrade the version of PowerShell & .NET on the Customer's existing devices to be migrated, which may be virtual or physical end user devices, and enable Interactive to run automation scripts, which may automate removing old agents from and/or adding Interactive's new agents to the devices;
  - (b) the Customer will allow Interactive to enable or disable operating system components, such as Microsoft UAC (or similar), on the Customer's existing devices to be migrated to allow certain automation scripts to function; and
  - (c) the Customer will whitelist and allow network access to certain URLs, nominated by Interactive, to allow Interactive to run automation tools. Interactive will provide the Customer with information explaining the purpose and security of these URLs on request.

### 14. Services Not Included – Available on Time Material Basis

- 14.1 The following works are not included in the Services provided by Interactive, unless specifically detailed in the CMS SOW (the works are excluded, but are available upon request on a time and material basis):
- (a) rectifying or mitigating issues within the Customer's environment, if the issue is caused or contributed to by the Customer (for example, Applications not being supported by the vendor) and Interactive has previously provided recommendations to the Customer to rectify or mitigate the issue, which the Customer has not implemented;
  - (b) implementation of additional security configurations and settings for the customer environment as requested by the Customer;
  - (c) provide the Customer with relevant information for auditors;
  - (d) Service Requests (including IMAC) above the monthly allocation to which the Customer is entitled as part of the Managed Services, as detailed in the Service Description;
- 14.2 If Interactive provided recommendations to the Customer to rectify or mitigate issues within the Customer's environment, the Customer did not implement the recommendations, and those issues caused or contributed to loss or liability being incurred by the Customer, the Customer irrevocably releases Interactive from, and indemnifies Interactive against, any such loss or liability.

## 15. Exclusions

15.1 The following items are Out of Scope and are not included in the Services provided by Interactive unless specifically detailed in the CMS SOW and the applicable Service Description document:

- (a) anything not listed as being in-scope as part of the Services;
- (b) telephone or fax systems;
- (c) cabling infrastructure at the Customer's premises;
- (d) licensing, not specifically provided by Interactive, at the Customer's premises;
- (e) management of any devices beyond the scope of this proposal;
- (f) support of all other applications;
- (g) providing application specific firewall rules;
- (h) management of database applications;
- (i) two-factor authentication; and
- (j) end-user training.

15.2 The CMS SOW and the applicable Service Description document may specify additional exclusions that apply.

15.3 Unless otherwise agreed in the CMS SOW, if Interactive caused loss of, or damage to, Customer data hosted on the Services, Interactive's sole liability for the lost or damaged data is to assist the Customer to restore the lost or damaged data to the last available restoration point.

## 16. Out of Scope Work

16.1 If a CMS SOW or Cloud Services are terminated for any reason, the parties shall consult and agree on the terms and responsibilities involved in transitioning the Cloud Services to the Customer, or a third party appointed by the Customer. Provided the Customer has paid all amounts owing to Interactive, Interactive may assist the Customer with migration of the Data upon request from the Customer, which will be charged at Interactive's standard rates, or a rate to be agreed between the parties.

16.2 The Customer shall pay Interactive on a time and materials basis (with labour charged at the Standard Charge Out Rate), all costs and charges incurred by Interactive in relation to the transitioning out of the Cloud Services, including any costs for Cloud Resources provisioned during a transition period.

16.3 Interactive may delete all Data immediately upon termination of the relevant CMS SOW or Cloud Services, subject to clause 16.4

16.4 If, before the relevant CMS SOW or Cloud Services are terminated, the Customer makes a request to Interactive in writing for a backup or copy of the Data, Interactive will provide the backup or copy at the Customer's expense (based on the Standard Charge Out Rate) and will not delete the Data until it has provided the backup or copy. The Customer acknowledges the CRP may delete Data in accordance with the CRP Terms.

16.5 The Customer must pay for all Cloud Resources provisioned until the Data is deleted and Interactive may require the Customer pay this amount monthly in advance, based on expected provisioning, with a true-up at the end of the month. This clause survives termination of the CMS SOW.

## 17. Planned Outage Periods

17.1 Planned Outage Periods may be declared by Interactive from time to time for any purposes including:

- (a) maintenance requirements on a facility, its networks or systems;

- (b) de-installation of infrastructure; and
- (c) infrastructure, firmware or software currency upgrades.

- 17.2 Interactive will use reasonable endeavours to give the Customer at least fourteen (14) days' notice of any Planned Outage Periods and provide details of the expected length of any Planned Outage Period.
- 17.3 The Customer must comply with Interactive's reasonable requirements in connection with any Planned Outage Periods.

## **18. Limitation of Obligations - Communications**

Interactive is not liable to the Customer for any delays, loss or liability suffered by the Customer where a system or the Services become unavailable due to a communication network failure, or other such causes, beyond the control of Interactive.

## **19. Transition Out**

- 19.1 If the Services are terminated for any reason, the parties shall consult and agree on the terms and responsibilities involved in transitioning out of the Services to the Customer, or a third party appointed by the Customer. If the Services are validly terminated by the Customer in accordance with the Agreement, Interactive will promptly comply with all reasonable requests and directions of the Customer in order to facilitate the transitioning out of the Services and Customer data so as to cause minimal interruption to ongoing services.
- 19.2 The Customer shall pay Interactive on a time and materials basis (with labour charged at the Standard Charge Out Rate), all reasonable costs and charges incurred by Interactive in relation to the transitioning out of the Services.

## **20. General**

- 20.1 During the term of the CMS SOW and for a period of 12 months after the termination, the Customer must not solicit or offer employment to any of Interactive's personnel who have been involved in the performance of the Managed End User Device Services. This clause does not prohibit the Customer from offering employment to any of Interactive's personnel who have applied for a position that has been advertised to the general public in good faith.
- 20.2 The Customer acknowledges that Interactive may vary these Terms, any Service Description or Service Level Agreement at any time by posting an updated version at [www.interactive.com.au/terms-and-conditions](http://www.interactive.com.au/terms-and-conditions), or such other URL as may be used by Interactive. It is the Customer's responsibility to monitor the relevant URL for updates, and to comply with these Terms, each Service Description and Service Level Agreement as updated. The updates to these documents will apply from the version date stated on it. By continuing to use the Services after that date, the Customer is deemed to have agreed to the updated documents.