

## AUDIT SERVICES - SERVICE DESCRIPTION

This Audit Service Description ("Audit Service Description") contains the terms governing the provision of Services by Interactive New Zealand Limited (NZBN: 9429031513197) of 461 Williamstown Road, Port Melbourne VIC 3207 ("Interactive") to the Customer named in the Systems Statement of Work (the "Statement of Work").

This Audit Service Description forms part of the Agreement, also containing the Master Services Agreement.

### 1 Audit Services

- 1.1 Interactive will perform an Audit of the approximate number of Racks and / or Equipment situated at the Audit Locations set out in the Statement of Work to identify unsupported Equipment and provide an inventory to the Customer.
- 1.2 Interactive will perform the Audit on the following Equipment types:
  - (a) Servers;
  - (b) Storage devices (e.g. SANs, etc.);
  - (c) Network devices;
  - (d) Workstations; and
  - (e) UPS devices.
- 1.3 Interactive will use its best endeavours to collect the information about the Equipment requested by the Customer during the pre-scoping phase as set out in the Statement of Work, which may include one or more of the following information (the "Equipment Information"):
  - (a) Host/Device Name;
  - (b) Parent (e.g. if Blade within chassis);
  - (c) Location;
  - (d) Rack Location;
  - (e) Device Type;
  - (f) Serial Number;
  - (g) Make/Model;
  - (h) Power State (On or Off);
  - (i) Vendor Warranty Date;
  - (j) Interactive Support (Y/N);
  - (k) Asset tag number on the device (where visible); and
  - (l) Any other information that can uniquely identify the device.
- 1.4 Interactive will collate the information obtained during the Audit and provide the Customer with a single Microsoft Excel file containing the Audit information.
- 1.5 Any Equipment that is not included in the Audit as a result of the Interactive engineer (or agent) not being escorted to, or given access to, a particular area by the Customer will not be included in the final inventory.

## 2 Out of Scope Services

- 2.1 The Statement of Work does not include Audits on the following Equipment types:
- (a) Telephony equipment (e.g. desk phones, IP phones, mobile phones, smart phones);
  - (b) Laptops, Tablets, personal computers;
  - (c) Printers, Photocopiers; and
  - (d) Wireless Access Points.

## 3 Customer Obligations

- 3.1 The Customer will:
- (a) ensure that Interactive's engineers (or agents) have full and safe access to the Equipment and the Audit Location for the purposes of providing the Audit Services;
  - (b) ensure that Interactive's engineers (or agents) have reasonable access to adequate working space, telephones, electricity and Internet access whilst at the Audit Location;
  - (c) be solely responsible for maintaining and implementing a procedure for the backing up and restoration of its own data;
  - (d) promptly provide Interactive with any information and consumables that Interactive reasonably requests to enable it to provide the Services;
  - (e) provide safe access including OHS & Security training to Interactive engineers (or agents), for the Audit Locations as required, at the Customer's cost;
  - (f) provide access to adequate working space, telephones, electricity and Internet; and
  - (g) provide a list of local contacts for Customer staff at the Audit Location.

## 4 Assumptions

- 4.1 The following assumptions apply:
- (a) Interactive engineers (or agents) are not required to search for Equipment, including no requirement to search through drawers, desks, cupboards etc.
  - (b) Interactive engineers (or agents) are not required to perform work in an unsafe environment, building site or other hazardous location (excluding where OHS certification authorises them to do so).
  - (c) Should an additional visit be required to Audit Locations where the Interactive engineer (or agent) was not escorted to, or provided with access originally, then any additional visits may incur additional charges.

## 5 Payment

- 5.1 Interactive shall issue the invoice for the Service Fees when Interactive has completed the Services.
- 5.2 The Service Fees set out in the Systems Statement of Work only covers the Audit Locations, Equipment Information types, approximate number of Racks and or number of Equipment described in the Systems Statement of Work. If any additional scope or number of devices is identified after execution of the Statement of Work the parties will comply with the Change Management Procedure set out in clause 6 of this Audit Service Description and additional fees will apply.
- 5.3 If Interactive provides Out of Scope Work at the Customer's request, such as those services referred to in clause 2.1, the Customer shall pay the applicable Standard Charge Out Rate for each hour of Out of Scope Work provided.

## 6 Change Management Procedure

- 6.1 Any revisions, modifications, or alterations requested by the Customer to the Services after execution of the Statement of Work will be deemed a change request ("Change Request") and must follow the Change Management Procedure below:
- (a) Either party may request a change to the Services by submitting a Change Request to the other party.

- (b) The party submitting the Change Request shall describe the change, the rationale for the change and the effect the change will have on the Services, Service Fees payable and the timeline for delivery of the Services.
  - (c) Each party shall review the Change Request and may then either approve it, submit it for further investigation or reject it.
  - (d) If the parties agree to the Change Request, they shall, at Interactive's election, based on the Change Request either:
    - (i) sign a variation or addendum to the Statement of Work and, from the date it is signed, the Statement of Work will be amended according to the variation or addendum; or
    - (ii) enter into a separate Statement of Work for the relevant Services.
- If the Change Request is not agreed to, the Statement of Work as it relates to the Audit Services will continue to apply unchanged.

## 7 Variation

- 7.1 Interactive may (acting reasonably) vary this Service Description at any time provided that Interactive notifies the Customer of any proposed material variation in writing no less than 30 days in advance of any such variation and posts an updated version at <https://www.interactive.com.au/terms-and-conditions/> or such other URL as may be used by Interactive and stated in the notice. The variation to the Service Description will apply from the version date stated on the varied Service Description, and by continuing to use the Services after that date, the Customer agrees to the varied the Service Description.
- 7.2 If a variation proposed in accordance with the preceding clause materially and adversely impacts the rights or obligations of the Customer under the this Service Description (including (i) through the imposition of, or increase to, any fee or charge payable by the Customer beyond anything detailed in the Statement of Work, Master Services Agreement, or a Service Description, but excluding changes required by law, regulatory bodies, third party providers, or to the Standard Charge Out Rates), the Customer may elect to remain on the then current version of the this Service Description (if possible) by giving fourteen (14) days written notice to Interactive. This notice must be given by the Customer to Interactive within thirty (30) days of Interactive notifying the Customer of the proposed variation. Where this election is made by the Customer the parties will sign an executable copy of the last agreed Service Description.

## 8 Definitions

**Audit Location** means the Customer site at which the Equipment is located as set out in Statement of Work.

**Audit** means the collection of information as described in this Service Description.

**Change Management Procedure** means the procedure outlined in clause 6.

**Equipment** for the purposes of this Services Description means the Customers physical equipment that the Customer requires Interactive to perform an Audit on.

**Rack** means a cabinet or frame designed to accommodate the Customers Equipment.