

# DISASTER RECOVERY WORKSTATION SERVICE DESCRIPTION

This document ("**Disaster Recovery 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 DCBC SOW that applies to this Disaster Recovery Workstation Service Description ("**Customer**").

This Disaster Recovery Workstation Service Description forms part of the Agreement, also containing the Master Services Agreement.

## 1 Terms of Services

- 1.1 Interactive shall provide Disaster Recovery Services in accordance with this Disaster Recovery Workstation Service Description for the Individual Term set out in the DCBC SOW.

## 2 Declaration of a Disaster

- 2.1 The Customer must complete and submit to Interactive a Disaster Declaration List as soon as reasonably practicable after the date of the DCBC SOW and must immediately notify Interactive of any changes to the Disaster Declaration List.
- 2.2 When a Disaster occurs, an Authorised Caller shall immediately make a Disaster Declaration by notifying Interactive by telephone and identifying the affected Customer Location. Interactive will ensure that an engineer is available to be contacted 24 hours per day, 7 days per week, 365 days per year to receive any such calls from the Customer.
- 2.3 The Customer shall confirm the Disaster Declaration by executing and submitting a Disaster Declaration Form to Interactive, as soon as reasonably practicable, but not more than 24 hours after the verbal Disaster Declaration has been made. After the Disaster Declaration has been confirmed in writing, or 24 hours after the verbal Disaster Declaration, Interactive will issue an invoice for the Disaster Declaration Fee.
- 2.4 Once a Disaster Declaration is made, Interactive will, within the Response Time, allow the Authorised Persons to enter the Facility and use Interactive Equipment on the terms, and subject to the conditions, set out in item 11, for the duration of any Disaster Usage Period, or an extended Disaster Usage Period if permitted by Interactive.

## 3 Services

- 3.1 Interactive will:
  - (a) if a Disaster Declaration is made, provide the Authorised Persons with access to the Facility and Interactive Equipment within the Response Time in accordance with the provisions of this Disaster Recovery Workstation Service Description.
  - (b) if Testing is required, provide the Authorised Persons with access to the Facility to use the Interactive Equipment in accordance with item 11;
  - (c) appoint an engineer with hardware and operating system skills for standard platforms to provide Technical Assistance, as reasonably required;
  - (d) use reasonable endeavours to provide car parking to the Customer to the extent it is able to do so;
  - (e) ensure that the Facility can be safely used by the Authorised Persons and that the Facility conforms to Interactive's health and safety policies; and
  - (f) provide physical security access via proximity security passes and data and system security on internal services.

- 3.2 Interactive is not liable to the Customer for, and the Customer irrevocably releases Interactive from all claims arising out of or in relation to, any loss or damage suffered by the Customer if such loss or damage was caused by the Customer's 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 shall Test the Equipment at the Facility within the Annual Testing Period no later than 6 months after the Service Start Date, and at least once every 12 months after that time.
- 4.2 All Testing must be performed during Business Hours. If Testing is required After Hours the Customer must, with no less than 30 days' notice, seek written consent from Interactive. Interactive may deny any request for After Hours access acting reasonably.
- 4.3 The Customer may request an extension to the Annual Testing Period by giving written notice to Interactive setting out the period of the extension sought and the dates that additional Testing is required. Interactive will, permit or deny the request, (such permission not to be unreasonably withheld), within 30 days after receipt of the notice. If the request for extension of the Annual Testing Period is granted, the Customer shall pay Interactive the Additional Daily Testing Fee per day of additional Testing.

## **5 Technical Assistance**

- 5.1 During Testing:  
For the duration of the Annual Testing Period, Interactive will provide on-site Technical Assistance during Business Hours inclusive in the monthly Service Fee. Subject to item 4.2, Interactive may provide Technical Assistance After Hours upon request at the After-Hours rate.
- 5.2 During a Declared Disaster:
- (a) Subject to item 5.2(b), for the duration of the Disaster Usage Period, Interactive will provide Technical Assistance as follows:
    - (i) During the first 48 hours, Technical Assistance will be provided during Business Hours and After Hours inclusive in the monthly Service Fee.
    - (ii) After the expiration of first 48 hours and for the remainder of the Disaster Usage Period, Interactive will provide Technical Assistance during Business Hours inclusive in the monthly Service Fee. Interactive may provide Technical Assistance After Hours upon request at the After-Hours rate.
  - (b) If the Customer has not complied with item 4.1, Interactive will only provide Technical Assistance at the Facility for the first 48 hours of the Disaster Usage Period. If any Technical Assistance is required after the expiration of that 48 hours, the Customer shall pay the Technical Assistance Fee for both Business Hours and After-Hours Technical Assistance, unless otherwise agreed in writing.

- 5.3 The rates for Technical Assistance are set out in the DCBC SOW.

## **6 Use of the Facility**

- 6.1 The Customer is granted a limited and non-exclusive licence to use specified areas within the Facility in accordance with this Statement of Work and has not been granted a lease or sublease.
- 6.2 Interactive may refuse entry to or remove any person from the Facility if they fail to comply with the Interactive Data Centre External User Guide or any reasonable directions of Interactive's staff.

- 6.3 Interactive may reasonably, in its absolute discretion, refuse entry to or remove any third party or subcontractor of the Customer from the Facility or the Customer Equipment without limitation if they:
- (a) are not authorised for entry by the Customer;
  - (b) fail to comply with the reasonable directions of Interactive's staff;
  - (c) perform works that cause danger to people or property;
  - (d) fail to complete Facility and/or OH&S Site inductions prior to the commencement of any works;
  - (e) fail to act in a professional and courteous manner; or
  - (f) during Planned Outage Periods or emergency maintenance.
- 6.4 Interactive will refuse entry to the Facility to any person who is not named in the Authorised Persons List.
- 6.5 The Customer will only have access to the number of Workstations set out in the DCBC SOW.
- 6.6 During a Declared Disaster, the Customer shall not use the Facility for longer than the Disaster Usage Period.
- 6.7 The Customer may request an extension of the Disaster Usage Period by giving written notice to Interactive not less than 7 days before the end of the Disaster Usage Period (an "Extension Request"). The Extension Request must set out the period of the extension sought and the steps the Customer will take to stop using the Facility. Interactive may, permit or deny any Extension Request if it does not have the capacity to grant the Extension Request or is unable to accommodate the Extension Request for reasons beyond its control. If an Extension Request is granted, the Customer shall pay the applicable Extended Disaster Usage Period Fee for each day the Disaster Usage Period is extended and the Technical Assistance Fee for any Technical Assistance provided.
- 6.8 The Customer may only use the Facility and Interactive Equipment for Testing or during a Declared Disaster. The Customer shall not use the Facility or Interactive Equipment for day to day or production operations, except during a Declared Disaster.

## **7 Customer Obligations**

- 7.1 The Customer shall:
- (a) provide the Authorised Persons List to Interactive and must notify Interactive of any changes to it as soon as reasonably practicable to ensure it is up to date at all times;
  - (b) comply with the additional requirements set out in item 11 where applicable;
  - (c) provide, load, install, configure, support, license and pay all fees relating to its software and data. The Customer is solely responsible for maintaining a procedure for the backing up and restoration of its own data;
  - (d) ensure the Customer's Equipment, including communications equipment, is correctly installed and configured;
  - (e) comply with the Interactive Data Centre External User Guide and any reasonable directions of Interactive's staff when accessing the Facility;
  - (f) remove its data from Interactive Equipment after completing each Test and after using the Facility for a Declared Disaster; and
  - (g) only use the Facility for the purpose of the Services and its own internal business use and shall not on-sell the Services to any other party.
  - (h) Only use the Facility and Interactive Equipment in a manner that, in Interactive's reasonable opinion, is not likely to diminish the integrity, quality or functionality of the Facility or Interactive Equipment.
  - (i) Promptly provide Interactive with any information and consumables that Interactive reasonably requests to enable it to provide the Services.

- 7.2 The Customer is responsible for the maintenance of the Customer's Equipment. Interactive is not required to maintain the Customer's Equipment unless a written agreement for hardware maintenance is entered into between the Customer and Interactive.
- 7.3 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.
- 7.4 Within 7 days of the expiry or termination of the Disaster Recovery Workstation Services component of the DCBC SOW, the Customer shall remove the Customer's Equipment from the Facility, at a time agreed between the parties. If the Customer fails to comply with this clause, or if the parties cannot agree to a time, Interactive may remove the Customer's Equipment from the Facility and deliver it to the Customer's last known address. The Customer shall pay all reasonable costs associated with such removal and the Customer irrevocably releases Interactive from all claims it has, or may have had, arising out of or in relation to the removal of the Customer's Equipment by Interactive.

## **8 Equipment Changes**

- 8.1 The Customer may request Interactive to add Interactive Equipment to the DCBC SOW.
- 8.2 The Customer's request must list the items of Equipment to be added and the dates the Customer would like the changes to take effect from; such date to be no earlier than 30 days after the date of the request. If Interactive has capacity to provide the additional services, Interactive will provide a written quote to the Customer setting out the impact of the change on the Service Fees and the terms of this Disaster Recovery Workstation Service Description.
- 8.3 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.
- 8.4 Interactive may change the Equipment to ensure currency with operating systems or for other valid reasons by giving the Customer at least 90 days' notice. The Customer may test desktop images during that notice period. After the notice period, Interactive may change the Equipment even if the Customer has not tested the desktop images.

## **9 Planned Outages**

- 9.1 Planned Outage Periods may be declared by Interactive from time to time for any purposes including:
- (a) installation of, or upgrades to, infrastructure or Equipment;
  - (b) maintenance requirements on the Interactive Facility, its networks or systems; or
  - (c) infrastructure, firmware or software currency upgrades.
- 9.2 Interactive will use reasonable endeavours to give the Customer at least 14 days' notice of any Planned Outage Periods and the length of any Planned Outage Periods.

## **10 Payment and Pricing**

- 10.1 The Customer shall pay the Service Fees for the Disaster Recovery Services from the Service Start Date.
- 10.2 The Service Fees will increase once annually by the greater of 3% or CPI, typically on or around 1 July, unless otherwise determined by Interactive.
- 10.3 The pricing set out in the DCBC SOW is exclusive of any third-party communication fees unless expressly stated otherwise.
- 10.4 The Customer will be responsible for all fees associated with the use of Consumables provided by Interactive at the Facility.
- 10.5 The costs of installing communication lines and subsequent costs of access to these lines is excluded and is to be borne by the Customer (unless otherwise set out in the DCBC SOW).

- 10.6 If the Customer has subscribed to more than one Facility, the Customer shall pay a Disaster Declaration Fee per Facility.
- 10.7 All data and telephony costs are the responsibility of the Customer. Including, but not limited to, installation, configuration, testing, dedicated line rentals from telecommunication providers, internet usage and any other data and technology costs.

## **11 Additional Requirements**

### **PART A – Multiple Subscription Interactive Equipment**

This Part A only applies if the DCBC SOW states that the Customer has purchased Multiple Subscription Workstations:

#### **11.1 Interactive Equipment**

- (a) During a Declared Disaster and Testing, Interactive will provide the Authorised Persons with access to, and use of, the Multiple Subscription Equipment and the Facility on a Multiple Subscription basis, subject to the terms and conditions of this Disaster Recovery Workstation Service Description.
- (b) The Customer's right to use the Multiple Subscription Equipment is non-exclusive and non-transferable; as the Multiple Subscription Equipment is shared with Interactive's other customers.
- (c) All Interactive Workstations are situated in a shared suite and all Interactive Systems are situated in a shared room.

#### **11.2 Allocation of Interactive Equipment**

- (a) When a Disaster Declaration is made, Interactive will allocate the Multiple Subscription Equipment for use by the Customer, provided, however, that that Multiple Subscription Equipment has not already been allocated to another customer.
- (b) The Customer acknowledges that, where it has subscribed to Interactive Workstations, the position and location of the Interactive Workstations within the Facility that are allocated to the Customer during a Disaster or Testing is at the absolute discretion of Interactive. Interactive may relocate the Customer to other Interactive Workstations within the Facility at any time.
- (c) Interactive will endeavour to coordinate and accommodate all of its customers if multiple Disasters are declared. Interactive may, in its absolute discretion, allocate a partial amount of the Multiple Subscription Equipment to the Customer. The Customer shall cooperate with Interactive in accommodating the use of the Facility and Interactive Equipment by other customers.
- (d) The Customer acknowledges it may not have immediate, exclusive or continued access to the Facility or the Multiple Subscription Equipment. The Customer waives any rights that it has, or may have had, to assert a claim against Interactive, its subcontractors or any other customers of Interactive, if any Multiple Subscription Equipment has been allocated by Interactive to another customer.
- (e) Interactive will use reasonable endeavours to allocate Interactive Equipment to the Customer for Testing as requested by the Customer.

#### **11.3 Limitation of Use**

- (a) Interactive may suspend or interrupt the Customer's access to Interactive Equipment and the Facility during Testing without notice and for any reason, including if another Interactive customer experiences a Disaster. If the Customer's Testing is interrupted or suspended by Interactive, Interactive shall provide the Customer with an additional Annual Testing Period, at no cost to the Customer, so that the Customer can Test.
- (b) Authorised Persons shall not access the Facility or Interactive Equipment for Testing unless escorted by Interactive Personnel.
- (c) The Customer shall provide Interactive with a written request for access for Testing at least 14 days before the requested Testing commencement date.

#### **PART B - Dedicated Interactive Equipment**

This Part B only applies if the DCBC SOW states that the Customer has purchased Dedicated Workstations:

##### **11.4 Interactive Equipment**

- (a) During a Declared Disaster and Testing, Interactive will provide the Authorised Persons with access to, and use of, the Facility and the Dedicated Interactive Equipment on a Dedicated basis, subject to the terms and conditions of this Disaster Recovery Workstation Service Description.
- (b) Interactive will make the Dedicated Interactive Equipment available to only the Customer. The Dedicated Interactive Equipment is situated in a Dedicated Suite, unless otherwise agreed between the parties.

##### **11.5 Limitation on Use**

- (a) The Customer may only store technical equipment in the Dedicated Suite. The Customer shall not store cardboard boxes, tapes, plastic boxes or inflammable materials in the Dedicated Suite.
- (b) During each Annual Testing Period and Disaster Usage Period, the Authorised Persons may access the Facility and Dedicated Interactive Equipment at any time, using proximity security passes provided by Interactive.
- (c) The Customer shall provide Interactive with a written request for access for Testing at least 14 days before the requested Testing commencement date.

## **12 Variation**

- 12.1 Interactive may (acting reasonably) vary any Terms or Service Descriptions (as applicable) 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 [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 and stated in the notice. The variation to the Terms or relevant Service Description will apply from the version date stated on that document, and by continuing to use the Services after that date, the Customer agrees to the varied Terms or Service Description.
- 12.2 If a variation is proposed in accordance with clause 12.1 that materially and adversely impacts the rights or obligations of the Customer under the relevant Terms or Service Description (including through the imposition of, any fee or charge payable by the Customer beyond anything detailed in the Statement of Work, Master Service Agreement, the Service Terms, or a Service Description but excluding changes required by law or regulatory bodies or third party providers), the Customer may elect to remain on the then current version of the relevant Terms or 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 Terms or Service Description.

## 13 Definitions

### 13.1 Definitions

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

**Authorised Caller** means a person who is authorised by the Customer to make a Disaster Declaration.

**Authorised Person** means a person who is authorised by the Customer to access the Facility and use Interactive Equipment in accordance with this Disaster Recovery Workstation Service Description.

**Authorised Persons List** means a list that is maintained by the Customer and given to Interactive, which contains the name and details of the Authorised Persons and Authorised Callers.

**Business Continuity and Disaster Recovery Plan** means a risk management plan with a purpose of minimising and managing damage and threats to the Customer's business in the event of a Disaster.

**CPI** means the Consumer Price Index (Weighted Average Eight Capital Cities) published by the Australian Bureau of Statistics and calculated as the percentage increase between the CPI for the quarter preceding the previous review date and the CPI for the quarter immediately preceding the current review date.

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

**DCBC SOW** means the statement of work for Disaster Recovery and Business Continuity services entered into between Interactive and the Customer named in that Statement of Work.

**Dedicated** means that Interactive Equipment is only available to a single subscribing Customer and will always be available to that Customer for Testing and / or in the event of a Disaster during the Term.

**Dedicated Suite** means a room in the Facility dedicated to the sole use of the Customer.

**Declared Disaster** means a Disaster that was declared in accordance with item 2.

**Disaster** means any unplanned interruption to the operation of the Customer's own computer processing facilities at the Customer Location, or the Customer's facility becoming inaccessible to the Customer for a period anticipated by the Customer to be long enough to have an adverse effect on its business. It includes any event that is outside the reasonable control of a party including but not limited to, natural events (such as fire, lightning, storm, flood or earthquake) explosion, accident, gas leak, loss of power, war, rebellion, sabotage, or industrial dispute.

**Disaster Declaration** means the notification of a Disaster made by the Authorised Caller to Interactive in accordance with item 1.

**Disaster Declaration Fee** means the fee payable by the Customer to Interactive when a Disaster is declared, which is set out in the DCBC SOW.

**Disaster Declaration Form** means the form submitted to Interactive by the Customer to make a Disaster Declaration.

**Disaster Declaration List** means the list that the Customer must provide to Interactive at the Service Start Date listing those persons who have authority to make a Disaster Declaration.

**Disaster Recovery Services** means the Services set out in this Disaster Recovery Workstations Service Description.

**Disaster Usage Period** means the period the Customer may access the Facility and Interactive Equipment during a Declared Disaster, as set out in the DCBS SOW.

**Extended Disaster Usage Period Fee** means the fee for each day the Customer uses the Facility in excess of the Disaster Usage Period, as set out in the DCBC SOW.

**Facility** means Interactive's location(s) referred to in the DCBC SOW.

**Individual Term** means, for the Disaster Recovery Workstation Services, the individual term set out in the DCBC SOW, commencing on the Service Start Date.

**Interactive Data Centre External User Guide** means the guidelines prepared by Interactive relating to the Customer's use of the Facility, including security measures required for access to the Facility and occupational health and safety policies as updated by Interactive from time to time.

**Interactive Equipment** means Interactive Workstations, infrastructure or Interactive Systems (or both as the case may be) as set out in the DCBC SOW.

**Interactive Systems** means the systems for the Multiple Subscription Services, as set out in the DCBC SOW.

**Interactive Workstations** means workstations that include a PC, desk, chair and telephone handset, as set out in the DCBC SOW.

**Multiple Subscription** means that the Customer will be sharing Interactive's Equipment with Interactive's other customers.

**Multiple Subscription Equipment** means the Equipment set out in the DCBC SOW.

**Planned Outage Period** means a period during which Interactive may carry out work on its Facilities, infrastructure, networks or systems.

**Response Time** means the time within which Interactive will make the Facility available to the Customer following a Disaster Declaration.

**Service Start Date** means, for the Disaster Recovery Workstation Services, the date set out in the DCBC SOW.

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

**Test or Testing** means the use of the Facility and the Equipment by the Customer in accordance with this Statement of Work to test the Customer's Business Continuity and Disaster Recovery Plan and its procedures, requirements and capabilities for the Annual Testing Period set out in The DCBC SOW.

**Technical Assistance Fee** means the fee set out in the DCBC SOW, which must be paid by the Customer for each hour of Technical Assistance provided by Interactive to the Customer during Business Hours or After Hours, as the case may be.