

Interactive Anywhere Service Terms

These **Interactive Anywhere Services Terms** ("**Terms**") contain the terms governing the provision of the Interactive Anywhere Services ("**Services**") 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 ("**Customer**"). The Master Services Agreement applies to these Terms and the CMS SOW.

1 Services

- 1.1. Interactive will provide the Services to the Customer that are specified in the CMS SOW.
- 1.2. The Platform Management Services described in clause 19 are essential and apply to all Interactive Anywhere Services set out in clause 1.3.
- 1.3. The Service Descriptions for each of the Interactive Anywhere Services are detailed in these Terms as follows:
 - (a) Service Description Interactive Anywhere - Advanced Monitoring Services is set out at clause 20.
 - (b) Service Description Interactive Anywhere - Cloud Native Backup Services is set out at clause 21.
 - (c) Service Description: Interactive Anywhere – Patching is set out as clause 22.
 - (d) Service Description Interactive Anywhere - Cloud Optimisation is set out at clause 23.
 - (e) Service Description: Interactive Anywhere - Database Management is set out at clause 24
 - (f) Service Description: Interactive Anywhere – Network Management is set out at clause 25
 - (g) Service Description: Interactive Anywhere – Compute Management is set out at clause 26.
- 1.4. Interactive will provide the subscribed Interactive Anywhere Services to the Customer utilising reasonable skill and care.

2 Term of Services

- 2.1 Interactive will provide the Services for the Individual Term.
- 2.2 Subject to clause 2.3, for planning and pricing and ensuring continuity of service purposes and unless otherwise detailed in the CMS SOW or otherwise agreed in writing:
 - (a) not less than 30 days before the end of the Service Term or a current Further Term of a CMS SOW either party may serve written notice on the other party stating it will not renew the CMS SOW; and
 - (b) if no such notices are served under clause 2.2(a), each CMS SOW renews for successive terms of the lesser of (i) the original contract term; or (ii) 12 months (each successive term being a "Further Term"), at the end of its Service Term and each Further Term.

- 2.3 If the Customer is a consumer or small business (as defined by the Competition and Consumer Act 2010 or the ASIC Act 2001):
- (a) the Customer may serve written notice to terminate a CMS SOW within no less than 30 days at any time after the end of the original Service Term or at any time during a Further Term of a CMS SOW; unless
 - (b) not less than 60 days before the end of the Service Term or a current Further Term of a CMS SOW, Interactive had sent a written notice to the Customer reminding them of the upcoming renewal.

3 Solution Description

- 3.1 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.

4 Systems Maintenance

- 4.1 Interactive may require maintenance windows to perform routine system maintenance in accordance with Interactive's Change Management policy.
- 4.2 Subject to item 4.3, Interactive will apply software updates for in scope hardware and software determined by Interactive to be critical as they are made available to Interactive by the vendor during maintenance windows agreed with the Customer.
- 4.3 Interactive is not liable for any risk associated with a patch or the vulnerabilities the patch intends to fix if the Customer and Interactive have not agreed to a patch window within 30 days of Interactive notifying the Customer about the patch. The Customer shall provide personnel for testing during the patch window as required to test the environment (including applications) after the patch is deployed. Interactive only applies patches made available by vendors and Interactive cannot guarantee the patches will address vulnerabilities or be free from defects.

5 Planned Outage Periods

- 5.1 Planned Outage Periods may be declared by Interactive from time to time for any purposes including:
- (a) maintenance requirements on devices, supporting networks or systems;
 - (b) decommission of infrastructure; and
 - (c) infrastructure, firmware or software currency upgrades.
- 5.2 Interactive will use reasonable endeavours to give the Customer at least 14 days' notice of any Planned Outage Periods and provide details of the expected length of any Planned Outage Period. Interactive agrees on a best-efforts basis, to minimise any interruption to the Customer's business operations when considering a Planned Outage Period, which may include scheduling any Planned Outage Period After Hours.

6 Service Desk & NOC

- 6.1 Interactive will provide 24x7 hour Service Desk and National Operations Centre ("NOC") coverage, to handle the Customer queries logged by either the Customer or the CRP where relevant and monitor the Services.
- 6.2 Interactive will provide appropriately skilled technical remote support either 8x5 or 24x7 hours per day for the operation and ongoing delivery of the Services in line with the applicable Service Description.

- 6.3 Interactive will provide IT Service Management functions provided through the Interactive ITIL platform. The Customer or the CRP as applicable, may access the Interactive Service Desk to log a Service Request via phone, email or online. ITIL management processes include Incident reporting, Service Requests and change management. Interactive will attempt to resolve any repeatable Incidents via problem management with Permanent Corrective Action (PCA) which may result in an additional charge.
- 6.4 Interactive will route monitoring alerts for the Resources to the Customer or the CRP as applicable.

7 Onsite Support

- 7.1 For any Device located at a Customer Location, all support and management will be provided remotely. If there is an incident preventing the Customer's Personnel from working at the Customer Location(s), and Interactive is unable to resolve the issue remotely, Interactive and the Customer will then jointly agree to dispatch an Interactive Personnel to the Customer Location to troubleshoot the issue, at an additional cost. If the parties do not agree to dispatch the Interactive Personnel to troubleshoot the issue, the Customer acknowledges that Interactive may not be able to resolve the issue.

8 Pricing Terms

- 8.1 In addition to any payment terms specified in any relevant Service Description the following apply.
- 8.2 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 clause 11.2 or 11.11 for that Service, or the date the Customer accepts the results of Acceptance Testing for that Service.
- 8.3 The Interactive Anywhere Services set out in the CMS SOW are the estimated Solution and indicative monthly Service Fee and are based on the information the Customer has provided to Interactive as at the date of the CMS SOW. The Customer agrees and acknowledges the Interactive Anywhere Services provided by Interactive may be varied based on information obtained during the Onboarding Stage.
- 8.4 The Customer's Managed Resource usage is measured daily. The Customer will pay the Service Fees for the Baseline Commitment set out in the CMS SOW plus any additional fees for Managed Resources consumed above the Baseline Commitment.
- 8.5 The Customer will be charged a fixed monthly Platform Fee per Environment.
- 8.6 All pricing is exclusive of GST. GST will be charged in addition.
- 8.7 With respect to any Third-Party Software, if the relevant Third-Party Software Vendor:
- (a) increases its licence fees or introduces new licence fees for their products that directly relate to the Management Services being provided to the Customer, Interactive may increase the Service Fees upon 30 days' written notice from Interactive to the Customer; or
 - (b) issues a billing correction to Interactive that directly relates to the Management Services, Interactive may issue an additional invoice to the Customer in respect of the billing correction, which may include retrospective Service Fees payable.

9 Service Calls

- 9.1 Interactive will provide the Customer the ability to log a Service Call to report an Incident or make a Service Request.
- 9.2 The Customer must make a Service Call as follows:
- (a) Phone: 1300 669 670 (in Australia) or +61 2 9200 2679 (internationally); or Customer dedicated 1300.
 - (b) Email: cmssupport@interactive.com.au ; or
 - (c) By contacting the Account Executive or Service Delivery Manager assigned to the Customer.

10 Service Request

- 10.1 A Service Request may be logged by the Customer, or Interactive on the Customer's behalf.
- 10.2 A Simple Service Request is a request from the Customer for a simple move or change to the contracted Services, determined by the Interactive to be a request that:
- (a) is non-complex and does not require planning or due diligence;
 - (b) can be completed in 4 hours or less, by a single engineer and during Business Hours; and
 - (c) does not require representation at Interactive's change advisory board.
- 10.3 If the Customer makes a request that is not a Simple Service Request, or requires planning, due diligence, multiple engineers or will take more than 4 hours to complete, Interactive will treat these requests as a standalone project ("**Complex Service Request**"). Interactive will provide estimated delivery timelines for complex requests as part of the project plan, which is developed in consultation with the Customer during the project. Interactive cannot guarantee project delivery timelines for requests as timelines vary depending on the complexity of the change and the availability of each party's Personnel.
- 10.4 The following applies to the Services listed in the tables at clauses 24.4, 25.3 and 26.4
- (a) **Standard Services:** If a Service is indicated to be a Standard Service along with a checkmark ✓ the Service is encompassed within the monthly Service Fee.
 - (b) **Simple Service Request:** If a Service is indicated to be available via Simple Service Request along with a checkmark ✓
 - (i) Interactive will execute up to the maximum number of Simple Service Request Entitlements per month as defined in the CMS SOW subject to the following provisions.
 - (ii) Where the Customer consumes more than the Simple Service Request Entitlement, Interactive will enact the Fair Use Policy described in clause 10.5 and may require the Customer to purchase additional bundles of Simple Service Requests.
 - (iii) The Simple Service Request Entitlement count will be reset at the end of every quarter, which means any underutilised Simple Service Requests cannot be rolled over to next quarter.
 - (iv) The Customer may increase the Simple Service Request Entitlement by purchasing additional Simple Service Request bundles.
 - (v) The following Services are excluded from the scope of Simple Service Requests; and if required may be requested with a price on application (POA):
 - A. Custom development (e.g., scripts, integrations)

- B. Training or enablement
 - C. Application-level support (unless specified)
 - D. Vendor liaison outside of cloud platforms
- (c) **Complex Service Request:** If a Service is indicated to be available via Complex Service Request along with a checkmark ✓ Interactive will perform the Services upon request for an additional fee, as they are not covered by the monthly Service Fees. Charges for Complex Service Requests are based on price on application (POA).
- (d) Services listed in the tables without a checkmark ✓ are not part of the standard offering. Interactive may perform these Services on an ad-hoc basis upon Customer request, subject to the availability of the required technology features and Interactive's capabilities. Such Services are based on price on application (POA).

10.5 **Fair Use Policy:** The Customer must abide with the Fair Use Policy applicable to monthly Service Request Entitlements defined by Interactive below:

- (a) **Purpose:** This policy is designed to prevent excessive, repetitive, or automated use of Service Requests that may degrade service quality or lead to unfair usage patterns.
- (b) **Fair Use Limits:** The Customer is expected to submit Service Requests in a manner aligned with the size and complexity of their managed environment.
 - (i) Repeated submission of similar or low-effort requests (e.g., multiple password resets, VM reboots, or minor configuration changes) may be flagged for review.
 - (ii) The following thresholds may trigger a usage review:
 - A. Submitting more than 2x the monthly entitlement consistently for 2 or more months.
 - B. Logging 5 or more Service Requests in a 24-hour period without clear justification.
 - C. Submitting multiple redundant requests for the same issue or change.
- (c) **Usage Review & Action:** If the Customers request volume significantly exceeds the Service Request Entitlement set out in the CMS SOW, Interactive may:
 - (i) Initiate a usage review and provide a report of request patterns.
 - (ii) Recommend adjustments to operational processes (e.g., automation or self-service options).
 - (iii) Suggest a higher support tier or the purchase of additional Service Request bundles.
 - (iv) In extreme or sustained cases, limit non-critical Service Request processing until a resolution is agreed upon.
- (d) **Encouraged Practices:** To manage request volumes efficiently, Interactive encourages Customers to:
 - (i) Consolidate related Service Requests into single tickets where appropriate.
 - (ii) Use available self-service or automation tools (e.g., portal actions, scripts).
 - (iii) Prioritise critical issues when nearing entitlement limits.

11 Project Delivery

11.1 Each party will assign a Project Manager and confirm an expected Project start date.

- 11.2 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

- 11.3 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.
- 11.4 If any issues are identified by Interactive which affect the Solution, the parties may agree to change the Solution in accordance with the Change Management Process (clause 12) or the Assumptions (clause 17).

Customer Onboarding

- 11.5 During the Onboarding Stage, Interactive will liaise with the Customer to develop a Project plan and Project schedule and complete the installation of the ongoing management toolset and agree the scope of each Service.
- 11.6 Interactive will perform the Onboarding Stage in accordance with the agreed Project plan.

Acceptance Testing

- 11.7 On completion of the Onboarding Stage for each Service, Interactive will notify the Customer of the date the Customer may commence conducting Acceptance Tests ("Acceptance Test Commencement Date").
- 11.8 The Customer shall complete Acceptance Testing no later than five (5) Business Days after the Acceptance Test Commencement Date.
- 11.9 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:
- (a) the parties shall work together to identify and correct the error that caused the Acceptance Tests to fail; and
 - (b) after the cause of error is corrected, Interactive will notify the Customer of a new Acceptance Test Commencement Date and, in that event, clause 11.9 will apply again.
- 11.10 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.
- 11.11 If the Customer fails to complete Acceptance Testing or deliver a notice rejecting the Acceptance Tests within 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.

12 Change Management

Prior To The Service Start Date

- 12.1 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").

- 12.2 The party submitting the PCR shall describe the change, the rationale for the change and Interactive will advise on the effect the change will have on the Services and relevant fees in the PCR.
- 12.3 Each party's Project Manager shall review the proposed change and may then either approve it, submit it for further investigation or reject it.
- 12.4 If both 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

- 12.5 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.

13 Licensing

- 13.1 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, or such other URL as Interactive may use.
- 13.2 Unless specifically detailed in the CMS SOW that Interactive provides licencing, the following applies:
- (a) The Customer shall have appropriate software licensing for all Devices and applications under support scope.
 - (b) The Customer shall obtain valid licenses and obtain software maintenance services for its hardware and 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 to enable Interactive to perform the Services.
 - (c) 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.
 - (d) The Customer warrants that it is responsible for obtaining and complying with all necessary software licences and vendor support agreements for their hardware, software and their associated costs and the Customer indemnifies Interactive with respect to same without limitation.
- 13.3 If the Cloud Services include the provision of one or more virtual instances or servers, then the Customer:
- (a) acknowledges that its rights to use operating system software are subject to the usage rights granted by the CRP and the Customer agrees to abide by such usage rights; and
 - (b) agrees that any software provided by Interactive remains the property of Interactive and must not be transferred or reassigned.

- 13.4 Except for guarantees that cannot be excluded by law, Interactive expressly disclaims all guarantees and warranties, whether express, implied or otherwise, including without limitation, guarantees of merchantability, quality and fitness for a particular purpose in respect of the Third-Party Software. Interactive does not guarantee or warrant that the Third-Party Software will be available, uninterrupted or error free, meet the Customer's requirements, or operate with the combination of hardware and software the Customer intends to use, including Services provided by Interactive.
- 13.5 The Customer:
- (a) shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Cloud Services;
 - (b) shall not reverse engineer, alter, decompile, or disassemble any part of the Cloud Services, except to the extent that such activity is expressly permitted by applicable law; and
 - (c) disclaims, to the extent permitted by applicable law, all warranties from the CRP and any liability of the CRP, Interactive or any of their suppliers for any damages, whether direct, indirect, or consequential, arising from the use of Cloud Services.
- 13.6 Interactive performs automated collection of installed licensable applications on a scheduled basis. The Customer agrees that it will not mask, and or attempt to obfuscate the collection of software inventory data from within the Windows® Registry, which is used solely for software compliance purposes.
- 13.7 Interactive may disclose details to the CRP regarding the Customer's use of Resources, including the number of licenses required by the Customer, the Customer's name and address and country in which the Customer is located.
- 13.8 The Customer indemnifies Interactive against any loss or liability incurred by Interactive in connection with the Customer's breach of this clause 13.

14 Partner Associations

- 14.1 The Customer must designate Interactive as the Digital Partner of Record ("DPOR"), Partner Admin Link ("PAL"), Claiming Partner of Record ("CPOR"), or similar, as may be required from time to time ("Partner Association") to enable Microsoft or AWS to recognize Interactive as servicing the Customer's Resources. The Customer authorizes Interactive to do all things necessary to designate Interactive as the relevant Partner Association on the Customer's behalf.
- 14.2 By designating Interactive as the relevant Partner Association, directly or by authorizing a third party (including Interactive) to do so, the Customer consents to Microsoft or AWS paying fees to Interactive. The fees are for pre-sales support and may also include post-sales support. The fees are based on, and increase with, the size of the Customer's Resources.
- 14.3 Each month (or part of a month) the Customer does not designate Interactive as the relevant Partner Association, the monthly Service Fee will be increased by 10%.

15 Limitation of Obligations – Communications

- 15.1 Interactive is not liable to the Customer for any delays, loss or liability suffered by the Customer where Devices or the management service become unavailable due to a communication network failure, or third-party suppliers, vendors or other causes beyond the control of Interactive.

16 General Customer Responsibilities

16.1 The Customer shall:

- (a) Provide appropriate Platform connectivity to allow Interactive to deploy the management tools.
- (b) Maintain the Devices at the Customer Location in good working order in an environmentally controlled and secure location and in accordance with the equipment manufacturer's standard environmental and power conditions.
- (c) Provide sufficient power, cooling, and rack space at the Customer Location for all Devices.
- (d) Maintain the relationships and valid contracts with vendors and suppliers for the Customer owned hardware and software, including but not limited contracts relating to license currency and support arrangements.
- (e) Provide Interactive with the required access and appropriate permissions to allow Interactive to manage the environment.
- (f) For any services that are not under Interactive managed services, notify Interactive of their planned maintenance activities, to avoid monitoring alerts being triggered. The Customer acknowledges that any outages resulting from these activities will be deducted for the purpose of SLA calculations.
- (g) Rectify any issues communicated to the Customer by the Interactive within 5 Business Days concerning the Customer's services, facilities, or activities, to facilitate Interactive in maintaining the provision of services.
- (h) Provide necessary information, promptly within 5 Business Days of request, including but not limited to documentation and designs to enable Interactive to continue to provide the Services.
- (i) Ensure all software and hardware on the in-scope Devices and systems are current and have an active support contract with the vendor and/or Interactive hardware maintenance for the duration of the Individual Term or until the Device is decommissioned.
- (j) Provide all administration/root level credentials and logon information for all in scope Devices or systems to enable Interactive to perform the Services.
- (k) The Customer shall have appropriate software licensing for all Devices or systems for the Service Term.

16.2 Additional Customer responsibilities may be set out in the CMS SOW and the relevant Service Description.

17 Assumptions

17.1 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 made or set out in the CMS SOW are proven to be incorrect including because the information provided by the Customer was incorrect or inadequate, or if the technical requirements are proven to be beyond the capability of the Solution, Interactive will negotiate with the Customer with respect to one of more of the following:

- (a) altering the Solution which may require a change in accordance with the Change Management Process,
- (b) adjust the project schedule in relation to any changes required to the solution; and
- (c) adjust either or both the implementation fee and the monthly fees as a result of the alterations to the project.

17.2 The following assumptions apply:

- (a) Interactive is reliant on the Service Level Agreements the Customer has in place with its existing vendors when a Device/part failure has occurred, any new spare part must be supplied by the original equipment manufacturer.
- (b) All software and firmware on in-scope Devices and systems are current and on the supported version at the time of Onboarding.
- (c) Onboarding requirements are met, including but not limited to that the Customers environment is compatible with Interactive's management and monitoring tools and utilities.

18 General Exclusions

- 18.1 The following items are Out of Scope and are not included in the Services provided by Interactive unless specifically detailed in the CMS SOW, but may be available by agreement in writing between the parties in accordance with the Change Management Process and will be charged in accordance with the Standard Charge Out Rate:
- (a) Anything not listed as being in-scope as part of the Services is excluded.
 - (b) Any hardware and software version upgrades are excluded as part of the monthly service unless specified in the Service Description. The upgraded scope will be defined and performed as a project on a time and material basis.
 - (c) Any hardware or software that is not licensed or has no support agreement in place.
 - (d) Service Levels for out of support / end of life Devices are excluded. Any Devices, systems or software that are end of life or end of support (not supported by the vendor and/or no patches or updates being developed) or is not an in-scope service can be managed and supported on a best-efforts basis at an additional charge. If there are any issues with these Devices, systems or software, Interactive will attempt to fix the issue however, it is not responsible, and no Service Level Agreement (SLA) is applicable.
 - (e) Rectifying or mitigating issues within the Customer environment.
 - (f) Cabling, cabling infrastructure and cable management at the Customer Location.
 - (g) Remediation of any defects found on the Devices during the onboarding phase including updating any firmware to a current version.
 - (h) Hardware maintenance, unless the Customer has entered into an agreement with Interactive to provide such services.
 - (i) Communications links, unless the Customer has entered into an agreement with Interactive to provide such services,
 - (j) Installation of application software and third-party software patches.
 - (k) Provide Customer with relevant information for auditors.
- 18.2 If Interactive provided the Customer with recommendations to rectify or mitigate issues within the Customer's environment and 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 loss or liability.

19 Service Description – Platform Management Services

- 19.1 The Platform Management Services include the following:
- (a) **Account Governance:**

- (i) Interactive will provide a monthly report related to the health and consumption of Resources during the monthly governance meetings.
 - (ii) Interactive will discuss potential solutions with the Customer based upon marketplace best practices to help optimize the health and consumption of Resources.
- (b) **Managed Monitoring:**
- (i) Interactive will use cloud-native monitoring systems to provide monitoring and alerting of the Managed Resources within the Customer's cloud Environment.
 - (ii) Interactive will leverage the available functionality of the relevant CRP to provide the Platform Services.
 - (iii) Interactive will enable the creation of support tickets from alerts generated by the cloud-native monitoring system. Interactive will automatically remediate alerts generated within the Customer's cloud Environment. If the alert cannot be remediated automatically, Interactive will take the necessary action to mitigate the issue.
 - (iv) Interactive will configure Cloud monitoring alerts to trigger when the value of a specific metric deviates from its expected value for a specific period. For example, if the CPU usage on a compute instance exceeds 85% for a period of 10 minutes or more, the cloud-native monitoring system will trigger an alert to Interactive, which then will generate a ticket for further investigation by Interactive.
 - (v) For Resources other than the Managed Resources, alerts will be routed to the Customer for further action.

20 Service Description Advanced Monitoring:

20.1 If the CMS SOW states that Interactive provides an Advanced Monitoring Service, this Service Description applies:

- (i) Interactive will provide detailed monitoring of the following components:
 - A. Operation systems. Interactive will monitor basic metrics on Windows Server Operating Systems. Examples include monitoring the Up/Down status, CPU, memory usage, performance data, disk usage and network statistics.
 - B. Advanced network appliances. Examples include network firewalls (e.g. FortiGate), SD-WAN, MPLS, VPN tracking.
 - C. Enterprise Business Applications to track latency and response times. Examples include Microsoft 365 apps, Oracle.
- (ii) Interactive will provide fine tuning of the alert thresholds to ensure that the alerts are appropriate for the environment, while assuring that there is no excessive noise.

21 Service Description: Cloud Native Backup

21.1 If the CMS SOW states that Interactive provides Cloud Native Backup Services, this Service Description applies.

21.2 Interactive will leverage the cloud-native backup services provided by the CRPs, which adheres to the principles of the Well Architected Framework (WAF) to ensure resiliency.

21.3 Interactive will deploy each backup solution with default settings and configurations, which can be manually adjusted to meet specific business requirements as needed.

21.4 Examples of Interactive's Cloud Native Backup Services, which will be agreed during Project Delivery include the following:

- (a) Setup of cloud-native backup resources;
- (b) Monitor backup job failure;

- (c) Restore snapshot backups;
- (d) Delete existing backups;
- (e) Document backup requirements; and
- (f) Support the Customer to implement jobs for additional backup sources.

- 21.5 If the Cloud Native Backup Services are provided by the CRP, the Customer acknowledges that the Service will be provided in accordance with the CRPs Terms as applicable and clauses 21.2 to 21.3 may vary as agreed in the Solution design.
- 21.6 Interactive is not required to take backups during a period the Cloud Native Backup Service is suspended for any reason and is not required to retain backups if the Cloud Native Backup Service is decommissioned, or the SoW is terminated.
- 21.7 Interactive will provide restores of protected Data upon request by the Customer, which may be a Simple Service Request or Complex Service Request.

22 Service Description: Patching

- 22.1 If the CMS SOW states that Interactive provides Patching Services, this Service Description applies.
- 22.2 Interactive will auto patch the specified Resources within the Customer Environment. Patching will be performed only for general purpose operating systems, such as Windows, Linux/UNIX, IBM Systems, physical server firmware and VMware virtual machine hardware.
- 22.3 Patching for operating systems other than those listed above in clause 22.2 will be Out Of Scope.
- 22.4 Patching will include the process of applying updates to secure critical vulnerabilities, fix bugs, improve functionality, and optimize performance.
- 22.5 Interactive will deploy patches aligned with the rollout schedules from partners/OEMs with minimal disruption to business.
- 22.6 Interactive will divide the Customer environment into multiple patching groups, scheduled sequentially. They will establish patching policies and relevant baselines, ensuring an interval of approximately seven days between patching groups. This approach allows potential issues, such as application or system disruptions or patch failures, to be addressed before proceeding with patch deployment for the subsequent group. Where an operating system has reached end of support or end of life and security patches are no longer made available by the relevant vendor, Interactive will not apply any patches.
- 22.7 Interactive will execute the patching plan as per desired schedule. The schedule can be decided by the Customer but is subject to availability of a maintenance window slot with Interactive.
- 22.8 Interactive is not liable for any risk associated with a patch or the vulnerabilities the patch intends to fix if the Customer and Interactive have not agreed to a patch window within 30 days of Interactive notifying the Customer about the patch. The Customer shall work with Interactive to schedule patching and provide personnel for testing during the patch window as required to test the environment (including applications) after the patch is deployed.
- 22.9 Interactive only applies patches made available by operating system vendors and Interactive cannot guarantee the patches will address vulnerabilities, be error free or be free from defects. Interactive is not responsible for, and the Customer releases Interactive from, any service disruptions to the Customer's systems or applications in connection with implementation of the patches.
- 22.10 Interactive will troubleshoot and recommend remediations for any failed patching installations.

- 22.11 Interactive will aim to patch 90% of Devices within the agreed patch cycle.
- 22.12 Downloading of patches may begin outside of the maintenance window, however applying these patches will only be started within the approved change window.
- 22.13 Where standby systems are used (for example, multiple nodes in a cluster), the cluster nodes will be patched on alternate days. This allows another safeguard, to failover to the unpatched node should an issue arise that was not uncovered during the post verification test.
- 22.14 If the Customer is unable to confirm a patch window or chooses to handle patching independently, Interactive will record this as a risk with the Customer. The Customer will be responsible for managing and ensuring the systems are patched.
- 22.15 The Customer acknowledges and accepts that if it requests that Interactive expedite the patch deployment prior to the timeframe specified in clause 22.6 the Customer must accept the risks associated with the expedited deployment which include but are not limited to compatibility issues, unintended bugs, operations disruptions and security risks.
- 22.16 Patching Limitations: The following limitations are applicable:
- (a) Only operating systems that are supported by the OS vendor are supported by Interactive.
 - (b) End of Life products are not supported.
 - (c) Unless there is a Customer defined process, Interactive does not assess patches.
- 22.17 RACI for Patch Management Process:

| Task | Interactive | Customer |
|--|-------------|----------|
| Provide details of patching groups, configurations and any custom instructions | C, I | A, R |
| Provide operating system guidance in relation to patching | A, R | C, I |
| Setup of patch tooling as per customer requirements | A, R | C, I |
| Troubleshooting patching failures or patch configurations | A, R | C, I |
| Guidance on changes to existing patch configurations | A, R | C, I |
| Build a patching plan in conjunction with Customer requirements | A, R | C, I |
| Provide application specific details in the patching plan. Instructions to stop/start applications, instructions to assess applications. | C, I | A, R |
| Notify Interactive of proposed changes to the patching operating plan | C, I | A, R |

R = Responsible, A = Accountable, C = Consult, I = Inform

23 Service Description: Cloud Optimisation Service

- 23.1 If the CMS SOW states that Interactive provides Cloud Optimisation Services, this Service Description applies.
- 23.2 The Cloud Optimisation Services include the following:
- (a) monthly reporting and analysis of Customer's public cloud spending.

- (b) provision of basic architecture reviews of the Customer Environment on a quarterly basis, thereby identifying any performance or spend optimisation opportunities and comparing current configuration to Interactive's best practices. Findings of this review will be communicated as a report during the account governance meetings.

23.3 Interactive will provide the implementation as well as cost-saving remediation services found through the architectural reviews mentioned in clause 23.2(b) would be available as POA.

23.4 Examples of the implementation and remediation services listed in clause 23.3 are mentioned as below, and not limited to:

- (a) analysis of the Customers usage patterns and the provision of actionable insights;
- (b) provision of architectural recommendations, which may include right sizing;
- (c) provision of recommendations to retire or turn off unused Resources, wherever applicable;
- (d) provision of insights on security and policy-based optimisation;
- (e) unified reporting for a Customer's entire public cloud environment(s).

24 Service Description: Interactive Anywhere – Database Management

24.1 If the CMS SOW states that Interactive provides Interactive Anywhere Database Management Services ("IADM Services"), this Service Description applies.

24.2 Interactive will provide the IADM Services for Administration of SQL Server and each Tier of Service covers one SQL Database Instance.

24.3 The relevant Tier of Service for the IADM Services will be set out in the CMS SOW and may be either:

- (a) **Simple Tier (PaaS only):** Interactive will provide support for the PaaS services under the Database Management product family. Support Hours for Incidents and Service Requests: 8x5.
- (b) **Standard Tier:** Interactive will provide support for the Database Instances which the Customer deems low use and low importance, such as non-production Database Instances. Support Hours for Incidents and Service Requests: 8x5.
- (c) **Advanced Tier:** Interactive will provide support for the Customers production Database Instances. Support Hours for Incidents and Service Requests: 24x7.
- (d) **Complex Tier:** Interactive will provide support for the Customers Database Instances which the Customer deems to be critical production Database Instances that require high availability administration. Support Hours for Incidents and Service Requests: 24x7.

24.4 The IADM Services consists of the following:

- (a) The following table details those IADM Services that are considered **Standard Services**:

| Services | Service Details | Tier of Service | | | |
|--------------------------------|---|--------------------|----------|----------|---------|
| | | Simple (PaaS Only) | Standard | Advanced | Complex |
| Health monitoring and alerting | Creation and modification of health monitoring and alerting of the SQL Database Instance. | ✓ | ✓ | ✓ | ✓ |

| Services | Service Details | | Tier of Service | | |
|------------------|---|-----------------------|-----------------|-----------|-----------|
| | | Simple (PaaS Only) | Standard | Advanced | Complex |
| Health Reporting | Health reporting including a snapshot of the SQL Database Instances health including any | | ✓ Quarterly | ✓ Monthly | ✓ Monthly |

(b) The following table details those IADM Services that are available via **Simple Service Request**:

| Services | Service Details | | Tier of Service | | |
|--|---|-----------------------|-----------------|----------|---------|
| | | Simple (PaaS Only) | Standard | Advanced | Complex |
| Installation of SQL Server components | Upon request, installation of SQL Server components available through the SQL Server installation media. | | ✓ | ✓ | ✓ |
| SQL Server configuration changes | Upon request, implementation of SQL Server configuration changes at either a service, Database Instance or database level. PaaS only: Upon request, configure firewall rules, network security groups, private endpoints and authentication mechanisms, review and configure changes to ensure operational efficiency of databases for parameter group updates. | ✓ | ✓ | ✓ | ✓ |
| Administration of Users and Logins | Upon request, administration of Users and Logins by adding, removing or modifying Database Instance logins and database Users. PaaS only: Upon request, securely manage user identities, roles, and access permissions | ✓ | ✓ | ✓ | ✓ |
| SQL Server service start/stop/restart | Upon request, start, stop or restart the SQL Server or SQL Server Agent services | | ✓ | ✓ | ✓ |
| Administration of Index Maintenance jobs | Upon request, administration of index maintenance agent jobs or maintenance plans, including the creation, modification and scheduling as requested. | | ✓ | ✓ | ✓ |

| Services | Service Details | | Tier of Service | | |
|--|---|-----------------------|-----------------|----------|---------|
| | | Simple (PaaS Only) | Standard | Advanced | Complex |
| Administration of Integrity Check jobs | Upon request, administer integrity check agent jobs or maintenance plans, including the creation, modification and scheduling as requested. | | ✓ | ✓ | ✓ |
| Administration of Backup jobs | Upon request, administration of native SQL Server backup agent jobs or maintenance plans, PaaS only: Upon request, modify the retention policies to optimize data & backup retention, and log retention policies to ensure compliance. | ✓ | ✓ | ✓ | ✓ |
| Database level backup restoration | Upon request, database level backup restoration from a native SQL backup file on disk. | | ✓ | ✓ | ✓ |
| Table level backup restoration | Upon request, table level backup restoration from an existing database on the same SQL Database Instance. | | | ✓ | ✓ |
| Execution of ad-hoc T-SQL scripts | Upon request, execution of ad-hoc T-SQL scripts against the supported Database Instance, including but not limited to, creation of new databases, tables, views, stored procedures, User defined functions and triggers. | | | ✓ | ✓ |
| Assistance defining application SQL | Upon request, provide assistance to the Customer to define application SQL Server requirements. | | | | ✓ |
| Administration of High Availability features | Upon request, configuration changes of existing High Availability features including, but not limited to the following features of SQL Server: Always On Availability Groups, Always On Failover Clustering, Mirroring, Log Shipping and Replication. | | | | ✓ |

| Services | Service Details | | Tier of Service | | |
|--------------------------|--|--------------------------|-----------------|----------|---------|
| | | Simple (PaaS Only) | Standard | Advanced | Complex |
| Schema Design Review | Upon request, review of existing or proposed schema changes to provide feedback to assist the Customers database development teams in feature development and improvement. | | | | ✓ |
| Query Performance Tuning | Upon request, review of problem queries and provision of performance improvement advice. | | | | ✓ |
| SQL Server Patching | <p>Upon request, SQL Server Patching including running the patch installation, restarting of the SQL Server services if required and a post-patching health check of the SQL Server instance.</p> <p>PaaS only: Upon request, configure automated patch scheduling to apply security patches, performance updates and critical fixes.</p> | ✓ 8x5 | ✓ 8x5 | ✓ 8x5 | ✓ 24x7 |

(c) The following table details those IADM Services that are available via **Complex Service Request**:

| Services | Service Details | Simple (PaaS) |
|------------------|---|---------------|
| Failover Testing | Upon request, review and configure testing to recover from unexpected failures, outages or disasters. | ✓ 24x7 |

24.5 The following exclusions apply to the IADM Services:

- (a) Major versions of SQL Server no longer under Microsoft Support can only be supported on a best effort basis and this support does not include SLA guarantees.
- (b) Management of any SQL Server Business Intelligence software packages including but not limited to:
 - (i) Microsoft Power BI.
 - (ii) SQL Server Reporting Services.
 - (iii) SQL Server Integration Services.
 - (iv) SQL Server Analysis Services.

24.6 The following assumptions apply to the IADM Services:

- (a) Onboarding requirements are met, including but not limited to that the Customers environment is compatible with Interactive's management and monitoring tools and utilities.

24.7 The table below sets out the high-level responsibilities between the Customer and Interactive for the IADM Services:

| Responsibility | Interactive | Customer |
|---|-------------|----------|
| Provide relevant existing documentation regarding the SQL Database Instance and environment. | | ✓ |
| Provide required access and permissions to Interactive | | ✓ |
| Deploy and configure Interactive management tools in the Customer environment as required to manage the Service. | ✓ | |
| Provide administration services in accordance with the relevant Tier of Service | ✓ | |
| Provide Incident / change management | ✓ | |
| Raise Service Requests for changes | | ✓ |
| Interactive will work together with the Customer to define and agree on change maintenance windows to perform planned or unplanned maintenance in accordance with Interactive's Change Management process | ✓ | ✓ |
| Management of the operating system unless the Customer has purchased Interactive Anywhere Compute Services from Interactive. | | ✓ |

25 Service Description - Interactive Anywhere – Network Management

25.1 If the CMS SOW states that Interactive provides Interactive Anywhere Network Management ("IANM Services") this Service Description applies.

25.2 The relevant Tier of Service will be set out in the CMS SOW and may be either:

- (a) **Simple Tier:** Interactive will provide support for light touch Network Devices with layer 2 functions and wireless access point, Layer 2 switch.
- (b) **Standard Tier:** Interactive will provide support for Network Devices such as branch router, small firewall and wireless controller.
- (c) **Advanced Tier:** Interactive will provide support for Network Devices with core switch, router functions and firewall.
- (d) **Complex Tier:** Interactive will provide support for complex Network Devices with HA Firewall with threat protection services, WAN accelerator, load balancer.

25.3 The IANM Services consists of the following:

(a) The following table details those IANM Services that are **Standard Services**:

| Services / Service Details | Service Tier | | | |
|---|--------------|-----------|-----------|-----------|
| | Simple | Standard | Advanced | Complex |
| Firmware OS Upgrades | ✓ | ✓ | ✓ | ✓ |
| Configuration of backups and restoration of backups | ✓ | ✓ | ✓ | ✓ |
| Layer 3 Management | | ✓ | ✓ | ✓ |
| Onboarding tasks – Installation of standard toolset | ✓ | ✓ | ✓ | ✓ |
| Incident management and remediation | ✓ | ✓ | ✓ | ✓ |
| Monitoring and reporting of network devices under in scope management | ✓ | ✓ | ✓ | ✓ |
| Remote device management | ✓ | ✓ | ✓ | ✓ |
| Daily automated network device backup | ✓ | ✓ | ✓ | ✓ |
| Remote Support Hours | ✓ 24x7 | ✓ 24x7 | ✓ 24x7 | ✓ 24x7 |
| Health reporting | ✓ Monthly | ✓ Monthly | ✓ Monthly | ✓ Monthly |

(b) The following table details those IANM Services that are available via **Simple Service Request**:

| Services / Service Details | Service Tier | | | |
|---|--------------|----------|----------|---------|
| | Simple | Standard | Advanced | Complex |
| Adjust existing SSIDs and related policies | ✓ | ✓ | | |
| MACD vLAN configuration and switchport | ✓ | ✓ | ✓ | |
| MACD of User VPN Users | | ✓ | ✓ | ✓ |
| Adjust Load Balancer policies | | | | ✓ |
| MACD of connections (Creation of new connections) | | | | ✓ |
| Intrusive changes to network devices | | | | ✓ |

(c) The following table details those IANM Services that are available via **Complex Service Request**:

| Services / Service Details | Service Tier | | | |
|---|--------------|----------|----------|---------|
| | Simple | Standard | Advanced | Complex |
| Addition and Editing of routes [Static/Dynamic] | | ✓ | ✓ | ✓ |
| Addition / Modification of Firewall Rules | | ✓ | ✓ | ✓ |

25.4 The following are excluded from the IANM Services:

- (a) Any out of vendor support Devices (End of Support/ End of Life) unless included in CMS SOW in which case will be supported on a best effort basis and will not include SLA guarantees.
- (b) Carriers/ Telecommunications not managed by Interactive.
- (c) Service disruptions caused by other services not managed by Interactive.

25.5 The following assumptions apply to the IANM Services:

- (a) The Customer has provided up-to-date network documentation to Interactive.
- (b) The Customer maintains a valid RMA and support license from Device vendors.
- (c) The Customer will provide and sustain the facilities where the Network Devices are situated, encompassing, but not restricted to, site power, cooling, and network cabling in an environmentally suitable manner.

25.6 The table below sets out the high-level responsibilities between the Customer and Interactive for the IANM Services:

| Responsibility | Interactive | Customer |
|--|-------------|----------|
| Provide sufficient site facilities including but not limited to power, rack, cooling and, cabling at the Customer Location | | ✓ |
| Provide Network Management services in accordance with the relevant Tier of Service | ✓ | |
| Provide Network Discovery and assessment | ✓ | ✓ |
| Deploy and configure Interactive Tools to manage and monitor the network devices | ✓ | |
| Provide Incident/ change management | ✓ | |
| Provide monthly reporting and billing | ✓ | |
| Create/update network documentation | ✓ | ✓ |
| Software / Firmware management | ✓ | |
| Raise and manage Device vendor communication and licensing agreement where the Device is licensed to the Customer | | ✓ |

| | | |
|--|--|---|
| Manage communication and network infrastructure with the Telecommunications provider where links are managed by the Customer | | ✓ |
| Install and replacement of physical Devices and cables (unless otherwise agreed) | | ✓ |

26 Service Description: Interactive Anywhere – Compute Management

26.1 If the CMS SOW states that Interactive provides Interactive Anywhere Compute Management ("IACM Services") the following Service Description applies.

26.2 The type of Compute Services and relevant Tier of Service will be set out in the CMS SOW and may be either.

- (a) **Server Management Service Type: Standard:** Interactive will provide support for the server/s that performs the basic Operating System function and File and print server role. It includes the server/s with either Windows and Linux OS which performs the File and Print Services only.
- (b) **Server Management Service Type: Advanced:** Interactive will provide support for the server/s that performs the special function, including but not limited to DNS, DHCP, Web Server, Active Directory, DFS and Certificate Services. Upon Service Request, Interactive will provide support for the Customers' identity management (Microsoft Active Directory) infrastructure to ensure that only authorised User and computer objects have access to the Customers' Resources in accordance with their organisational policies.
- (c) **Hypervisor Host Management Service Type: Standard:** Interactive will provide support for the hypervisor host (VMware and Hyper-V standalone host only, no clustering).
- (d) **Hypervisor Platform Management Service Type: Standard:** Interactive will provide support for the hypervisor platform domain such as VMWare vCenter and HyperV SCVMM.

26.3 The Remote Support Hours for the IACM Services are 24x7.

26.4 The IACM Services consists of the following:

(a) **Service Type: Server Management**

(i) For the Server Management Service Type the following Services are included as a **Standard Service**:

| Services | Service Details | Tier of Service | |
|--|---|-----------------|----------|
| Service Type: Server Management | | Standard | Advanced |
| Health Monitoring and Alerting (CPU, Disk, Memory, Service State) | Interactive will monitor performance metrics for CPU, Memory, Disk and Service State for the operating system and generate alerts if defined thresholds are breached. Alerts will be triaged, and Incidents will be managed using Interactive's ITSM tools and processes. | ✓ | ✓ |
| Remote Support | Interactive will remotely login to the managed server using remote access tools | ✓ | ✓ |

| Services | Service Details | Tier of Service | |
|--|---|-----------------|---|
| | for basic troubleshooting and resolution of operating system related issues. | | |
| Automated Patching Schedule Management | Interactive will manage a patching schedule, which will be agreed between the parties, to manage the deployment of operating system security updates released by the operating system vendor to groups of servers. | ✓ | ✓ |
| Automated deployment of critical and security updates | Interactive will automatically deploy critical and security updates to the operating system as per agreed monthly change schedule. | ✓ | ✓ |
| Investigate and remediate failed patches | Interactive will monitor the status of the automated patching deployment and will attempt to remediate failed patches. An Incident will be created using Interactive's ITSM tools and processes to manage and remediate failed patches. | ✓ | ✓ |
| Patch compliance reporting | Interactive will provide a monthly patch compliance report. | ✓ | ✓ |
| Server Role Health Monitoring and Alerting | Interactive will monitor the health of specialised server roles through event logs and will generate alerts if defined thresholds are breached. Alerts will be triaged, and Incidents managed using Interactive's ITSM tools and processes. | | ✓ |
| Remote Server Role Support | Interactive will remotely login to the server to perform basic troubleshooting and resolution of specialised server role functions. | | ✓ |
| Active Directory Health Monitoring & Alerting (AD Replication) | Interactive will monitor the health of the customer's Active Directory environment (including AD replication) and generate alerts if defined thresholds are breached. Alerts will be triaged, and Incidents | | ✓ |

| Services | Service Details | Tier of Service | |
|--|---|-----------------|---|
| | managed using Interactive's ITSM tools and processes. | | |
| Service Health Monitoring and Alerting | Interactive will monitor the health of the special server roles and generate alerts if defined thresholds are breached. | | ✓ |
| Server Role Health Reporting | Interactive will provide the monthly health report on special role servers | | ✓ |

(ii) For the Server Management Service Type the following Services are included via **Simple Service Request**:

| Services | Service Details | Tier of Service | |
|--|--|-----------------|-----------------|
| Service Type: Server Management | | Standard | Advanced |
| Local Users and Groups Management | Upon request, Interactive will, change, add or delete local user accounts on the server. | ✓ | ✓ |

(iii) For the Server Management Service Type the following Services are included via **Complex Service Request**:

| Services | Service Details | Tier of Service | |
|--|---|-----------------|-----------------|
| Service Type: Server Management | | Standard | Advanced |
| Server Role Configuration Management | Upon request, Interactive will facilitate the installation, and or removal of server roles for the operating system. | | ✓ |
| Domain User and Group Management | Upon request, Interactive will provision and de-provision Users and groups in the Active Directory. | | ✓ |
| Domain Access Management | Upon request, Interactive will provision and de-provision access to Resources using defined role-based access control groups. | | ✓ |
| Password and Account Policy Management | Upon request, Interactive will change and update password and account policies in line with Customer requirements | | ✓ |
| Group Policy Management | Upon request, Interactive will update and change the group policies that apply to organisational units | | ✓ |

| Services | Service Details | Tier of Service | |
|---------------------------------------|---|-----------------|---|
| | | | |
| Organisational Unit Management | Upon request, Interactive will update and change the organisational units. | | ✓ |
| Role Based Access Control | Upon request, Interactive will assign built-in or pre-created custom roles to Users and groups in Microsoft Entra. | | ✓ |
| Single Sign-On Management | Upon request, Interactive will configure access to applications supporting SSO through Entra ID in the tenant. | | ✓ |
| Privileged Identity Management | Upon request, Interactive will assign Users eligible roles for elevation. | | ✓ |
| Identity Protection policy management | Upon request, Interactive will change and update MFA and conditional access policies in line with best practices. The policies will be configured to send emails notifying the Customer of at-risk Users. | | ✓ |
| License Management | Upon request, Interactive will assign Entra licenses to Users through group assignments by adding or removing Users from groups. | | ✓ |

(b) **Service Type: Hypervisor Host Management**

(i) For the Hypervisor Host Management Service Type the following Services are **Standard Services**:

| Services | Service Details | Tier of Service | |
|--|--|-----------------|----------|
| Service Type: Hypervisor Host Management | | Standard | Advanced |
| Hypervisor Health Monitoring and Alerting (CPU, Storage, Memory) | Interactive will monitor the performance and health of the hypervisor through the hypervisor management tools and generate alerts if defined thresholds are breached. Metrics such as CPU, memory, storage capacity, and health status of the cluster functions such as High Availability and DRS will be monitored. Alerts will be triaged, and incidents managed using Interactive’s ITSM tools and processes. | ✓ | |
| Patch management | Interactive will install security updates and critical patches on the hypervisor once a | ✓ | |

| Services | Service Details | Tier of Service | |
|----------|---|-----------------|--|
| | quarter. Out of schedule updates can be installed upon request. | | |

- (ii) For the Hypervisor Host Management Service Type the following Services are available via **Complex Service Request**:

| Services | Service Details | Tier of Service | |
|--|--|-----------------|----------|
| Service Type: Hypervisor Host Management | | Standard | Advanced |
| Hypervisor configuration changes | Upon request, Interactive will make basic changes to the hypervisor configuration. | ✓ | |

- (iii) For the Hypervisor Platform Management Service Type the following Services are available via **Simple Service Request**:

| Services | Service Details | Tier of Service | |
|--|--|-----------------|----------|
| Service Type: Hypervisor Platform Management | | Standard | Advanced |
| Guest Snapshot Management | Upon request, Interactive will snapshot (native only, non-application created or managed) virtual machines hosted on the hypervisor. | ✓ | |
| Start, stop, and restart a VM | Upon request, Interactive will start, stop, and restart virtual machines hosted on the hypervisor. | ✓ | |
| Manage hypervisor access | Upon request, Interactive will add, change, or remove access to Users using security groups. | ✓ | |
| Add, remove, and update disks and VM size | Upon request, Interactive will add, remove, and update disks and VM sizes using the hypervisor management tools within supported limits of the guest and available Resources and capacity in the cluster | ✓ | |

- (iv) For the Hypervisor Platform Management Service Type the following Services are available via **Complex Service Request**:

| Services | Service Details | Tier of Service | |
|--|--|-----------------|----------|
| Service Type: Hypervisor Platform Management | | Standard | Advanced |
| Add, remove, and update network interfaces | Upon request, Interactive will add, remove, and update network interfaces on the hypervisor. | ✓ | |

26.5 The following are excluded from the IACM Services:

- (a) Security, backup, restore and disaster recovery of managed servers, data and applications are not in the scope and may be available upon request via a chargeable Service Request.
- (b) Non-native Operating Systems related issues such as support of third-party applications, tools or associated services.
- (c) Hyper-V clustering together with any other hypervisor host that is not in-scope are excluded.
- (d) Physical underlying hardware is excluded.

26.6 The following assumptions apply to the IACM Services:

- (a) The Operating Systems are vendor supported versions.
- (b) The Customer will provide the necessary permissions and access to install required management and monitoring tools.
- (c) All in-scope services that Interactive take over the management of are up to date at least N-1 version and require no major updates or remediation.

26.7 The table below sets out the high-level responsibilities between the Customer and Interactive for the IACM Services:

| Responsibility | Interactive | Customer |
|---|-------------|----------|
| Provide existing documentation | | ✓ |
| Provide required access and permissions | | ✓ |
| Deploy and configure Interactive management tools | ✓ | |
| Provide administration services as per the relevant Tier of Service | ✓ | |
| Provide and agree the regular automated patching schedule window & automated security updates | | ✓ |
| Provide SSL Certificate and renewal information | | ✓ |

| | | |
|---|--|---|
| Provide external DNS/ Domain configuration information | | ✓ |
| Provide licenses information | | ✓ |
| Provide the configuration sizing requirement | | ✓ |
| Raise and manage vendor communication relationship for Customer owned hardware/ software | | ✓ |
| Physical install and replacement physical Device, cables (unless otherwise agreed in writing) | | ✓ |

27 Service Level Agreement

27.1 This Service Level Agreement sets out the procedure for the Customer to follow when reporting an Incident and the applicable Service Levels that will be provided.

27.2 Incident Reporting Procedure

- (a) If the Customer experiences an Incident, the Customer must take reasonable steps to ensure that the Incident is not within the Customer's Responsibility Domain before reporting the Incident to Interactive.
- (b) If, after taking those steps, the Customer is satisfied that an Incident is within the Customer's Responsibility Domain, the Customer may report the Incident to the Interactive Service Desk in accordance with the procedure set out in clause 9
- (c) When logging an Incident Call, the Customer must provide the following information:
 - (i) Customer Name and Service ID affected by the Incident.
 - (ii) Description of the Incident.
 - (iii) Name and contact details of the person reporting the Incident.
 - (iv) Name and address of the Customer Location.
 - (v) Business / trading hours of the Customer Location.
- (d) Interactive will issue all Incidents logged with the Service Desk with an Incident number. This Incident number will be the sole reference number for the Incident and will be referenced in subsequent communication from Interactive regarding the Incident.
- (e) The Customer may log non-critical issues that do not affect the Service, but do require attention, by phone call or emailing the Service Desk. Interactive will provide an Incident number for all issues, including non-critical issues. Interactive will respond by email to all Incidents the Customer logs by email.

- (f) Interactive, may acting reasonably 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.

27.3 Incident Classification

- (a) Interactive will determine the severity of any reported Incident based upon the Customer's impact assessment, having regard to the urgency and impact factors in Table A and Table B. Interactive will then allocate a severity level in accordance with Table C.
- (b) The Customer's callers to the Service Desk must define the level or urgency of the Incident in accordance with Table A and define the impact of the Incident in accordance with Table B.
- (c) Notwithstanding the urgency or impact factors:
- (i) Interactive will classify any Incident Calls placed by the Customer by email or online as Severity 3 or 4 incidents; and
 - (ii) Severity 1 or 2 incidents Incident Calls must be placed by the Customer by phone calls.

Table A – Urgency Factors

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

Table B – Impact Factors

| 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. |

Table C – Severity Level

| Severity | | Impact | | | |
|----------|----------|----------|-------|--------|-------|
| | | Critical | High | Medium | Low |
| Urgency | Critical | SEV 1 | SEV 2 | SEV 2 | SEV 3 |
| | High | SEV 1 | SEV 2 | SEV 3 | SEV 4 |
| | Medium | n/a | SEV 3 | SEV 4 | SEV 4 |
| | Low | n/a | SEV 4 | SEV 4 | SEV 4 |

27.4 Initial Impact Assessment

- (a) Where there is doubt regarding impact to a significant number of Users or a few Users, Interactive will be conservative and classify the Incident initially at the next highest level. Interactive may adjust the Incident severity level later with a valid reassessment.
- (b) Where the assessed severity does not reflect the Customer's requirements, the Customer may escalate the matter to Interactive's Contract Representative. This is the initial step before Interactive will assign a higher severity level.

27.5 Service Level – Response Time

- (a) Interactive will use reasonable endeavours to respond to the Customer's Service Calls for the reporting of an Incident within the Response Time set out in Table D.

Table D – Response Time

| Severity Level | Response Time |
|-----------------------|-----------------------------|
| Severity 1 – Critical | < 30 minutes |
| Severity 2 – High | < 1 hour |
| Severity 3 – Medium | < 8 hours (Business Hours) |
| Severity 4 – Low | < 24 hours (Business Hours) |

27.6 Service Levels – Restoration Time

- (a) Interactive will use reasonable endeavours to Restore an Incident within the Restoration Time set out in Table E, to the extent the Incident is within Interactive's Responsibility Domain.
- (b) A Service may be Restored via temporary measures. Permanent corrective actions are not required for the Service to be deemed Restored.
- (c) Incident Restoration
 - (i) The Restoration Time Service Level is conditional on Interactive or its representative having access to the Customer's Device/ system and the Customer responsibilities being carried out.
 - (ii) Interactive will contact the Customer and confirm that the Service is operating satisfactorily after Restoring the Service.

Table E – Restoration Time

| Severity Level | Restoration Time | |
|-----------------------|--|-----------------------------|
| | Incident within Interactive's Responsibility Domain, where Interactive is the Provider | Incident with a third party |
| Severity 1 – Critical | 4 hours | N/A |
| Severity 2 – High | 8 hours | N/A |
| Severity 3 – Medium | 2 days (Business Hours) | N/A |
| Severity 4 – Low | 4 days (Business Hours) | N/A |

27.7 Excused Disruptions

- (a) Notwithstanding any other provision of the Service Level Agreement, Interactive is deemed to have not breached a Service Level where Interactive's failure to achieve the relevant Service Level is directly or indirectly caused or contributed by:
- (i) Third Party Fault;
 - (ii) Customer Events;
 - (iii) Planned Outage Periods;
 - (iv) Emergency Events;
 - (v) the Customer failed to provide access to their premises, Device, system or the Customer Location to repair an Incident, or failed to co-operate with Interactive as reasonably required to rectify the Incident;
 - (vi) the Customer has modified or changed any aspect of the original installation or configuration without Interactive's consent or used the Service improperly;
 - (vii) the Customer failed to notify Interactive of an Incident;
 - (viii) the Customer and the Customer's third parties failed to carry out their responsibilities; or
 - (ix) the information provided by the Customer was incorrect or inadequate, or if technical requirements are proven to be beyond the capabilities of the Interactive Anywhere Management Services.

28 Transition Out

- 28.1 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.
- 28.2 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.

29 General

- 29.1 Interactive will provide the Services to the Customer either directly, via a third party engaged by Interactive on behalf of the Customer, or both.
- 29.2 Interactive may (acting reasonably) vary these 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 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.
- 29.3 If a variation is proposed in accordance with clause 29.2 that materially and adversely impacts the rights or obligations of the Customer under the Terms or relevant Service Description (including through the imposition of, or increase to, any fee or charge payable by the Customer beyond anything detailed in a Statement of Work, Master Services Agreement, these 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.

30 Definitions

- 30.1 The following definitions apply to the Agreement:

Acceptance Testing or Acceptance Test means the Customer's testing of the software or hardware to confirm the systems is operational as per usual before and after Interactive management tools installation.

Active Directory means a database and set of services that connect Users with the Resources they need to get their work done.

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

Baseline Commitment is the minimum usage or spend threshold that the Customer agrees to pay for to access cloud services, regardless of actual usage.

Change Management Process means the process described in clause 12.

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.

CRP means:

- (a) for Microsoft Azure Resources, the CRP is Microsoft Corporation; and
- (b) for Amazon AWS Resources, the CRP is Amazon Web Services, Inc.

Customer means Interactive's customer named in the Statement of Work or other agreement for the Services.

Customer Events means any one or more of the following:

- (a) any act or omission by the Customer;
- (b) the Customer's negligent, fraudulent or intentional acts or omissions;
- (c) the Customer's breach of the Agreement for Services; or
- (d) the Customer's equipment failing or any Incidents within the Customer's Responsibility Domain.

Customer Location means the location of the Customer's sites where Devices are located, as set out in the CMS SOW.

Database Instance means a unique installation or copy of the SQL database software running on a physical or virtual server.

Device means including but not limited to physical servers, virtual servers, appliances, chassis, network equipment.

DFS means Distributed File System. It provides the ability to logically group shares on multiple servers and to transparently link shares into a single hierarchical namespace.

DHCP means Dynamic Host Configuration Protocol. It is a client/ server protocol that automatically provides an Internet Protocol (IP) host with its IP address and other related configuration information.

DNS means Domain Name System (DNS) is the phone book of the internet which translates domain names to Internet Protocol (IP) addresses.

Due Diligence Stage comprises the Customer providing Interactive with access to its systems and supporting documentation; Interactive validating the Customer's in scope systems and services; and the parties attending joint workshops.

Emergency Events means any one or more of the following:

- (a) a Force Majeure event;
- (b) unscheduled maintenance in cases of emergency or urgent Service interruption; or
- (c) power interruptions.

Enterprise Agreement Customers refer to EA for Azure and EDP for AWS.

Enterprise Business Applications refers to applications such as Microsoft (O365), Oracle and MS SQL.

Environment refers to a tenancy in Azure or a tenancy in AWS. For the avoidance of doubt each of these are separate environments and charged separately.

Further Term has the meaning given to it in clause 2.2(b).

High Availability means a set of technologies built-in to SQL Server, including Always On availability groups, database mirroring, replication and synchronisation between databases to maintain consistency, and failover clustering.

Hypervisor means a software layer that abstract physical layer. This includes VMWare, Hyper-V vendor technology.

IA means Interactive Anywhere.

Incident means an issue affecting a Service that requires immediate attention, which may include degradation of the Service as further described in the Service Level Agreement.

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

ITIL Management means Information Technology Infrastructure Library, is a well-known set of IT best practices designed to assist businesses in aligning IT services with customers.

ITSM means Information Technology Service Management. It is how IT teams manage the end to end delivery of IT services to customers.

Layer 2 Management means Interactive will manage the switching capability of the Network Device.

Layer 3 Management means Interactive will manage switching and routing capability of the Network Device.

Maintenance Plan means a collection of tasks that perform maintenance on database objects to maintain those objects in a good state.

Managed Resources means any Compute, Network and Database resources in the CRP.

Managed Services means the management services provided by Interactive as described in the relevant Service Description.

Management Tier means the tier of Interactive Anywhere Management Service that applies for a Device, Services and may be simple, standard, advanced or complex, as specified in the CMS SOW.

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

MFA means Multi-Factor Authentication. It is a core component of a strong identity and access management policy, in addition to a User name and password.

Microsoft Entra means identity and access solution for Azure Active Directory to provide secure access for the Customer.

Network Devices network device is an individual component of the network that participates at one or more of the protocol layers. This includes, but is not limited to, end devices, routers, switches, firewalls.

Network Management means simple, standard, advanced or complex management of the Network Devices, and includes any associated Services set out in the CMS SOW.

Onboarding Stage consists of implementing the Solution; tracking progress against the Project plans and Acceptance Testing.

Personnel means in the case of Interactive, its employees or contractors who perform the Services and in the case of the Customer its employees who receive the benefit of the Services.

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

Platform means any hardware or software used to host an application or service.

Platform Fee means the monthly Service Fee payable per Environment by the Customer to avail the Platform Management Services from Interactive.

Project means all work to be performed during the Due Diligence Stage, the Onboarding Stage and Acceptance Testing to deliver the Solution to the Customer in accordance with these Service Terms and the CMS SOW.

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

Rate Card means the Cloud Rate Card found at <https://www.interactive.com.au/terms-and-conditions/> or such other URL as may be used by Interactive from time to time.

Resource means hardware, software, virtual appliances, any underlying infrastructure which is managed by Interactive Anywhere Service.

Response Time means the time from when Interactive receives an Incident Call from the Customer to when a technical Interactive Personnel begins investigating the Incident to conduct initial diagnosis. Where possible, Interactive will provide a status advice to the Customer with an indication of the nature of the Incident and estimated time to restore the Service.

Responsibility Domain means, in relation to a party, equipment or networks owned or managed by the party, or anything provided by a third party engaged by the party.

Restoration or Restore means, in respect of an Incident, the return to normal Service operation, which may be achieved by temporary measures.

Restoration Time means the time taken from when Interactive receives an Incident Call from the Customer, until the time the Service is Restored.

RMA means Return Material Authorisation and is required to return equipment to vendor.

SCVMM means System Center Virtual Machine Manager, is a management tool developed by Microsoft to efficiently manage Virtualized environment.

Services means the services provided by Interactive to the Customer under a Statement of Work.

Service Call means contact made by or on behalf of a Customer to the Interactive Service Desk 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.

Service Desk means the single point of contact between customers and Interactive to handle communication with the Customer.

Service Levels means the service levels specified in the Service Level Agreement.

Service Level Targets means the targets that apply to the Interactive Anywhere Services. Service Request is defined in clause 10 of these Service Terms.

Service Request means a request for service from the Customer, which may be a Simple Service Request or Complex Service Request, that is a move, add, change or delete to the Interactive Anywhere Services.

Simple Service Request Entitlement means the number of Simple Service Requests that the Customer is entitled to raise within a month included in the Service Fee as set out in the CMS SOW.

Service Start Date means, for the Services, the earlier of the date notified by Interactive in accordance with clause 11.2 or 11.11 for all Services, or the date the Customer accepts the results of Acceptance Testing for all Services.

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

SSID means service set identifier. It's a unique ID that identifies the Network Device.

SSO means Single Sign On. It is an authentication method that enables Users to securely authenticate with multiple software systems using a single set of credentials.

SQL Server means Microsoft SQL Server (SSIS included), Azure SQL DB, Azure SQL Managed Instance, Amazon RDS for SQL Server.

Third Party Fault means any one or more of the following:

- (a) any act or omission by any third party;
- (b) failure by the provider of services utilised by the third party to deliver Services; or
- (c) any event or component of the Service beyond Interactive's control, which may include breakdowns of machinery or equipment, facilities outside of Interactive's control or telecommunications failure.
- (d) the Incident is wholly or partly dependent on a third party for Restoration;

Tier of Service means the level of Interactive Anywhere Services, which may be Simple, Standard, Advanced, or Complex depending on the Service Description.

Tools means the tools to be used to manage the in-scope services.

Users means the Customers employees that require access to the Resources.

- 30.2 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.