

PRIVATE CLOUD SERVICES – SERVICE DESCRIPTION

Disaster Recovery as a Service

This document (“DRaaS Service Description”) contains the terms governing the provision of the disaster recovery as a service by Interactive Pty Ltd (ABN: 17 088 952 023) of 461 Williamstown Road, Port Melbourne Vic 3207 (“Interactive”) to the customer named in the CMS SOW that applies to this DRaaS Service Description (“Customer”).

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

1 Disaster Recovery

- 1.1 Interactive will provide the DRaaS from the Service Start Date of the private cloud Services set out in the CMS SOW for the Individual Term of those Services.
- 1.2 The Customer shall provide information as requested by Interactive that is required to prepare and maintain the Disaster Recovery Runbook.
- 1.3 Unless otherwise specified in the CMS SOW, the Customer is responsible for ensuring that end user applications can retrieve data from a different server/IP during a test or during a Disaster.

2 Methodology

- 2.1 Disaster Recovery will be Crash Consistent by default unless Application Consistent Disaster Recovery options are specifically detailed in the CMS SOW.
- 2.2 Post-failover activities required to recover applications via Crash Consistent replicas are out of scope unless specifically set out in the CMS SOW.
- 2.3 Customers may experience some data loss post-failover when Crash Consistent snapshots are utilised.
- 2.4 The Rate of Change set out in the CMS SOW is an assumption agreed between the parties. If the Rate of Change is incorrect, this may result in the RPO not being met. If the RPO is not met under these circumstances:
 - (a) Interactive is not responsible for any loss or liability incurred by the Customer in connection with the RPO not being met; and
 - (b) Interactive will make recommendations on changes to the DRaaS to meet the RPO in the future.

3 Declaration of a Disaster

3.1 Upon the occurrence of a Disaster:

- (a) the Customer shall make a Disaster Declaration; or
- (b) if Interactive is aware of a Disaster before the Customer, Interactive must immediately make a Disaster Declaration.

3.2 Once the Disaster Declaration is made Interactive will perform its obligations set out in the Disaster Recovery Runbook within the Recovery Time Objective set out in the CMS SOW to recover the Customer's environment.

3.3 The Customer shall pay the disaster declaration fee set out in the CMS SOW each time a Disaster Declaration is made.

4 Disaster Recovery Testing

4.1 During project implementation, Interactive will perform a non-disruptive Disaster Recovery Bubble Test as part of internal acceptance testing. Neither the Customer nor the Customer's third parties will be involved in this acceptance testing and it does not include application or Customer specific steps.

4.2 From the Service Start Date (after completion of the activities in clause 4.1), it is recommended that the Customer conduct one annual non disruptive Disaster Recovery Bubble Test which is included in the monthly Service Fee. To initiate this Disaster Recovery Bubble Test, the Customer must make a Complex Service Request and provide Interactive with a minimum of three weeks' written notice, specifying the preferred testing date. Interactive will work with the Customer to accommodate the Disaster Recovery Bubble Test on the preferred date. This Disaster Recovery Bubble test does not include application specific steps or testing.

4.3 The Customer may during the Individual Term, for an additional fee, request additional Disaster Recovery Tests (which may be either disruptive or non-disruptive) either during Business Hours or After Hours by making a Complex Service Request. If Interactive approves the request, a quote for the relevant Disaster Recovery Test will be provided to the Customer. Upon the Customer's written acceptance of the quote the parties may enter into an Addendum to the CMS SOW to document the requirements before the completion of the additional Disaster Recovery Test.

4.4 During any Disaster Recovery Testing, Interactive and the Customer will each perform their respective duties (where applicable) as set out in the Disaster Recovery Runbook.

4.5 The Customer shall manage any third parties engaged by the Customer in relation to Disaster Recovery Testing.

4.6 Interactive is not liable to the Customer for, and the Customer irrevocably releases Interactive from all claims arising out of, or in relation to, loss or liability suffered by the Customer as a result of one or more of the following:

- (a) the Customer not completing Disaster Recovery Testing in accordance with item 4.2 at no fault of Interactive; and
- (b) the Customer making significant changes to the Customer's applications or environment since the last Disaster Recovery Test was performed.

5 Service Request

5.1 A Simple Service Request is a request from the Customer for a simple move or change determined by Interactive to be a request that:

- (a) is a non-complex change that does not require planning or due diligence;
- (b) can be completed in a single Business Day, by a single engineer and during Business Hours; and
- (c) does not require any dedicated infrastructure to be purchased.

("Simple Service Request")

5.2 If the Customer makes a request that is not a Simple Service Request, or requires planning, due diligence, multiple engineers, dedicated infrastructure, or will take multiple days to complete, Interactive will treat these requests as a standalone project ("Complex Service Request"). Interactive cannot guarantee project delivery timelines for requests as timelines vary depending on infrastructure availability from suppliers and each party's resource availability. Should such a Complex Service Request be raised, Interactive will engage the relevant internal stakeholders to assess and quote on the request for the Customer to review and accept.

6 Definitions

6.1 The following definitions apply to this Service Description:

Application Consistent refers to a data replication method that ensures that replicas are consistent at the transaction level.

Crash Consistent refers to a replicated snapshot of a server (virtual or physical) which represents the on-disk data at the point a server became unresponsive or unavailable.

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

Disaster means any unplanned interruption to the operation of the Protected Servers.

Disaster Declaration means the notification of a Disaster in accordance with the CMS SOW, which may be made by either the Customer to Interactive, or Interactive to the Customer.

Disaster Recovery Runbook is the documented process or set of processes to be performed by the parties to enable recovery of the Protected Servers.

Disaster Recovery Test or Testing means the testing of the DRaaS. This testing allows the Customer, in accordance with this DRaaS Service Description, to test the procedures, requirements and capabilities of the DRaaS.

Disaster Recovery Bubble Test means a non-disruptive assessment of DRaaS in a constrained environment. This evaluation is performed within an isolated network segment, often referred to as a 'bubble,' with a specific focus on the DRaaS solution's core functionality. This does not encompass the assessment of application availability or the external accessibility of the DRaaS solution.

DRaaS means the Services described in this DRaaS Service Description.

Failover means the process with which operations of the Protected Servers are restored to the Recovery Site through the execution of the Disaster Recovery Runbook.

Protected Servers means the servers safeguarded by DRaaS.

Rate of Change means the amount of data that is assumed to be changed on the Protected Servers in each RPO period.

Recovery Point Objective (RPO) means the maximum period of time in which replicated data at the Recovery Site is behind the production data on the Protected Servers, excluding periods where the Rate of Change exceeds the value set out in the CMS SOW or initial or delta synchronisation operations are active.

Recovery Site means the location where the Protected Servers are replicated, as specified in the CMS SOW.

Recovery Time Objective (RTO) means the period of time beginning when Interactive initiates a Failover following a Declared Disaster, until the time when the Protected Servers are running at the Recovery Site.