

Virtual Data Centre Service Terms

These Virtual Data Centre Service Terms (“**Terms**”) contain the terms governing the provision of virtual data centre 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 Platform in a Dedicated Private Cloud or Shared Private Cloud environment to deliver the Services in a Virtual Data Centre (“**VDC**”).
- 1.2 The VDC comprises the following:
 - (a) **Compute resources:**
 - (i) allocated virtual CPUs (“**vCPU**”) and memory (“**RAM**”) delivered via Hypervisor-based virtualisation running on physical hosts.
 - (ii) storage resources.
 - (iii) storage capacity presented to virtual machines, including defined performance characteristics (e.g. IOPS and/or storage tier classification).
 - (b) **Virtual networking:**
 - (i) logically isolated networking components including:
 - A. virtual switches
 - B. VLANs
 - C. virtual firewalls (if specified within the CMS SOW)
 - D. public and/or private IP allocations (if specified within the CMS SOW)
 - (c) **Management Plane Access**
 - (i) access to a self-service portal for provisioning and managing virtual machines and related resources (where applicable).
 - (d) **Availability & Resilience**
 - (i) underlying infrastructure configured for high availability within a single availability zone or across multiple zones (as specified in the CMS SOW).

2 Terms of Service

- 2.1 Interactive will provide the Services for the Individual Term. The Individual Term commences on the Service Start Date.
- 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 the 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 Statement of Work within no less than 30 days at any time after the end of the original Service Term or 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 Service Detail

- 3.1 Interactive will provide the Platform with the specifications and configuration as detailed in the CMS SOW.
- 3.2 Interactive will perform the following activities as part of delivering the Services:
- (a) **Hypervisor health monitoring and alerting (CPU, disk, memory, services state):**
 - (i) Interactive will monitor performance metrics for CPU, disk, memory and availability of the Hypervisor.
 - (b) **Patch management:**
 - (i) Interactive will install security updates and critical patches on the Hypervisor once a quarter.
 - (c) **Storage management:**
 - (i) Interactive shall manage and maintain the storage infrastructure within the Platform including provisioning, monitoring, capacity management, performance optimisation, redundancy, and backup (if applicable).
 - (d) **Network tenancy management:**
 - (i) Interactive shall manage and maintain the network infrastructure within the Platform, including provisioning, configuration, monitoring, performance optimisation, firmware and patch management.
- 3.3 All Services will be housed in the Facility detailed in the CMS SOW.

4 System Maintenance

- 4.1 Interactive requires maintenance windows to perform routine system maintenance activity from time to time. Interactive will use reasonable endeavours to notify the Customer before performing such maintenance activities.

- 4.2 Notwithstanding clause 4.1 Interactive may perform maintenance without prior notice where the maintenance activity:
- (a) is not reasonably expected to impact the Availability Service Level Target or Storage Performance Service Level Target; or
 - (b) is of an urgent nature, including tasks required to remediate service failure scenarios, apply security patches, or address newly discovered vulnerabilities.
 - (i) Subject to clause 4.2(b) , where urgent maintenance activities are reasonably likely, to impact the availability or performance of the Services, Interactive will endeavour to notify the Customer as soon as practicable.
 - (ii) Interactive may, at its discretion, expedite or defer updates to minimise service impact to the Customer.

Customer Dependency Remediation

- 4.3 The Customer must ensure that where tooling is required for components that Interactive does not manage (for example in-guest hypervisor tools), it is maintained in a current and supported state to allow the Platform and any associated Services to operate efficiently.
- 4.4 If Interactive identifies outdated or unsupported tooling, Interactive will issue a written request ("**Remediation Request**") requiring the Customer to remediate the issue within 60 days of the Remediation Request
- 4.5 If the Remediation Request is not completed within the requested timeframe, the Service Level Agreements (SLAs) will be temporarily suspended in respect of the affected Services until the Customer has complied with the Remediation Request.
- 4.6 Interactive will use reasonable care when applying updates or patches but is not liable for:
- (a) any risk, defect, or incompatibility associated with vendor-supplied patches;
 - (b) any vulnerabilities the patch was intended to remediate where the Customer has delayed or refused application of the patch; or
 - (c) any adverse effects arising from Customer-specific configurations or third-party dependencies.
- 4.7 Interactive applies only patches made available by relevant vendors and cannot guarantee that patches will be free from defects or fully resolve known vulnerabilities.

5 Title

- 5.1 All title to, and ownership of Interactive's Equipment (if any), remains the property of Interactive. Interactive grants to the Customer for Service Term, where applicable to the Services, a non-exclusive, royalty-free and non-transferable licence to use Interactive Equipment for the sole purpose of and to the extent necessary for the provision of the Services.
- 5.2 All title to and ownership of the Customer Equipment (if any) remains the property of the Customer. The Customer grants to Interactive for the Service Term, where applicable to the Services, a non-exclusive, royalty-free and non-transferable licence, to use the Customer Equipment for the sole purpose of and to the extent necessary for Interactive to provide the Services to the Customer.

5.3 If any On-Prem Interactive Equipment is involved in connection with the Services, the CMS SOW is a security agreement. The Customer grants Interactive a security interest in the On-Prem Interactive Equipment and any proceeds of the On-Prem Interactive Equipment. The Customer acknowledges and accepts that Interactive may be entitled under the *Personal Property Securities Act 2009* (Cth) ("PPSA") and *Personal Property Securities Regulations 2010* (Cth) to register its interests in the On-Prem Interactive Equipment as a purchase money security interest or as a PPS lease (as the case may be) and the Customer waives its rights to receive a copy of any such registration. The Customer shall do everything Interactive reasonably requires to be done to enable Interactive to register, and to exercise its rights in connection with, the security interest. The Customer shall not sell or transfer any interest in the On-Prem Interactive Equipment. Interactive may enter the premises where the On-Prem Interactive Equipment is stored to retrieve the On-Prem Interactive Equipment if the Customer is in breach of its obligations under the Agreement or upon termination of the CMS SOW. In this clause, the terms "PPS lease," "proceeds," "purchase money security interest," "security agreement," and "security interest" have the same meaning as is given to the terms by the PPSA.

6 Pricing Terms

- 6.1 The monthly Service Fees for the Services are payable by the Customer from the Service Start Date as set out in the CMS SOW.
- 6.2 Notwithstanding clause 6.1, the Customer shall pay the monthly Service Fees for each individual Service listed in the CMS SOW from the date it is provision, 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 10.2 or 10.11 for that Service, or the date the Customer accepts the results of Acceptance Testing for that Service.
- 6.3 The implementation fee for the Services as set out in the CMS SOW is payable by the Customer on the following milestones:
- (a) 50% upon commencement of Project delivery.
 - (b) 50% on the Service Start Date.
- 6.4 Interactive may adjust the monthly Service Fee annually for the Services detailed in the CMS SOW (for the avoidance of doubt, this change applies to both initial and additional Services) by giving no less than 30 days notice to the Customer.
- 6.5 Interactive may vary the monthly Service Fee when a variation to the Services is necessary due to changes in the Customer's volumes, and this shall occur as either an addendum to the CMS SOW or in accordance with the Change Management Process.
- 6.6 If the Customer's usage exceeds the amounts set out in the CMS SOW, then the Customer will be required to pay an additional Service Fee for the excess usage, which will be added to the following month's invoice.
- 6.7 All pricing is exclusive of GST. GST will be charged in addition.
- 6.8 With respect to any the Third-Party Software used in the provision of the Services, if the relevant Third-Party Software Vendor:
- (a) increases the price at which it supplies the licenses, introduces new license fees or alters the model, pricing, bundling, or commercial terms of the licenses, Interactive may alter any applicable charges to reflect such increases accordingly.

- (b) any price increase or readjustment of the Service Fees by the Third-Party Software Vendor will be invoiced immediately to the Customer.

7 Licensing

- 7.1 The Customer must comply with, and agrees to, the Third Party Licensing Terms.
- 7.2 The Customer shall have appropriate software licensing for all operating systems and applications, except for licenses specifically provided by Interactive as detailed in the CMS SOW.
- 7.3 Where applicable, the Customer shall obtain valid licenses and obtain software maintenance services for its software, including upgrades necessary to correct defects. To the extent that the Customer is a party to a software agreement under which a third party provides software maintenance for its software, the Customer will make the benefits of such maintenance available to Interactive in order to enable Interactive to perform the Services.
- 7.4 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.

8 Service Calls

- 8.1 Interactive will provide the Customer the ability to log a Service Call to report an Incident or make a Service Request.
- 8.2 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.

9 Service Request

- 9.1 A Service Request may be logged by the Customer, or Interactive on the Customer's behalf.
- 9.2 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.
- 9.3 The Customer is entitled to a maximum of 10 Simple Service Requests per calendar month as part of the Services ("**Simple Service Request Entitlement**"). Any Simple Service Requests beyond the Simple Service Request Entitlement will be charged in accordance with the Standard Charge Out Rate.

9.4 The following table details those Services that are available via a Simple Service Request:

Service Activity	Service Detail
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 network interfaces	Upon request, Interactive will add, remove, and update network interfaces on the Hypervisor.
Firewall rule change	Upon request, Interactive will add, remove, and update network firewall rule changes.
Provision of new virtual network	Upon request, Interactive will provision a new virtual network (VLAN) within the Platform, including basic configuration such as routing and segmentation as required.
Allocation of IP address	Upon request, Interactive will assign or reassign IP addresses from the available address pools to virtual machines or network interfaces.

9.5 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 Project Delivery

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

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

Due Diligence

10.3 The parties shall conduct the Due Diligence stage to confirm the accuracy of the information the Customer has provided to Interactive and identify any possible issues or impact upon the Project.

10.4 If any issues are identified by Interactive which affect the Solution, the parties may agree to change the Solution in accordance with the Change Management Process (clause 10) or the Assumptions (clause 13).

Customer Onboarding

- 10.5 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.
- 10.6 Interactive will perform the Onboarding Stage in accordance with the agreed Project plan.

Acceptance Testing

- 10.7 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").
- 10.8 The Customer shall complete Acceptance Testing no later than five (5) Business Days after the Acceptance Test Commencement Date.
- 10.9 If the Customer's Acceptance Testing identifies any defects caused by Interactive that prevent the Customer from using the tested Services, the Customer may provide Interactive with notice in writing rejecting the Acceptance Tests and detailing the reasons why. If the Customer delivers that notice:
- (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 10.8 will apply again.
- 10.10 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.
- 10.11 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.

11 Change Management

Prior to Service Start Date

- 11.1 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").
- 11.2 The party submitting the PCR shall describe the change, the rationale for the change and the effect the change will have on the Services, Service Fees and operation of the Customer's Equipment in the PCR.
- 11.3 Each party's Project Manager shall review the proposed change and may then either approve it, submit it for further investigation or reject it.
- 11.4 If parties agree to the PCR, they shall sign the PCR and, from the date it is signed, the CMS SOW will be amended according to the changes described in the PCR. If the PCR is not agreed to, the CMS SOW will continue to apply unchanged.

After the Service Start Date

- 11.5 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.

12 Customer Responsibilities

- 12.1 Unless otherwise agreed in writing, the Customer must:
- (a) provide network links to connect the Customer's users to the private cloud environment;
 - (b) provide application related configuration details for the correct set-up of virtual servers and guest operating systems;
 - (c) manage the Customer's third parties in relation to migration, Acceptance Testing and cut-over;
 - (d) provide resources to host management tools required by Interactive to provide the Services (e.g. jump box, monitoring application). These resources may be allocated from the Platform resources.
 - (e) cabling infrastructure at the Customer's premises or data centres;
 - (f) manage compliance and supply of any licensing required that is not provided by Interactive;
 - (g) maintain user accounts and their group memberships in the active directory;
- 12.2 Where the Platform is located within a Customer Facility, the Customer is also responsible for:
- (a) provide adequate power, rackspace, cooling, physical connectivity, networking, and physical security of the Interactive Equipment;
 - (b) providing Interactive with access to the Interactive Equipment as required in order for Interactive to maintain and provide the services.
- 12.3 The Customer shall not use, attempt to use, or knowingly permit the use of the Services to store or transmit illegal material or in connection with any illegal, abusive or inappropriate behaviour.
- 12.4 The Customer must provide Interactive with a minimum of 5 Business Days' notice of any security testing (including but not limited to penetration testing or denial of service testing) and receive written approval from Interactive prior to proceeding. Without limitation to Interactive's other rights, the Customer's failure to do so will result in any costs associated with responding to any alerts caused by the testing to be charged in accordance with the Standard Charge Out Rates, in addition to the suspension of any availability targets or service levels and any associated penalties. The purpose of this clause is to ensure that the activities of one customer do not affect other customers of Interactive.
- 12.5 The CMS Sow may specify additional Customer responsibilities that apply.

13 Assumptions

13.1 Interactive relies on the information provided to it by the Customer to be able to perform the Services as required by this Agreement. If any assumptions made by Interactive or set out in the CMS SOW or these Terms are proven inappropriate, including because the information provided by the Customer was incorrect or inadequate, or if technical requirements are proven to be beyond the capabilities of the Solution, Interactive will negotiate with the Customer with respect to one or more of the following:

- (a) altering the Solution, which may require a change in accordance with the Change Management Process;
- (b) adjusting the Project Schedule in relation to any changes required to the Solution; and
- (c) adjusting either or both of the Implementation Fee and the monthly Service Fees as a result of the alterations to the Project.

13.2 The following assumptions apply if Interactive provides migration services:

- (a) the Customer will allow Interactive to install or upgrade the version of PowerShell & .NET on the Customer's existing servers to be migrated, which may be virtual or physical servers, and enable Interactive to run automation scripts, which may automate removing old agents from and/or adding Interactive's new agents to the servers;
- (b) the Customer will allow Interactive to enable or disable operating system components, such as Microsoft UAC (or similar), on the Customer's existing servers to be migrated to allow certain automation scripts to function; and
- (c) the Customer will whitelist and allow network access to certain URLs, nominated by Interactive, to allow Interactive to run automation tools. Interactive will provide the Customer with information explaining the purpose and security of these URLs on request.

14 Limitation of Obligations

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

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

15 Fair Use Policy

15.1 This policy ("**Fair Use Policy**") applies to all Customers subscribed to the Services. It is designed to ensure the stability, performance, and equitable use of shared infrastructure resources for all Customers within the Platform.

15.2 The Customer must use the Services in a manner consistent with the intended and legitimate use of the Platform. Examples of prohibited behaviours include: publishing, or permitting any form of performance or load benchmarking, stress testing, or system comparison testing, or breach of Interactive's or third-party intellectual property rights on the Interactive's private cloud environment. Any unauthorised use will be considered a breach of this Fair Use Policy and may result in immediate suspension, termination, or restriction of the relevant Service.

- 15.3 Interactive reserves the right to take reasonable steps to protect the integrity and performance of the Platform, including (without limitation) managing or restricting activity that adversely impacts other tenants, Interactive's infrastructure, or does not align with the intended use of the Platform.
- 15.4 The Customer must not perform or store full database dump-style backups on Express Storage or Premium Storage Tiers). If the Customer performs such backups and it impacts the performance or availability of the Platform, Interactive may place restrictions on the Customer's VDC.
- 15.5 Interactive may assess non-compliance with this policy by assessing abnormal use and access and if Interactive determines, (acting reasonably) that the Customer's use of the Services breaches this Fair Use Policy, Interactive may:
- (a) notify the Customer of the breach and request that the offending activity ceases immediately;
 - (b) temporarily suspend or restrict the affected Services to protect Platform stability; or
 - (c) if the breach persists, apply additional charges or immediately terminate the impacted Services in accordance with these Terms.

16 Incident Reporting and Response Procedure

16.1 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 standard procedure.
- (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 Services, 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.

16.2 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 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

16.3 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.

17 Service Level Agreement

17.1 This Service Level Agreement applies to the Platform and Services provided by Interactive under this Service Description. This SLA applies only to the underlying infrastructure managed by Interactive and does not extend to Customer-managed operating systems, virtual machines, applications, or workloads, except where optional data protection Services have been purchased.

17.2 The Customer must follow the incident response and incident procedure detailed in 16 of these terms for the SLA to apply.

17.3 Service Levels – Incident 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)

17.4 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

17.5 Service Levels - Platform Availability

- (a) Interactive will use reasonable endeavours to make the Platform available 99.99% of the time, measured as an average over each rolling three (3) month period (“**Availability Service Level Target**”). Availability is measured as the Platform being available to run workloads.

17.6 Service Levels - Storage Performance

- (a) Subject to the Storage Tier, Interactive will use reasonable endeavours to achieve the storage performance targets, measured as an average of read and write I/O operations $\leq 32\text{KB}$ over a 24-hour period (“**Storage Performance Service Level Target**”)
- (i) For Customers with express Storage Tier the following applies:
- A. $\leq 3\text{ms}$ latency (average)
- (ii) For Customers with premium Storage Tier the following applies:
- A. $\leq 2\text{ms}$ latency (average)
- (iii) For Customers with an object Storage Tier the following applies:
- A. $\leq 5\text{ms}$ latency (average). This Service Level Target does not apply to storage accessed remotely.

17.7 The following Service Level only applies Customers who subscribe to a Shared Private Cloud Environment:

- (a) CPU Performance
- (i) CPU performance will be measured using the “CPU READY” metric, representing the percentage of time a Virtual Machine is waiting for CPU resources:
- A. Private Cloud Shared VDCs: $\leq 2\%$ CPU READY (averaged over 8 hours)
- (ii) Over-allocation of virtual CPUs (vCPUs) is permitted; however, this Service Level shall not apply in circumstances where the Customer has over-allocated vCPUs and has exhausted its allocated vCPU capacity.

17.8 Measurement and Reporting

- (a) Interactive will measure performance and availability metrics at the Platform layer.
- (b) Service level reports may be provided monthly or quarterly, as agreed in the CMS SOW, summarising performance, incidents and SLA compliance.

17.9 The following exclusions apply to the Service Level Agreement:

- (a) Service level measurements exclude, and Interactive will not be considered in breach of this SLA where performance or availability is impacted by:

- (i) Third Party Fault;
- (ii) Customer actions or inaction, including failure to maintain or configure VMs correctly;
- (iii) Outages or degradation caused by Customer provided resources or equipment;
- (iv) Outages or degradation caused by Customer-managed configurations or workloads;
- (v) Application-level faults or data corruption within Customer-managed systems;
- (vi) Use of unsupported configurations or software;
- (vii) Planned or emergency maintenance; or
- (viii) Any circumstances beyond Interactive's reasonable control.
- (ix) Any unavailability of the Platform due to a fault within components provided by the Customer that are required to ensure availability of the Platform (including but not limited to networking, storage)

17.10 Where the Platform is located within a Customer Facility, the following exclusions also apply to the Service Level Agreement:

- (a) any failure of the Platform to meet availability SLAs due to failures of components that are a Customer Responsibility

17.11 The Customer's sole remedy for failure to meet any service level target will be Interactive's performance of corrective actions or restoration activities.

18 Transition Out

18.1 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.

18.2 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.

18.3 Data may only be deleted by Interactive on the specific written request of a duly authorised officer of the Customer, or at the Customer's termination of the CMS SOW.

19 General

19.1 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.

19.2 If a variation is proposed in accordance with clause 19.2 that materially and adversely impacts the rights or obligations of the Customer under the relevant Terms or Service Description (including through the imposition of, any fee or charge payable by the Customer beyond anything detailed in the CMS SOW, Master Service Agreement, the Service Terms, or a Service Description but excluding changes required by law or regulatory bodies or third party providers), the Customer may elect to remain on the then current version of the relevant Terms or Service Description (if possible) by giving fourteen (14) days written notice to Interactive. This notice must be given by the Customer to Interactive within thirty (30) days of Interactive notifying the Customer of the proposed variation. Where this election is made by the Customer the parties will sign an executable copy of the last agreed Terms or Service Description.

20 Definitions

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

20.2 The following definitions apply to the Agreement:

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

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

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

Change Management Process means the process described in clause 11.

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.

Dedicated Private Cloud means an isolated cloud environment provisioned exclusively for the Customer, with no shared compute resources with other tenants. Ancillary resources such as storage and networking may utilise shared underlying infrastructure.

Express Storage means a Storage Tier utilising hyperconverged storage technology based on vSAN, where storage resources are aggregated and shared across the local disks of host servers within the Platform.

Further Term has the meaning given to it in clause 2.

Hypervisor means a virtualisation platform that sits between physical hardware and virtual machines, managing resource allocation and isolation to enable multiple operating systems to run simultaneously on a single physical host.

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

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

Facility means the Interactive or Customer's location (including any third-party Customer locations) from which the Services will be provided.

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

Interactive Equipment means Interactive equipment that is located at the Customer's premises for use by the Customer in connection with the Services.

Object Storage means a Storage Tier that provides scalable storage for unstructured data using an object-based storage architecture.

Out of Scope Work means any services performed or work provided by Interactive upon request by the Customer that is not included in the Services.

Platform means the private cloud computing environment that is provisioned, managed, and operated exclusively for a single Customer hosted at a Facility.

Premium Storage means a high-performance shared Storage Tier backed by NVMe-based storage area network (SAN) infrastructure

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 the CMS SOW.

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

Recovery Point means a recurring scheduled backup operation from which Customers nominated data and / or servers may be restored from.

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 Private Cloud Service.

Remediation Request is defined in clause 4.4.

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.

Services means the virtual data centre services described in these terms and provided 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 Desk means the single point of contact between customers and Interactive to handle communication with the Customer.

Service Level Targets means the targets that apply to the Services.

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 Cloud Services.

Service Start Date means, for the Private Cloud Services, the earlier of the date notified by Interactive in accordance with clause 10.11 or for all Services, or the date the Customer accepts the results of Acceptance Testing for all Services in accordance with clause 10.2.

Standard Charge Out Rate means the hourly rates charged for Out-of-Scope Work, as published and or provided by Interactive to the Customer from time to time.

Shared Private Cloud means a cloud computing environment that delivers private cloud-level security, isolation, and governance using shared underlying infrastructure that supports multiple customers (tenants).

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

Storage Tier means the tier of storage which may be Express, Premium or Object as specified in this Service Description.

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;

Third Party Licensing Terms means the licensing terms available online at <https://www.interactive.com.au/terms-and-conditions>, or such other URL as Interactive may use.

Third Party Software means programs or applications created by companies other than Interactive, which Interactive provides or licenses to the Customer in accordance with these Terms.

Third Party Software Vendor means a company that creates Third Party Software, supplies Third Party Software to Interactive, or grants or supplies licences to use that Third Party Software.

Virtual Data Centre means a logically isolated, multi-tenant or single-tenant allocation of compute, storage, and network resources provisioned within Interactive's private cloud infrastructure and made available exclusively to the Customer for the deployment and operation of virtual workloads.