



## 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 The Customer shall conduct Disaster Recovery Testing at least once per year. The Customer shall provide Interactive with a minimum of 3 weeks' notice of the date it requests to conduct Disaster Recovery Testing. Interactive will work with the Customer to allow the Disaster Recovery Testing on the date requested. The Customer may conduct Disaster Recovery Testing for the amount of days specified in the CMS SOW.
- 4.2 During Disaster Recovery Testing, Interactive and the Customer will each perform their respective duties as set out in the Disaster Recovery Runbook. The Disaster Recovery Tests will be non-disruptive bubble tests unless otherwise agreed.
- 4.3 The Customer may request to perform more than one Disaster Recovery Test in a year, or to conduct a Disaster Recovery Test After Hours, by making a request to Interactive. If Interactive agrees to the request, Interactive will provide a quote to the Customer for the cost of the Disaster Recovery Test. If the Customer agrees to pay the quoted amount, the Customer may perform the Disaster Recovery Test.
- 4.4 The Customer shall manage any third parties engaged by the Customer in relation to Disaster Recovery Testing.
- 4.5 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 4.1 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 Definitions

- 5.1 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.

**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.