TECH HANDS SERVICE DESCRIPTION

This document ("**Tech Hands Service Description**") contains the terms governing the provision of the Tech Hands 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 DCBC SOW that applies to this Tech Hands Service Description ("**Customer**").

This Tech Hands Service Description forms part of the Agreement, also containing Master Services Agreement.

1 Term of Services

1.1 Interactive shall provide Tech Hands Services in accordance with this Tech Hands Service Description for the Individual Term set out in the DCBC SOW.

2 Tech Hands Services

2.1 Interactive will provide the following Tech Hands Services, as requested by the Customer from time to time, at the Service Location, for up to the number of Allocated Hours set out in the DCBC SOW:

(a) Supply Interactive Personnel at the Service Location as requested, who are suitably skilled and experienced to provide the Services.

(b) Locating and describing the status of equipment in the Service Location.

(c) Parts receipt management. If the Customer delivers parts to an Interactive Facility at any of the Port Melbourne, Eight Mile Plains or St Leonards locations Interactive will receive the parts 24 x 7.

(d) Escorting of third-party engineers through the Service Location.

(e) Hard reboots of equipment (such as routers and servers or other equipment as agreed between the parties).

(f) Basic observation and reporting on the Service Location's environment.

(g) Cable tracing, management and troubleshooting, within the Service Location.

(h) Replacement of externally accessible hot-swap components. The Customer shall provide all replacement parts.

(i) Replace rack mounted devices, like for like (the Customer shall provide all replacement parts and devices).

(j) Audit existing installation of equipment within the Service Location.

(k) Installation of rack airflow blanking panels.

(l) Visual verification to assist the Customer with remote troubleshooting efforts, which may include observing, describing or reporting on indicators or display information on equipment or consoles.

(m) Patching and connecting network leads.

(n) Tape media management.

(o) Basic racking and stacking of equipment to an agreed location.

(p) Other ad hoc tasks relating to the Customer's equipment inside its racks in the Service Location as reasonably requested by the Customer.

2.2 Interactive will use reasonable endeavours to respond to requests for Services within the Response Time during Business Hours.

2.3 Each month for the Service Term, Interactive shall provide the Customer with a report detailing the Customer's requests for Services during that month and the number of Allocated Hours that were used. Interactive will provide the report within 1 week after the end of each month.

2.4 Where relevant, Interactive shall comply with the Customer's reasonable guidelines for use of and access to the Service Location, provided, however, they have been given to Interactive before Interactive's first entry to the Service Location.

2.5 Interactive may use the services of a third-party contractor to assist in performing the Services. Interactive remains liable for its obligations and for the actions of its contractors.

3 Out of Scope Services

3.1 The Customer may request Interactive provide Out of Scope Services. Any Out of Scope Services provided by Interactive are provided in accordance with this Tech Hands Service Description.

3.2 If Interactive provides Out of Scope Services, Interactive will provide a quotation for those Out of Scope Services to the Customer. The Customer must accept the quotation in writing before the Out of Scope Services will be provided.

3.3 If the Customer does not accept Interactive's quotation for Out of Scope Services, Interactive will not provide the Out of Scope Services and the DCBC SOW will continue in all respects to bind the parties.

4 Customer Obligations

4.1 The Customer grants Interactive and its Personnel the right to use and access the Service Location (where relevant) and Documentation as Interactive requires to perform the Services.

4.2 The Customer shall:

(a) follow Interactive's support procedure when making a Service Request;

(b) ensure that Interactive and its Personnel have full and safe access to and use of the Service Location in accordance with the Customer's reasonable physical security requirements where applicable;

(c) ensure that Interactive's Personnel have access to adequate working space and electricity at the Service Location where applicable;

(d) backup and restore its own data;

(e) provide Interactive with any information that Interactive requests or requires to perform its duties under the DCBC SOW;

(f) provide Interactive with access to systems that Interactive requires to perform its duties under the DCBC SOW, including to all infrastructure and environments; and

(g) provide Interactive with remote access to its system when required by Interactive.

5 Exclusions

5.1 Interactive is not required to:

(a) provide maintenance for, and provision of, the Customer's IT equipment in the Service Location, unless otherwise agreed in writing with Interactive;

(b) provide utility services required to support the Service Location that are provided or controlled by a third party;

(c) pay any person in relation to the Service Location, including for utilities, support, repair and maintenance services, or any vendor engaged by the Customer to provide services to the Customer;

(d) repair works or system upgrades, unless otherwise agreed in writing with Interactive;

(e) provide management or monitoring of the Customer's security systems;

(f) provide management or monitoring of changes to the Customer's access controls; or

(g) provide management and engineering support during scheduled outages or maintenance activities, except where Interactive is providing Maintenance Services.

5.2 Interactive is not required to provide Services that are required as a direct or indirect result of:

(a) the Customer's negligent acts or omissions in relation to, or misuse of, the Service Location or the Equipment;

(b) the operation of the Service Location in contravention of Interactive's reasonable instructions;

(c) faults attributed to the water supply at the Service Location; or

(d) any alteration, modification, relocation or adjustment to the Service Location or the Equipment without Interactive's prior approval, which shall not be unreasonably withheld.

5.3 Interactive is not liable to the Customer for any loss or damage suffered by the Customer that is caused by a failure of a third-party supplier or vendor engaged by the Customer to provide services to the Customer.

6 Payment and Allocated Hours

6.1 The Customer shall pay the Service Fees for the Tech Hands Services from the Service Start Date for the Individual Term.

6.2 If Interactive provides Tech Hands Services (except Services provided 24 x 7) or Out of Scope Services After Hours, the Customer shall pay Interactive the After-Hours Fee set out in the DCBC SOW for each hour those services are provided.

6.3 The Customer is responsible for all costs associated with the use of Consumables provided by Interactive at the Service Location. Interactive will provide copies of invoices to the Customer evidencing the cost of the Consumable, if requested.

6.4 Interactive may perform the Services during Business Hours or After Hours. If Interactive performs any Services After Hours, it will be deemed that each hour has taken 1.6 hours.

For example, if Interactive performs Tech Hands Services for 10 hours After Hours, it will be deemed to use 16 of the Allocated Hours.

6.5 There is a minimum charge of 1 hour per visit during Business Hours and 2 hours After Hours, per Interactive Personnel, including travel time.

6.6 The Allocated Hours accrue for 30 days from the end of the month in which they were issued. If the Allocated Hours are not used within that time, they will expire.

6.7 If the Customer requires additional Services in excess of the Allocated Hours, the Customer may request additional hours and Interactive will charge the Customer based on the Standard Charge Out Rates set out in the DCBC SOW.

6.8 Allocated Hours are calculated per Interactive Personnel.

7 Definitions

7.1 Definitions

Allocated Hours means the block of hours set out in the DCBC SOW.

Consumable has the definition given to it by the Master Services Agreement, but also includes filters, batteries and other consumables as defined by the Equipment manufacturer.

Customer Location for the purposes of the Tech Hands Services means the premises referred to in the DCBC SOW at which the Customer carries on business and where the Tech Hands Services are to be provided (if applicable).

Data Centre means the Customer's data centre located at the address set out in the DCBC SOW where the Tech Hands Services are to be provided (if applicable)

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

Documentation means the Customer's documents and information that is relevant to the Service Location, including policies (including security and access policies), drawings, floor plans, contracts with vendors engaged by the Customer and contact information and records for any such vendors.

Individual Term means, for the Tech Hands Services, the individual term set out in the DCBC SOW, commencing on the Service Start Date.

Interactive Facility for the purposes of the Tech Hands Service Description means Interactive's location referred to in the DCBC SOW where Tech Hands Services are to be provided (if applicable).

Out of Scope Services means services that are not Services, which may include performing Remedial Maintenance to Equipment for which only Preventative Maintenance is provided, load bank and dark site testing, installation and troubleshooting of the Customer's Equipment, additional reports, rack layout and design services or additional cleaning.

Personnel means, in relation to a party, that party's employees, agents, officers and contractors.

Response Time means the maximum time taken by Interactive to respond to the Customer's requests for Services made to Interactive's service desk, as set out in the DCBC SOW, and within which Interactive's service personnel will arrive at the Service Location.

Service Location means the location listed in the DCBC SOW which can be either of the following: the Customer Location, a Data Centre, or an Interactive Facility.

Service Start Date means, for the Tech Hands Services, the date set out in the DCBC SOW.

Tech Hands Services means the services set out in this Tech Hands Service Description.