PRIVATE CLOUD SERVICES – SERVICE DESCRIPTION

Storage as a Service (STaaS) - SERVICE DESCRIPTION

This document **("STaaS Service Description**") for Storage as a Service contains the terms governing the provision of storage 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 STaaS Service Description ("**Customer**").

This STaaS 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 Storage as a Service

1.1 Interactive will provide the STaaS Services from the Service Start Date of the private cloud Services set out in the CMS SOW for the overall Individual Term of those Services. The Customer may purchase individual Subscriptions for a Subscription Term.

1.2 Interactive will provide the Customer with STaaS Services in accordance with this STaaS Service Description.

1.3 Usage is based on readings from a Reporting Tool. All such reports will be conclusive and binding upon Customer, absent manifest error.

2 Pricing

2.1 The Customer will pay Service Fees for STaaS Services as follows:

(a) For Subscriptions, the Service Fee each month for the Individual Term will be the monthly amount payable based on the STaaS Services ordered, multiplied by the applicable Usage Rate. For the avoidance of doubt, the Customer must pay for the subscribed amount regardless of Usage.

(b) For Burst, the Service Fees each month will be calculated by multiplying: (a) the amount of Customer's Burst Usage, times (b) the Burst Usage Rate.

2.2 Notwithstanding the Private Cloud Service Terms or the CMS SOW, Interactive will invoice the Customer for STaaS Services as follows:

(a) For Subscriptions, the Service Fee will be invoiced monthly in advance.

(b) For Burst, the Service Fee will be invoiced monthly in arrears.

2.3 Notwithstanding the Private Cloud Service Terms or the CMS SOW, Service Fees become payable for the STaaS Services from the date the storage is provisioned by Interactive.

2.4   The Customer is liable for all Usage of the STaaS Services, whether or not the Customer authorised or requested the Usage.

2.5   The Service Fees are payable based on Usage of the STaaS Services provisioned. If the STaaS Services are provided together with private cloud Services, the Customer may incur Service Fees for STaaS Services before the Service Start Date of the private cloud Services.

2.6   STaaS Services are not subject to Acceptance Testing.

3   Customer Responsibilities

3.1   Unless otherwise specified in the CMS SOW, the Customer must:

(a)   provide compatible network access and infrastructure for Interactive's fibre cross connects;

(b)   configure the Customer's network and access ports; and

(c)   configure storage on the Customer's infrastructure and virtual machines.

4   Exclusions

4.1   The following are excluded from the STaaS Services:

(a)   provision and configuration of access ports on the Customer's network infrastructure;

(b)   any network, storage, or other configurations within the Customer's infrastructure; and

(c)   ISCSI and FC services.

5   Assumptions

5.1   The following assumptions apply to the STaaS Services:

(a)   Storage will be presented over ethernet network.

(b)   Storage is not accessible via public networks.

(c)   Snapshots, clones and copies are counted towards Usage data.

(d)   Interactive are not required to back-up the Customer's data that is stored on the STaaS environment, unless set out in the CMS SOW. The Customer remains solely responsible for protecting its own data and for the success and failure of the protection operations.

6   Changes to Subscriptions

6.1   Additional Subscriptions may be added to the CMS SOW by the parties entering into an addendum to add the Subscription.

6.2   If a Subscription continues beyond the expiration or termination of the CMS SOW, the Customer must elect for one of the following:

(a)   pay for the remainder of the Subscription (being the remaining months in the Subscription multiplied by the Usage Rate multiplied by the Subscription amount) on the day of expiration of termination; or

(b)   continue to receive STaaS Services for the remainder of the Subscription, in which case the CMS SOW will be deemed to continue and apply to both parties.

6.3   If the Customer does not make an election in accordance with item 6.2 before expiration or termination of the CMS SOW, the Customer will be deemed to have elected for item 6.2(a) to apply.

6.4   If at any point in time the Subscription expires the Customer will be charged for their Usage at the Burst Rate.

7   Access to data on termination

7.1   The Customer acknowledges that when the Services are terminated, data associated with the Services will no longer be accessible or recoverable. If the Customer wishes to retain a copy of its data, it must transfer the data prior to the expiration or termination of the Services. Notwithstanding any other clause in the Agreement, Interactive is not liable to the Customer for, and the Customer irrevocably releases Interactive from, any loss or liability incurred by the Customer in connection with Interactive deleting the Customer's data in accordance with this item.

7.2   If the Customer requires Interactive to provide assistance with any data transfer described in clause 7.1 , Interactive will charge for such services at the Standard Charge Out Rate.

8   Definitions

8.1   The following definitions apply to this STaaS Service Description:

Burst means use of the STaaS Services which does not have a term commitment, including any Usage additional to the Subscription, and which will be invoiced at the Burst Usage Rate as specified in the CMS SOW.

Logical Used Capacity means the size of written data before any storage efficiencies are applied.

Reporting Tool means the tool used by Interactive to measure Usage.

Snapshot means a point in time file system image or copy. Snapshots are included in the Customer's Usage.

STaaS Services means access to certain Interactive storage capacity.

Subscription means the individual STaaS Services Interactive agrees to make available, which will be an enforceable contractual commitment for the applicable Individual Term for the tier and amount of storage for each Subscription as specified in the Master Deliverables table in the CMS SOW.

Subscription Term means the agreed term of the individual STaaS storage items as set out in the Master Deliverables table in the CMS SOW.

Usage means the Logical Used Capacity, including all data consumed and associated Snapshots, measured every five (5) minutes and summed as a pro-rated calendar month in gigabytes and rounded to the nearest integer.

Usage Rate is identified in the CMS SOW.