

Cyber Security Service Terms

These Cyber Security Service Terms (“**Terms**”) contain the terms governing the provision of Cyber Security Services by Interactive Pty Ltd (ABN: 17 088 952 023) of 461 Williamstown Road, Port Melbourne Vic 3207 (“**Interactive**”) and 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 Services to the Customer that are specified in the CMS SOW. The Service Descriptions applicable to each Service (if any) are set out in the CMS SOW.
- 1.2 Interactive will only use personnel with suitable experience and certifications to perform the Services.
- 1.3 Interactive will comply with the Customer’s reasonable physical security and access policies, which have been provided to Interactive in advance, while performing the Services from the Customer Location.

2 Term of Services

- 2.1 Interactive will provide each Service for the Individual Term. Each Individual Term commences on the applicable 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 Recurring Services; and
 - (b) if no such notices are served under clause 2.2(a), each Recurring Service 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 the Recurring Service within no less than 30 days at any time after the end of the original Service Term or at any time during a Further Term of the Statement of Work; unless
 - (b) not less than 60 days before the end of the Service Term or a current Further Term of the Recurring Service, Interactive had sent a written notice to the Customer reminding them of the upcoming renewal.

3 General Customer Obligations

- 3.1 The Customer shall provide Interactive with the information reasonably required for Interactive to perform the Services.

- 3.2 The Customer shall provide Interactive with:
- (a) physical access to the Customer Location (where applicable); and
 - (b) access to the Customer's network and the IT Environment, which may be either physical or VPN connectivity or other remote access, as required by Interactive.
- 3.3 The Customer is responsible to protect and backup its own data and equipment, including the IT Environment. Unless otherwise agreed in the CMS SOW, if Interactive caused loss of, or damage to, any Customer data, 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.
- 3.4 The Customer shall take all reasonable steps to ensure that the Services do not pose a threat to the IT Environment, including by updating to the latest operating system and applying service packs and patches.
- 3.5 If the Customer creates new accounts for Interactive to use while performing the Services, the Customer shall ensure that the accounts are set up to enable Interactive to perform the Services (for example, the account must have the appropriate security and access credentials). The Customer should delete any such accounts after the Services have been performed.
- 3.6 The Customer acknowledges and agrees that, as cyber security is constantly changing, Interactive does not guarantee that the Services or results of the Services will secure the Customer's network from every form of Attack, or will identify every vulnerability, Attack or threat in the IT Environment, including in the future.

4 Out of Scope Work

- 4.1 The Customer may request that Interactive provide Out of Scope Work.
- 4.2 If Interactive provides Out of Scope Work, Interactive will provide a quotation for the Out of Scope Work to the Customer. The Customer must accept the quotation in writing before the Out of Scope Work will be provided. If the quote is accepted the Out of Scope Services will be provided and the CMS SOW will continue in all respects to bind the parties.
- 4.3 If the Customer does not accept Interactive's quotation for Out of Scope Work, Interactive will not provide the Out of Scope Work and the CMS SOW will continue in all respects to bind the parties.
- 4.4 The additional Service Fees for Out of Scope Work are based on the Standard Charge Out Rates set out in the Cyber Security Rate Card and/or the CMS SOW, plus expenses.
- 4.5 If Interactive provides any Out of Scope Work, Interactive will provide the Out of Scope Work with due care and skill using suitably trained and skilled personnel, but otherwise gives no warranties or guarantees about the Out of Scope Work except for any guarantees that cannot be excluded by law, unless the parties agree otherwise in writing.

5 Sensitive Information

- 5.1 The Customer acknowledges that Interactive may access or be able to view Personal, Sensitive or Confidential Information in the course of performing the Services.
- 5.2 Interactive may be required by law to inform appropriate law enforcement officials if Interactive discovers anything illegal in the course of performing the Services. Interactive will advise the Customer if it is required to inform law enforcement officials, unless it is not appropriate to do so in the circumstances.

6 Permission to Access

- 6.1 The Customer authorises Interactive to access the IT Environment and to perform the Services (including Out of Scope Work, if any), including having complete authority to scan and/or access the IT Environment by any means whatsoever, except only as may be specifically limited by any limitations described in the Agreement.
- 6.2 The Customer acknowledges that performance of the Services may result in performance issues for, or outages to, the IT Environment, which may cause a loss or corruption of data since the last backup (for example, a vulnerability scan may trigger intrusion detection software to automatically shut-down information systems).
- 6.3 The Customer releases Interactive from any claims it has, or may have in the future, in relation to any disruptions to the IT Environment or the loss of any data that occurs as a consequence of, or in connection with, the performance of the Services, except to the extent the claim arises as a direct result of Interactive's negligent acts or omissions.
- 6.4 Further to the warranties in the Master Services Agreement, the Customer warrants that it:
- (a) has the legal right to authorise Interactive to perform the Services or, if it does not have that right, the Customer has obtained written authorisation from the person who has the right to authorise Interactive to perform the Services (and has provided that authorisation to Interactive); and
 - (b) has provided, and will continue to provide, accurate and complete information to Interactive, including details of the IT Environment.
- 6.5 Further to the indemnities in the Master Services Agreement, the Customer indemnifies Interactive against any loss or liability incurred by Interactive as a result of:
- (a) the Customer breaching the warranty in clause 6.4(a); or
 - (b) the Customer breaching the warranty in clause 6.4(b), where the breach results in a third party having a claim against Interactive.
- 6.6 The indemnities in clause 6.5 are not subject to any limitation of liability clauses in the Master Services Agreement.
- 6.7 The Customer's liability to indemnify Interactive in accordance with clause 6.5 is reduced to the extent that Interactive's negligent acts or omissions caused the event giving rise to the indemnity.

7 Pricing

- 7.1 The Customer shall pay the Service Fee for each Service that is set out in the CMS SOW.
- 7.2 Where applicable, the Implementation Fee for each Service is payable by the Customer on the following milestones (or as otherwise set out in a Service Description or Statement of Work):
- (a) 50% on the Commencement Date; and
 - (b) 50% on the Service Start Date for the relevant Service.

8 Partner Associations

- 8.1 The following applies to the extent the Customer consumes Azure cloud resources in connection with the Cyber Security Services:

- (a) The Customer must designate Interactive as the Digital Partner of Record ("DPOR"), Partner Admin Link ("PAL"), Claiming Partner of Record ("CPOR") or similar, as may be required from time to time ("Partner Association") to enable Microsoft to recognise Interactive as servicing the Customer's Microsoft Cloud Environment. The Customer authorises Interactive to do all things necessary to designate Interactive as the relevant Partner Association on the Customer's behalf.
- (b) By designating Interactive as the relevant Partner Association, directly or by authorising a third party (including Interactive) to do so, the Customer consents to Microsoft paying fees to Interactive. The fees are for pre-sales support and may also include post-sales support. The fees are based on, and increase with, the size of the Customer's Microsoft Azure cloud resources.

9 General

- 9.1 Interactive will provide the Services to the Customer either directly, via a third party engaged by Interactive on behalf of the Customer, or both.
- 9.2 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.
- 9.3 If a variation is proposed in accordance with clause 9.2 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 Statement of Work, 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.

10 Definitions

- 10.1 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.
- 10.2 The following definitions apply to the Agreement:

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

Attack means any unauthorised access or attempted access to the IT Environment, denial of service or attempted denial of service of the IT Environment.

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.

Cyber Security Rate Card means the cyber security rate card for the Services, found at <https://www.interactive.com.au/terms-and-conditions>, or such other URL as may be used.

Further Term has the meaning given to it in clause 2.2(b).

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

Individual Term means the term for each Service as set out in the CMS SOW.

IT Environment means the Customer's IT environment, including applications, networks, servers, hosts and cloud infrastructure or applications and workstations, which may be located or hosted at the Customer's premises or hosted externally.

Master Services Agreement means the Master Services Agreement referred to in the CMS SOW.

Out of Scope Work means services that are not within the scope of the CMS SOW, including any services identified in the Agreement as being 'Out of Scope Work'.

Sensitive Information has the meaning defined in the *Privacy Act 1988* (Cth).

Service Description means the description of, and terms applicable to, each Service, which are identified in the CMS SOW.

Service Start Date means, for each Service, the date set out in the CMS SOW or as determined in accordance with a Service Description.

Services in these Terms, means the cyber security services specified in the CMS SOW as further described in the applicable Service Description (where applicable).