

Relocation Service Description

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

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

1 Terms of Services

- 1.1 Interactive shall provide Relocation Services in accordance with this Relocation Service Description for the Service Term set out in the Relocation SOW.
- 1.2 Notwithstanding anything in the Master Services Agreement, the Relocation Statement of Work does not renew at the end of the Service Term, unless the parties otherwise agree in writing.
- 1.3 The Relocation Period is an estimate only. Interactive will use reasonable endeavors to perform the Reinstallation Services by the end of the Relocation Period, subject to clause 1.4.
- 1.4 If Interactive is unable to complete the Services by the end of the Relocation Period, due to factors beyond Interactive's control or the Customer failing to meet or perform its obligations:
 - (a) the Relocation SOW will be deemed to be extended until Interactive has performed the Services; and
 - (b) the Customer shall pay Interactive at the Standard Charge Out Rate for Services performed after the end of the Relocation Period.

2 Relocation Services

- 2.1 Interactive will provide the Relocation Services during the Relocation Period set out in the Relocation SOW.
- 2.2 If the Relocation SOW states that the Customer has purchased Disassembly Services Interactive will perform the following at Location 1:
 - (a) disconnect cables connected to the Equipment that are connected to other Equipment ("internal cables"). Server to disk shelf cables will be labelled, relocated and reinstalled by Interactive; and
 - (b) remove the Equipment from each rack, including rack rails or mounting hardware.
- 2.3 If the Relocation SOW states that the Customer has purchased Reinstallation Services Interactive will perform the following at Location 2:
 - (a) install the Equipment with rack rails or mounting hardware;
 - (b) connect power cables to PDUs, provided, however, that the power cables are compatible with the power distribution units ("PDUs") at Location 2. If the power cables are not compatible, the Customer shall provide Interactive with a quantity of power cables sufficient to enable Interactive to fulfil its obligations hereunder; and
 - (c) subject to 2.3(c)(i) connect internal cables.

- (i) The Customer acknowledges and agrees that, unless otherwise agreed in the Relocation SOW, Interactive is not required to connect cables to hardware or Equipment that is not listed in the Equipment List, such as Ethernet cables and any cabling spanning racks that have been preinstalled in the new racks by the Customer.
- 2.4 If the Relocation SOW states that the Customer has purchased Transportation Services, Interactive will perform collection of the Equipment from Location 1 and deliver to Location 2. The Customer acknowledges and agrees that Interactive may engage an independent third party to perform the Transportation Services.
- 2.5 If the Relocation SOW states that the Customer has purchased Auditing Services Interactive will perform the following at Location 1:
- (a) Interactive will perform a site audit and record all end-to-end connections of the existing infrastructure. The subsequent report will be presented to the Customer for verification.
- 2.6 Interactive will perform the Interactive Project Management Services during the Service Term.

3 Systems Maintenance Services

- 3.1 Systems Maintenance Services will be provided on the Equipment listed in Table A of the Equipment List set out in the Relocation SOW.
- 3.2 Interactive is not required to provide Systems Maintenance Services on any Equipment listed in Table B of the Equipment List set out in the Relocation SOW.

4 Customer Obligations Prior to Relocation Period

- 4.1 The Customer shall perform the Customer Project Management Services during the Service Term.
- 4.2 Prior to the Relocation Period, the Customer shall:
- (a) provide Interactive with access to Location 1 and Location 2 to inspect those locations;
 - (b) back-up all data on the Equipment prior to the commencement of the Relocation Period;
 - (c) power cycle all Equipment prior to the commencement of the Relocation Period;
 - (d) test all communication and Internet connections and ensure they operate in accordance with their specifications;
 - (e) clearly label all devices and servers with host names;
 - (f) provide Interactive's personnel who will require access to Location 1 and Location 2 for the purposes of performing the Services with an induction to the locations and provide those personnel with documentation detailing the health and safety requirements and access procedures for entry into those locations; and
 - (g) clearly identify and direct Interactive to the Equipment to be disassembled.
- 4.3 The Customer shall maintain appropriate insurance cover over the Equipment during the Service Term and, if requested, shall provide Interactive with a copy of the certificate of currency.
- 4.4 The Customer shall provide Interactive with detailed information (preferably in the form of a VISIO diagram) of the new rack layouts and how the Equipment is to be reinstalled into Location 2, not less than two Business Days before the commencement of the Relocation Period.
- 4.5 It is the ongoing responsibility of the Customer to ensure correct installation and configuration of any communications equipment and cabling.
- 4.6 The Customer is responsible for the provision, loading, installation, configuration, support and licensing of, and all fees relating to, software and data of any kind.
- 4.7 The Customer is responsible to provision, load, install, configure, support and license its own software and data.

5 Interactive's Responsibilities Prior to Relocation

- 5.1 Interactive will ensure that its personnel performing the Services are appropriately qualified and trained.

- 5.2 Interactive will carry out a site inspection of Location 1 and identify and advise the Customer of hardware faults and additional rail kits required.
- 5.3 Two Business Days prior to the commencement of the Relocation Period, Interactive shall begin labelling all internal cables connected to the Equipment within a rack, with a view to ensuring all such cables are labelled by the start of the Relocation Period.
- 5.4 To the extent permitted by law, Interactive is not liable to the Customer for any loss or liability suffered by the Customer in relation to the provision of the Services unless the loss or liability is directly caused by Interactive.
- 5.5 Interactive will provide the Customer with a contact list of the personnel who will provide the Services at least two Business Days before the start of the Relocation Period, to enable the Customer to arrange appropriate access to Location 1 and Location 2 during the Service Term.

6 Customer's Obligations During Relocation Period

- 6.1 During the Relocation Period the Customer shall:
- (a) power down the Equipment and disconnect power cables at Location 1;
 - (b) ensure all the appropriate staff, including administration personnel, are available at the Location 1 and Location 2;
 - (c) ensure back-ups of the data on the Equipment are available at Location 2;
 - (d) ensure that all operating systems and applications are able to be started and will perform according to their specifications;
 - (e) unless otherwise agreed in the Relocation SOW, provide all cables required, including power cables and CAT5/6 cables. The Customer shall install all cables external to the Equipment and cables spanning racks;
 - (f) install all communication and network cabling that spans multiple racks, including Ethernet and fibre cables;
 - (g) remove and transport any third party USB license keys (dongle) that are attached to any servers;
 - (h) perform all administration and configuration tasks required; and
 - (i) remove old racks and devices from the locations that are no longer required.
- 6.2 For the Service Term, the Customer must provide access to Location 1, Location 2 and the Equipment as required:
- (a) to Interactive and its personnel to enable them to perform the Services; and
 - (b) to transport personnel as is reasonably required to enable them to perform the Transportation Services.

7 Definitions

- 7.1 The following definitions apply to this Relocation Service Description:

Customer Project Management Services means, in relation to the relocation of the Equipment:

- (a) the scoping or identification and co-ordination of all tasks to be carried out by the Customer under the Relocation SOW and this Relocation Service Description and the Customer personnel required for the successful relocation of all the Equipment;
- (b) the management of all Customer personnel involved;
- (c) arranging and providing access for all persons involved to Location 1 and Location 2;
- (d) the identification, communication and co-ordination of all other tasks required to be performed by the Customer; and
- (e) interaction with Interactive's project manager.

Location 1 means the data center or office set out in the Relocation SOW where the Equipment to be disassembled is located.

Location 2 means the data center or office set out in the Relocation SOW where the Equipment is to be reinstalled.

Disassembly Service means the disassembly services to be provided by Interactive, as set out in clause 2.2.

Equipment means the Customer's hardware devices listed in the Equipment List.

Equipment List means the list of devices that Interactive will provide the Services for as set out in the Relocation SOW.

Interactive Project Management Services means, in relation to the relocation of the Equipment:

- (a) the scoping or identification and co-ordination of all tasks to be carried out by Interactive under the Relocation SOW and this Relocation Service Description and Interactive personnel required for the successful relocation of all the Equipment;
- (b) the management of all Interactive personnel involved including engineering and administrative staff, amongst others;
- (c) the identification, communication and co-ordination of all other tasks required to be performed by Interactive; and
- (d) interact with the Customer's project manager.

Relocation SOW means the statement of work for relocation services entered into between Interactive and the Customer named in that statement of work.

Systems Maintenance Services means the services provided by Interactive in accordance with a Systems Maintenance Agreement signed by the parties.

Master Services Agreement means a document, including a master services agreement or other head agreement, agreed between Interactive and Customer which sets out (amongst other things) the terms governing provision of the Services, and which is identified in the Contract Details in Schedule 1 or in the absence of such a document the terms and conditions at <https://www.interactive.com.au/terms-and-conditions>.

Reinstallation Services means the services to be provided as set out in clause 2.3.

Relocation Period means the period during which the Services will be provided, as set out in the Relocation SOW.

Relocation Services means either the Disassembly Services, Reinstallation Services, Transportation Services or Audit Services as set out in the Relocation Statement of Work.

Transportation Services means to collect the Equipment from Location 1 and deliver it to Location 2.