Interactive Anywhere Storage Management Service Terms

These Interactive Anywhere Storage Management Services Service Terms ("Terms") contain the terms governing the provision of the Storage Management Services ("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 CMS SOW ("Customer"). The Master Services Agreement applies to these Terms and the CMS SOW.

1   Services

1.1   Interactive will provide the relevant Tier of Service to the Customer that is specified in the CMS SOW which may be either one of the following:

(a)   **Interactive Anywhere - Storage Management Simple Tier;**

   (i)   Configuration Management as further described in clause 12.1;

   (ii)   Event Management as further described in clause 12.4;

   (iii)   Incident Management as further described in clause 12.5;

   (iv)   Upgrade and Patch Management as further described in clause 12.9;

   (v)   Periodic Services Reviews* as further described in clause 12.10; and

   (vi)   Operational Reporting* as further described in clause 12.10(c).

   * Some reports are not applicable to all Storage Management options and/or may be limited to the scope within each Tier of Service option.

(b)   **Interactive Anywhere - Storage Management Standard Tier;**

   (i)   All components of the Simple Tier, plus;

   (ii)   Change Management as further described clause 12.3; and

   (iii)   Service Request Fulfillment as further described clause 12.8.

(c)   **Interactive Anywhere - Storage Management Advanced Tier;**

   (i)   All components of the Simple and Standard Tier, plus;

   (ii)   Capacity and Performance Management as further described clause 12.2; and

   (iii)   Problem Management as further described in clause 12.6.

1.2   The obligations and responsibilities of each party are also further described in the Responsibility Matrix set out in Schedule 1.

2   Term of Services

2.1   Interactive will provide the Services for the Individual Term. The Individual Term commences on the Service Start Date. If the Services do not commence within ninety (90) days of the Service Start Date, in the absence of a written Change Request rescheduling the Services, the Services will automatically terminate.

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 95 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 CMS SOW; and

(b)   if no such notices are served under clause 2.2(a), each CMS SOW 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* (Cth) *or the Australian Securities and Investments Commission Act 2001* (Cth) *(ASIC Act)*:

(a)   the Customer may serve written notice to terminate a CMS SOW 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 a CMS SOW; unless

(b)   not less than 60 days before the end of the Service Term or a current Further Term of a CMS SOW, Interactive had sent a written notice to the Customer reminding them of the upcoming renewal.

3   Solution Description

3.1   The Services will be delivered to the specifications detailed in the CMS SOW and these Service Terms, unless otherwise agreed by the parties in writing during Project delivery.

4   Systems Maintenance

4.1   Interactive may require maintenance windows to perform routine system maintenance in accordance with Interactive's Change Management policy.

4.2   Subject to clause 4.3, Interactive will apply software updates for in scope hardware and software determined by Interactive to be critical as they are made available to Interactive by the vendor during maintenance windows agreed with the Customer.

4.3   Interactive is not liable for any risk associated with a patch or the vulnerabilities the patch intends to fix if the Customer and Interactive have not agreed to a patch window within 30 days of Interactive notifying the Customer about the patch. The Customer shall provide personnel for testing during the patch window as required to test the environment (including applications) after the patch is deployed. Interactive only applies patches made available by vendors and Interactive cannot guarantee the patches will address vulnerabilities or be free from defects.

5   Planned Outage Periods

5.1   Planned Outage Periods may be declared by Interactive from time to time for any purposes including:

(a)   maintenance requirements on devices, supporting Networks or Systems;

(b)   decommission of infrastructure; and

(c)   infrastructure, firmware or software currency upgrades, if applicable.

5.2   Interactive will use reasonable endeavours to give the Customer at least 14 days' notice of any Planned Outage Periods and provide details of the expected length of any Planned Outage Period. Interactive agrees on a best-efforts basis, to minimise any interruption to the Customer's business operations when considering a Planned Outage Period, which may include scheduling any Planned Outage Period After Hours.

6   Service Desk & NOC

6.1   Interactive will provide 24-hour Service Desk and National Operations Centre (NOC) coverage to handle Customer queries and monitor the systems and software that make up the Services.

6.2   Interactive will provide appropriately skilled technical support 24 hours per day for the operation and ongoing delivery of the Services in line with the CMS SOW.

6.3   Interactive will provide the Customer the ability to log a Service Call to report an Incident or make a Service Request.

6.4   The Customer must make a Service Call as follows:

(a)   Phone: 1300 669 670 (in Australia) or +61 2 9200 2679 (internationally); or Customer dedicated 1300
       Phoning is mandatory for P1 and P2 issues; or

(b)   Email: cmssupport@interactive.com.au.

7   Project Delivery

7.1   Each party will assign a Project Manager and confirm an expected Project start date.

7.2   If the Customer is delaying the Project, Interactive may send the Customer a notice requiring it to rectify the delay within five (5) Business Days. If the Customer fails to or is unable to rectify the delay, Interactive may complete the remaining activities that are not dependent on the Customer and issue a notice confirming the Service Start Date (for the avoidance of doubt in these circumstances the provision of this notice will not require any Acceptance Tests to have occurred).

DUE DILIGENCE

7.3   The parties shall conduct the Due Diligence stage to confirm the accuracy of the information the Customer has provided to Interactive and identify any possible issues or impact upon the Project and to identify pre-existing issues in the Storage Environment.

7.4   If any issues are identified by Interactive which affect the Solution, the parties may agree to change the Solution in accordance with the Project Change Management Process (clause 8) or the Assumptions (clause 13).

ONBOARDING STAGE

7.5   During the Onboarding Stage, Interactive will liaise with the Customer to develop a Project plan and Project schedule and complete the installation of the ongoing management toolset.

7.6   Interactive will perform the Onboarding Stage in accordance with the agreed Project plan.

7.7   Interactive will review the original service design in line with the transitioned service to ensure that all requirements have been met, and that no scoping parameters have changed.

ACCEPTANCE

7.8   Interactive will request that the Customer provide written acceptance that the Onboarding Stage has been completed. Such acceptance to be provided by the Customer within 5 Business Days. If the Customer fails to provide such acceptance, acceptance will be deemed.

8   Project Change Management

PRIOR TO SERVICE START DATE

8.1   Before the Service Start Date, if either party requests any change to the CMS SOW, that party shall submit to the other party a Project Change Request ("PCR").

8.2   The party submitting the PCR shall describe the change, the rationale for the change and the effect the change will have on the Services, Service Fees, and operation of the Customer's Equipment in the PCR.

8.3   Each party's Project Manager shall review the proposed change and may then either approve it, submit it for further investigation or reject it.

8.4   If parties agree to the PCR, they shall sign the PCR and, from the date it is signed, the CMS SOW will be amended according to the changes described in the PCR. If the PCR is not agreed to, the CMS SOW will continue to apply unchanged.

AFTER THE SERVICE START DATE

8.5   After the Service Start Date, if the Customer requests changes to the Services, the Customer may make a request for the changes as follows:

(a)   If the Customer requests changes to items that are listed in the Service Catalogue, Interactive shall provide the changes requested, subject to the limits specified in the Service Catalogue, and the Customer shall pay Interactive the Service Fee set out in the Service Catalogue effective upon activation of the Service item.

(b)   If the new services are not available in the Service Catalogue, Interactive will consult with the Customer to identify a solution, including how to implement it, and provide a quotation for the new services. If the Customer accepts the quotation in writing, Interactive shall provide those new services as set out in the quotation and the Customer shall pay Interactive the fee set out in the quotation.

(c)   The parties will use best efforts to agree any Change Request within 10 Business Days.

9   Transition Out

9.1   If the Services are terminated for any reason, the parties shall consult and agree on the terms and responsibilities involved in transitioning out of the Services to the Customer, or a third party appointed by the Customer. If the Services are validly terminated by the Customer in accordance with the Agreement, Interactive will create a Transition Out Plan that complies with all reasonable requests and directions of Customer in order to facilitate the transitioning out of the Services so as to cause minimal interruption to ongoing services.

9.2   The Customer shall pay Interactive on a time and materials basis (with labour charged at the Standard Charge Out Rate), all reasonable costs and charges incurred by Interactive in relation to the transitioning out of the Services.

9.3   For the avoidance of doubt, the Transition Out Plan will cover the transition out of the Services documented in these Service Terms only. Transition out of any NetApp hardware following the termination of any agreements involving the supply and use of NetApp hardware (e.g. Keystone), will be documented in the relevant hardware supply agreement entered into between the parties (where applicable).

10   Managed Services Commencement Criteria

10.1   Interactive will commence delivery of the Services upon written acceptance from the Customer that the Onboarding Stage has been satisfactorily completed ("Service Start Date") and provided that all the conditions in this clause 10 have been satisfied. If all such conditions are not satisfied prior to the agreed Service Start Date, a Change Request may be required to adjust the scope and/or Service Fees.

10.2   Prior to the Service Start Date the following Commencement Criteria must be met:

(a)   The NetApp components of the Storage Environment must be qualified as meeting the minimum requirements specified in NetApp's Interoperability Matrix. If the Storage Environment is not compliant with the minimum requirements, it may impact the schedule of performance and/or Service Fees.

(b)   Any third-party equipment in the Storage Environment must be qualified as meeting the minimum requirements set out in clauses 13.1(g) and14.1(s) for Interactive to adequately deliver against the defined scope in the Solutions Specifications of the CMS SOW.

(c)   The Storage Environment must have a current support agreement with the manufacturer, or their authorised support provider (which must remain valid throughout the Individual Term).

(d)   The Customer must confirm to Interactive that none of scoping parameters listed in the CMS SoW have changed.

(e)   Standard installation of any required Customer equipment must be completed.

11   Service Delivery Management Function

11.1   Interactive's Service Delivery Management Function ("Interactive SDM") will be responsible for managing the day-to-day operations of the Services as well as being the primary contact for Customer meetings, reporting, and communications.

11.2   Other responsibilities of the Interactive SDM include:

(a)   Delivery of the Services to the Customer. This includes adherence to Customer standards and procedures if agreed, including Customer operational procedures relating to access, security, safety and environmental management.

(b)   If required, conduct of a monthly operational meeting with the Customer which will include some or all of the reports relating to the Managed Service Deliverables identified in clause 12.10(c) of these Service Terms.

(c)   Act as the point of escalation for Incidents.

(d)   Provide the Customer with a report of the Storage Environment on a quarterly basis, if there are significant changes to Customer Location and/or the Storage Environment impacting resource requirements, this may impact the Service Fees and invoke the Change Process.

(e)   Work with Customer's nominated personnel to complete requisite onboarding.

(f)   Perform discovery and validation of the assumptions, customer responsibilities, and exclusions against the Storage Environment in preparation for performing the activities and tasks listed under this clause 11.

12   Service Activities

12.1   Configuration Management

(a)   Interactive will identify, track, audit and report on all configuration Items contained within the Storage Environment. Some activities may be limited or not available for Third Party Infrastructure.

(b)   In performing the Configuration Management services Interactive will:

(i)   Manage the Configuration Management process in relation to the Storage Environment.

(ii)   Identify the Configuration Items to be managed.

(iii)   Provide regular monitoring and audit of Configuration Items using remote tools.

NOTE: This may be limited or not available for Third Party Infrastructure.

12.2   Capacity and Performance Management

(a)   In performing the Capacity and Performance Management services Interactive will:

(i)   Manage the Capacity Management process in relation to the Storage Environment.

(ii)   Integrate the Storage Environment and the Capacity Management process.

(iii)   Provide monthly capacity, performance and risk reporting.

(iv)   Interface with one or more existing Customer owned tools/utilities/interfaces such as ONTAP System Capacity Manager, Active IQ Unified Manager, Cloud Insights Cluster Performance, StorageGRID Grid Manager, third party Element Managers and other third party management software to facilitate collection of information for the capacity plan.

(v)   Provide recommendations to procure additional capacity as detected and in line with agreed thresholds.

(vi)   Raise change records to:

        A.   add physical, virtual and cloud capacity; and

        B.   request data centre preparation (i.e. space, power, etc.).

(vii)   Raise capacity and performance Incidents where required.

(viii) Review capacity and performance reporting and input into Event Management for tuning of monitoring and alerting thresholds for capacity and performance.

(ix)   Performance and capacity monitoring and alerting.

(x)   Performance and capacity Incident resolution.

(xi)   Action requests for increased capacity and performance.

(xii)   Remediate capacity/performance issues (physical and virtual).

12.3 Change Management

(a)   Change Management involves the planning and assessment of all changes to the Storage Environment to minimise risk and disruption while complying with change management policies.

(b)   In performing the Change Management services Interactive will:

(i)   Manage the Change Management process in relation to the Storage Environment.

(ii)   Ensure that all changes raised have been:

        A.   Planned and documented appropriately in accordance with the requirements of the Change Management function.

        B.   Tested where appropriate and feasible.

        C.   Documented to include a risk and impact assessment.

        D.   Documented to include an implementation and back-out plan for the change.

        E.   Documented in a change record in the Change Management system.

        F.   Approved or rejected according to change management procedures and technical/peer reviews

(iii)   Co-ordinate and schedule change implementation of implemented tasks.

(iv)   Ensure post implementation checks, tests, validation and/or back-out, if applicable, are completed for all changes implemented

(v)   Review any changes made post implementation, as required, and facilitate any information required in relation to any changes implemented

(vi)   Create a Change Implementation Plan, if required.

12.4 Event Management

(a)   Interactive will monitor, notify, review and action alerts within in the Storage Environment using Interactive's operational and Event Management toolset.

(b)   Activities may be limited or not available for Third Party Infrastructure within the Storage Environment. In performing the Event Management services Interactive will:

(i)   Validate the detailed list of the Storage Environment to be monitored.

(ii)   Install and commission the on-going maintenance of operational and event management toolset.

(iii) Provide the Event Management process in relation to the Storage Environment.

(iv)   Review and acknowledge events and alerts, taking action where appropriate. The following alerts will be monitored:

A.   Storage Operating System.

B.   Cluster, Controller and Storage Virtual Machine alerts.

C.   Disks, Disk Pools, Aggregates, Volumes, LUNs alerts.

D.   Software patch and field alerts.

E.   NAS Protocol alerts.

F.   Block Protocol alerts.

G.   De-duplication and compression.

H.   Infrastructure alerts.

I.   System Health.

J.   Storage capacity/performance.

K.   Administration nodes.

L.   Object meta data capacity.

M.   Information Lifecycle Management.

N.   Tenant activity.

O.   Archival capacity.

P.   Performance alerts: issues pertaining to IOPs, throughput, and latency.

(v)   On-going review and maintenance of event and alert rule sets.

(vi)   Notification of events as they occur.

12.5   Incident Management

(a)   Interactive will manage and resolve Incidents to restore services in accordance with the Service Level Objectives set out in Schedule 2. Some activities may be limited or not available for Third Party Infrastructure.

(b)   In performing the Incident Management services Interactive will:

(i)   Create Incident tickets as required relating to the Storage Environment.

(ii)   Monitor the Incident Management system queue and take actions required for the Incident tickets.

(iii)   Track the regular communication to relevant stakeholders of Interactive assigned Incident tickets through the lifecycle of the Incident assigned to Interactive.

(iv)   Review and update all Interactive assigned Incident tickets in line with any agreed objectives.

(v)   Increase and decrease Incident ticket priority and/or impact escalation where necessary based upon agreed parameters.

(vi)   Escalate to relevant management functions within Interactive or the Customer for all High Impact and High Urgency Incident tickets based upon agreed parameters.

(vii)   Investigate and diagnose the Incidents assigned to the Incident Management queue.

(viii)   Coordinate the service restoration or work-around activities related to the Storage Environment as agreed and approved by relevant authorisers. This includes interfacing into all Interactive core service modules or ITIL functions, as applicable.

(ix)   If hardware or its sub-components require replacement, organise and coordinate replacement activities including interfacing with data centre teams and Interactive Support's Field Service Engineers, as required.

(x)   Provide service restoration information and/or applicable information to facilitate Incident resolution or reassignment.

NOTE: This may be limited or not available for Third Party Infrastructure

(xi)   Validate resolution and close ticket.

(xii)   Raise a Problem Ticket if an underlying problem is detected and Root Cause Analysis ("RCA") is required.

12.6   Problem Management

(a)   Interactive will apply its Problem Management process in an effort to detect and minimise future or recurring Incidents. Some activities may be limited or not available for Third Party Infrastructure.

(b)   In performing the Problem Management services Interactive will:

(i)   Manage the Problem Management process in relation to the Storage Environment.

(ii)   Identify problems and create, categorize, and prioritize problem records relating to the Storage Environment.

NOTE: This may be limited or not available for Third Party Infrastructure.

(iii)   Investigate root cause and identify permanent corrective actions.

NOTE: This may be limited or not available for Third Party Infrastructure.

(iv)   Plan and schedule corrective actions through the Change Management process.

(v)   Co-ordinate problem resolution tasks relating to the Storage Environment.

(vi)   Own and manage corrective actions identified within the Problem Management process, coordinating with relevant parties, including the Customer, vendors, and suppliers, to take or implement necessary actions as needed.

NOTE: This may be limited or not available for Third Party Infrastructure.

(vii)   Create and update known error records, where applicable.

(viii)   Close problem records.

(ix)   Review major problems as required.

NOTE: This may be limited or not available for Third Party Infrastructure

12.7 SAN Management

(a)   If SAN Management Services is included the scope of the Services, the following will be performed by Interactive:

(i)   Configuration Management;

(ii)   Event Management;

(iii)   Service Request Fulfilment for Fabric Zoning (Standard and Advanced Storage Management options only);

(iv)   Incident Management;

(v)   Change Management (Standard and Advanced Storage Management options only);

(vi)   Upgrade and Patch Management;

         A.   limited to two upgrades per year (allowance granted at the 1st of each annual anniversary of the Service Start Date).

(vii)   Operational Reporting.

(b)   SAN Management Services are only applicable for Cisco and Brocade Fibre Channel Switches, containing up to 48 ports and must be selected in conjunction with one of the Storage Management Services

12.8 Service Request Fulfillment

(a)   In performing the Service Request Fulfillment services Interactive will:

(i)   Manage the Service Request Fulfillment process in relation to the Storage Environment.

(ii)   Fulfill the Service Requests through Service Request Fulfillment support system relating to the Storage Environment

(iii)   Fulfill all Service Requests that require a change to a Configuration Item, via the Change Management process. Subsequently, ensuring that all configuration changes are captured via the configuration management process.

(iv)   Service Request evaluation and closure and fulfillment notification.

(v) Perform the Standard Service Request related to the Storage Environment. A Standard Service Request is a request from the Customer that (a) can be completed in 4 hours or less, by a single engineer and during Business Hours; and (b) does not require representation at Interactive's change advisory board. Interactive will execute a maximum of 5 Standard Service Request per month included in the monthly Service Fee.

(vi) Examples of Service Requests include, but are not limited to the following:

  A. Create/Add/Delete Volumes, LUNs, Aggregates, Storage Pools, Disk Pools, Storage Virtual Machines, Clusters.

  B. Create/delete/test replication relationships.

  C. Configure High Availability.

  D. Configure/Manage storage tiering.

  E. Configure manage policies and rule changes.

  F. Informational Requests.

  G. Network changes – IP changes, DNS server, NTP server changes.

  H. SAN Switches changes.

  I. Storage Operating System.

12.9   Upgrade and Patch Management

(a) Upgrade and Patch Management is only applicable for NetApp manufactured infrastructure and third party SAN Switches defined as being in scope in the CMS SOW. In performing the Upgrade Management services Interactive will perform the following:

(i) Design Phase

  A. Interactive will work to understand the upgrade requirements for the Storage Environment in detail and will provide the following as part of the Design Phase:

    (i) use one or more existing tools, such as Config Advisor, Active IQ and AutoSupport, to generate the required reports;

    (ii) review target and current O/S versions;

    (iii) review the Compatibility Matrix and verify the firmware level of all components, if required;

    (iv) perform cluster verification to determine upgrade readiness;

    (v) review or validate existing SAN servers, host bus adapters ("HBAs"), and FC switches with the NetApp Interoperability Matrix Tool ("IMT");

    (vi) review upgrade dependencies in the Storage Environment;

    (vii) determine the upgrade type: automated, rolling, or disruptive;

    (viii) confirm available updates and scheduled maintenance windows, if required; and

        (ix)   create and review the Upgrade Plan, which includes a backout plan.

    B.   Any SAN Host Upgrade Plans are excluded from the activities described in 12.9(a)(i)A above and are the Customers responsibility. Interactive may provide guidance as required.

  (ii)   Project Execution Phase

    A.   Interactive will:

        (i)   Update software according to acceptance and maintenance windows (depending on the storage operating system).

        (ii)   Upgrade all components of the systems to the designated version, in accordance with the Upgrade Plan.

        (iii)   Validate end-to-end configuration.

        (iv)   Perform post-upgrade tasks: verifying the correct version, access and health, and reenabling features.

        (v)   Provide the Upgrade and Patch Management Report, every six (6) months.

    B.   Any upgrades of any SAN host drivers and firmware to designated versions are excluded from the activities described in 12.9(a)(ii)A above and are the Customers responsibility. Interactive may provide guidance.as required.

12.10   Periodic Service Reviews:

(a)   Interactive will perform Periodic Service Reviews to inform the status of the provided services, and to ensure that planned activities are well communicated to all stakeholders.

(b)   In performing the Periodic Services Reviews Interactive may:

  (i)   Review Incidents during the past period.

  (ii)   Review recent changes and upcoming planned changes – *Standard and Advanced Storage Management options only.*

  (iii)   Review problems, service risks, hardware and software currency and preventative maintenance activities (Advanced Storage Management option only).

  (iv)   Review and recommend service improvement initiatives.

  (v)   Address, coordinate, prioritise and monitor the issues affecting provision of the Services.

(c)   Operational Reporting

  (i)   Interactive will produce reports on the Storage Environment for a monthly review of the services being delivered by Interactive.

  (ii)   The elements of the Services Operations Report ("SOR") may include:

    A.   Notification of Exceptional Events as they occur.

    B.   Monthly Alert Executive Summary.

    C.   Monthly Service Request Fulfillment (Standard and Advanced Storage Management options only).

D.   Monthly Service Operations.

E.   Monthly Capacity Planning (Advanced Storage Management options only).

F.   Post Incident Report, as required.

G.   Root Cause Analysis, as required (Advanced Storage Management options only).

H.   Post Implementation Review, as required (Standard and Advanced Storage Management options only).

I.   Standardised reports are available; custom reporting is limited to small efforts under two (2) hours of labour for both compiling and preparing the data. Larger reporting requirements will be considered Out of Scope and will require a Change Request (Limit: 1 newly created request per calendar month).

(iii)   The reports to be provided as part of the Services are:

Report Type	Report Details	Frequency
Alert Executive Summary	Summary of all Alerts received over the period	Monthly
Service Operations Report	Incidents	Monthly
	Changes (Standard and Advanced Storage Management Option only)	
	Problems (Advanced Storage Management Option only)	
	Hardware and Software Currency and Preventative Maintenance activities	
	Service Improvement Review and Recommendations	
	Open Issues	
Capacity & Performance	Capacity and Performance report, highlighting trends and focus areas (Advanced Management option only)	Monthly
Post Incident Report (High Severity only)	Details of all High Severity Incidents	As occurred
Post Implementation Review	Summary of the implementation activity progress and success	As occurred
Root Cause Analysis (High Severity only)	Outline of the cause of all High Severity Incidents	As needed
Service Request Fulfillment Activity	Service Request activity, including Service Level Metrics (Standard and Advanced Storage Management options only)	Monthly
Health Check	Environmental Operational Status	Daily

13   Assumptions

13.1   The following assumptions apply:

(a)   Interactive is not responsible for any application or host system access that encompasses coding, scripting, application analysis, system performance, troubleshooting, or applications logins outside of the Services expressly described in the CMS SOW.

(b)   Storage Management does not require e onsite presence at the Customer Location and may be performed remotely.

(c)   These Service Terms apply to the Interactive Anywhere Storage Management Services only. All hardware and software requested or required by the Customer, in relation to the Services, are purchased by Customer under a separate, written agreement.

(d)   These Service Terms are not concerned with any aspects of the installation, design, implementation or migration processes for new or replacement NetApp equipment or Third Party Infrastructure.

(e)   If the Customer fails to implement or fails to allow Interactive to implement any of Interactive's recommendations or requirements or makes changes to the Storage Environment, Interactive will not be held responsible for failures of performance of the Services.

(f)   For NetApp infrastructure in the Storage Environment, Interactive will maintain and upgrade, as necessary to the minimum required versions as specified in NetApp`s Interoperability Matrix.

(g)   For Third Party Infrastructure in the Storage Environment, the Customer will maintain and upgrade as necessary to maintain an active vendor or authorised service provider support agreement.

(h)   Interactive has the right to share reports with its subcontractors working in connection with the Customer.

(i)   Interactive will utilise Interactive's Customer Service Management Portal as the Configuration Management Database and Incident Management system.

(j)   Service Requests that exceed 4 hours in estimated duration will be treated as separately costed Projects, which are Out of Scope.

13.2   Interactive relies on the information provided to it by the Customer to be able to perform the Services as required by this Agreement. If any assumptions made by Interactive or set out in the CMS SOW are proven inappropriate, including because the information provided by the Customer was incorrect or inadequate, or if technical requirements are proven to be beyond the capabilities of the Solution, Interactive will negotiate with the Customer with respect to one or more of the following:

(a)   altering the Solution, which may require a change in accordance with the Project Change Management Process;

(b)   adjusting the Project schedule in relation to any changes required to the Solution; and

(c)   adjusting either or both of the implementation fee and the monthly Service Fees as a result of the alterations to the Project.

14   Customer Responsibilities

14.1   The Customer is responsible for the following:

(a)   Make knowledgeable staff and system administrators available to Interactive promptly upon request and for the Individual Term.

(b)   Provide information that is accurate, complete, and up to date.

(c)   Be responsible for any business and data application testing and all necessary data back-up in preparation for and during the performance of the Services.

(d)   Provide Interactive adequate onsite access to office space, equipment, and standard Internet and/or remote access, for the duration of the Individual Term.

(e)   Provision and enable any network components or services required to facilitate any data transfer or provide remote access for projects which rely on electronic/network transfer of data, as required.

(f)   Provide security passes to allow Interactive access to, and the ability to enter and leave Customer Location with laptop personal computers and any other materials or tools required for the Services.

(g)   Participate in testing as directed by Interactive.

(h)   Be responsible for all communication to Customer's internal users, including notification of maintenance and migration windows, as required.

(i)   Provide Interactive with five (5) Business Days advanced notice of any change to a scheduled event / approved change. Should the Customer be unable to provide this advanced notice for any reason and/or if the change to the scheduled event/approved change extends the project duration, or non-refundable travel costs are incurred, a Change Request may be required.

(j)   Upgrade and/or remediate the Customer Storage Environment (e.g., revisions, patches, etc.) as identified in the supplied Interoperability Matrix Report prior to commencement of the Services.

(k)   Maintain an active support agreement throughout the Individual Term for the Storage Environment.

(l)   Notify Interactive of their planned maintenance activity to avoid missed monitoring alerts.

(m)   Onboard Interactive Personnel with the appropriate level of access rights to the Storage Environment. For example:

  (i)   Administrative rights to the Storage Environment for purposes of configuration release management, Service Request fulfillment and trouble support.

  (ii)   Access to operational support tools such as OnCommand Unified Manager and Performance Manager, third party Element Managers, other third party management systems, change management system, support ticketing system.

(n)   Confirm that the Storage Environment is remotely accessible to Interactive resources via a suitable remote access utility/process. Provide Interactive resources Virtual Desktop Infrastructure ("VDIs") and VPN access for purposes of performing the activities and tasks defined within these Service Terms. For onsite resources, security passes to site locations will be provided to Interactive resources.

(o)   The Customer must provide Interactive Personnel remote access to the Storage Environment and the following technologies:

  (i)   The Customer must provision VMware Virtual Machines and operating system as requested by Interactive to enable Interactive to install and run requisite management software in accordance with the Gateway specifications below.

(ii)   Interactive uses a virtual appliance (Gateway) that collects monitoring data from the Storage Environment.

The Gateway requires both outbound internet connectivity to the cloud, via ports 443 and DNS access to resolve *.api.opsramp.com and the Customer is responsible for providing such internet connectivity and DNS access.

(iii)   The Customer must provide a virtual machine with the following Gateway requirements (On-prem and Cloud Instance) for up to 100 devices (physical and logical): 4 virtual CPUs, 4 GB RAM, 40GB disk, 1 NIC (per site).

(iv)   The Customer must provide supported hypervisors for Gateway: VMware ESXi, Citrix XenServer, Microsoft Hyper-V, Nutanix Acropolis and KVM.

(v)   The Customer must have port 22 and port 5480 allowed on the gateway to access the Web and Serial user interface.

(p)   Provide Interactive with assistance in power cycling or other troubleshooting if the on-site management agent machine is down/off-line, preventing monitoring of the Storage Environment.

(q)   Provide contact lists for 24x7x365 Incident escalation.

(r)   Provide a static public IP address on the firewall.

(s)   Remediate or mitigate issues within the Storage Environment identified during the due diligence assessment prior to live operations commencing.

(t)   Notify critical P1 alerts via telephone.

(u)   Provide 24 hours' notice of planned maintenance involving any Configuration Items (i.e. CI record, controller, volume).

(v)   Provide an administrator for remote support utility sessions, as required.

(w)   Maintain compatibility of interacting external systems or environments at all times.

(x)   Provision and make available the physical or virtual machines to run Interactive's operational toolset.

(y)   Define and agree with Interactive the mechanisms and rules for events and alerts for Event Management.

(z)   For the Capacity Management Service:

(i)   Provide demand management pipeline requirements (e.g. demand and growth plan) that provides a rolling 12-month project demand for capacity categorised by storage tier and includes any strategic forecast of major projects and anticipated demand spikes.

(ii)   Provide access to existing tools/utilities/interfaces to facilitate collection of information for the Capacity Plan.

(iii)   Provide procurement of additional capacity as required.

(iv)   Provide shipment notifications to Interactive SDM for any NetApp procurement, as applicable.

(v)   Procure and arrange installation for any recommended upgrades to the Storage Environment resulting from the Capacity and Performance Management reporting

(aa)   Attend meetings setup by Interactive and provide input / contribute to multi-vendor Problem Management activities (if applicable).

(bb)   Create Service Requests within pre-agreed Request Fulfillment system or by phone or email.

(cc)   Reimburse Travel and related expenses incurred by Interactive resources in undertaking services (if applicable).

(dd)   The Customer's project lead, identified and documented at project commencement, will ensure the following responsibilities are met.

    (i)   Ensure that its appointed authorised representative approves documents upon request within 5 days of receipt of the document. Documents will be deemed accepted if a response has not been received within the 5 day period.

    (ii)   Coordinate, schedule and monitor all Customer resources and activities related to the Services.

    (iii)   Act as the focal point for communications between Interactive and the Customer during the provision of the Services and attend all meetings, as applicable.

(ee)   Provide access credentials and photos for all in scope devices/ racks.

(ff)   Ensure that any responsibilities described in Schedule 1 are met.

15   Exclusions

15.1   The following is excluded from the Services:

(a)   Purchase of hardware, licensing of software and any associated support services (any hardware and software and Support requested or needed, in relation to the Services will be purchased separately).

(b)   Relocation of any components within the Storage Environment.

(c)   Implementation of any new storage infrastructure.

(d)   Development of r Customer requested automation routines.

(e)   Data migration planning and execution activities.

(f)   Development of designs to address new requirements.

(g)   Transformational consulting services, i.e. service improvement planning, business process engineering, data analytics, custom software development and systems integration.

(h)   Logical and physical decommissioning services, i.e. data eradication, disk degaussing, hardware destruction and recycling services.

(i)   Management of data protection and data replication systems and processes.

(j)   Application or application data restoration.

(k)   Application configuration.

(l)   Upgrade and Patch Management on Third Party Infrastructure.

(m)   Any Asset not specifically identified in the CMS SOW will be considered Out of Scope.

16   Pricing

16.1   The Customer shall pay the Service Fee for each Service that is set out in the CMS SOW monthly in advance in accordance with the payment terms set out in the Master Services Agreement.

16.2   The Customer will be charged a Management Fee for any management services provided by Interactive.

16.3   All pricing is exclusive of GST. GST will be charged in addition.

16.4   Interactive may vary the monthly Service Fee when a variation to the Services is necessary due to changes in the Customer's volumes (i.e an increase in the number of managed Devices, Services), and this shall occur as either an addendum to the CMS SOW or in accordance with Interactives standard Change Management Processes.

16.5   With respect to any Third-Party Software and/or services provided by the Third Party Service Partner, if the relevant Third-Party Software Vendor or Third Party Service Partner:

(a)   increases its licence or other fees or introduces new licence or other fees for their products or services that directly relate to the Services detailed in these Service Terms being provided to the Customer, Interactive may increase the Service Fees upon 30 days' written notice from Interactive to the Customer; or

(b)   issues a billing correction to Interactive that directly relates to the Services, Interactive may issue an additional invoice to the Customer in respect of the billing correction, which may include retrospective Service Fees payable.

17   General

17.1   The Customer acknowledges that the delivery of the Services detailed in these Service Terms are being provided by a Third-Party Service Partner and may include (as detailed) Third Party Software.

17.2   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.

17.3   If a variation is proposed in accordance with clause 17.2 that materially and adversely impacts the rights or obligations of the Customer under the Terms or relevant Service Description (including through the imposition of, or increase to, any fee or charge payable by the Customer beyond anything detailed in a CMS SOW, Master Services Agreement, these Terms, or a Service Description but excluding changes required by law or regulatory bodies or third party providers (including a Third Party Service Partner), 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.

18   Definitions

18.1   The following definitions apply to these Terms:

Asset means a Customer device in the Customer's environment which is set out in the CMS SOW as under management as set out in the CMS SOW).

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.

Configuration Item means a Customer device added to the Configuration Management Database.

Configuration Management Database (CMDB) means a centralized repository that stores information about all Configuration Items (CIs) within an organization's IT infrastructure. It includes details about each CI's attributes and relationships with other CIs, enabling effective tracking, management, and analysis of IT Assets

Customer means Interactive's customer named in the Statement of Work or other agreement for the Services.

Customer Location means the location of the Customer's site, as set out in the CMS SOW.

Due Diligence Stage comprises the Customer providing Interactive with access to its systems and supporting documentation; Interactive validating the Customer's in scope systems and services; and the parties attending joint workshops.

Event means defined as any detectable or discernible occurrence that has significance for the management or delivery of IT services and evaluation of the impact a deviation might cause to the services.

Exceptional Event means a significant and disruptive occurrence that, if not handled effectively, could have a substantial impact on service quality, performance, or availability and lead to an emergency change.

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

Incident means an issue affecting a Service that requires immediate attention, which may include degradation of the Service as further described in the Service Level Objective Agreement

Individual Term means, for the Interactive Anywhere Storage Management Service, the individual term set out in the CMS SOW, commencing on the Service Start Date, as extended in accordance with these Terms.

Project Change Management Process means the process described in clause 8.

Interoperability Matrix means the external website/tool that is used to check supported configurations available at the following URL or such other URL as may be updated from time to time https://www.netapp.com/company/interoperability/

Management Fee means the monthly Service Fee payable for Managed Services.

Managed Services means the management services provided by Interactive as described in the relevant Service Description.

Onboarding Stage means the period described in clauses 7.5 to 7.8.

Planned Outage Period means a period during which time the Services may not be available, or that performance of the Services may be impacted.

Problem Ticket means a record identifying the root cause of one or more incidents, developing a permanent fix and implementing changes to prevent the Incident from happening again.

Project means all work to be performed during the Due Diligence Stage and the Onboarding Stage to deliver the Solution to the Customer in accordance with these Service Terms and the CMS SOW.

Project Manager means the Interactive or Customer staff member responsible for delivery of the CMS SOW.

Response Time means the time from when Interactive receives a Service Call for an Incident from the Customer to when a technical Interactive Personnel begins investigating the Incident to conduct initial diagnosis. Where possible, Interactive will provide a status advice to the Customer with an indication of the nature of the Incident and estimated time to restore the Service.

Responsibility Domain means, in relation to a party, equipment or networks owned or managed by the party, or anything provided by a third party engaged by the party.

Restoration or Restored means, in respect of an Incident, the return to normal Service operation, which may be achieved by temporary measures, and Restore has a corresponding meaning.

Service Catalogue means the catalogue of services and associated prices for repeatable Services that can be provided by Interactive, as may be updated from time to time

Storage Environment means Customer and Interactive storage Assets that are used to deliver storage services to the Customer's environment.

Target Restoration Time means the time Interactive will use reasonable endeavors to take from when Interactive receives a Service Call for an Incident from the Customer, until the time the Service is Restored.

Third Party Infrastructure means any non-NetApp Storage Environment.

Third Party Service Partner means the person or entity providing the Services, or part of them, to the Customer, which is a third party engaged by Interactive to provide the Services.

Third Party Software means programs or applications created by companies other than Interactive, which Interactive provides or licenses to the Customer in accordance with this Statement of Work, which includes but is not limited to Microsoft Software.

Third Party Software Vendor means a company that creates Third Party Software, or supplies Third Party Software to Interactive.

Upgrade Plan means an implementation plan for upgrading the operating system and/or firmware of a device.

Service Desk and National Operations Centre (NOC) means the single point of contact between customers and Interactive to handle communication with the Customer.

Service Call means contact made by or on behalf of a Customer to the Interactive Service Desk which may relate to an Incident or a Service Request

Service Level Objectives means the service level objective specified in the Service Level Objective Agreement.

Service Level Targets means the targets that apply to the Interactive Anywhere Storage Management Services.

Service Request means a request for service from the Customer, that is a move, add, change or delete to the Interactive Anywhere Storage Services.

Service Start Date means, for the Services, the date as determined in accordance with clause 10.1.

Solution means the proof of concept or technical design of the Services contained in the CMS SOW.

Tier of Service means the level of Interactive Anywhere Storage Management Services, which may be Simple, Standard, or Advanced.

18.2   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.

Schedule 1   Managed Services Responsibility Matrix ("RACI")

The RACI listed below provides guidance on the participation Interactive will have in day-to-day operational activities during delivery of the Services to the Customer under the Service Management Framework.

All roles/tasks documented below are in relation to the Customer Storage Environment and configuration within the documented scope of this agreement. The tasks are listed in a RACI matrix format and can be interpreted as follows:

R - Responsible: The individual or group who is responsible for doing the work. There can be more than one R.

A - Accountable: The individual or group who is accountable for the action. This person or group has the power of veto. Only one A can be assigned to a task.

C - Consulted: The individual or group who is consulted before a task is performed. This is a two-way conversation.

I - Informed: The individual or group who needs to be informed after the task has been performed. This is a one-way conversation.

1.1   Configuration Management

	Interactive	Customer
Identify, track and audit all Customer Storage Environment Configuration Items that are under management within the Interactive CMDB (Configuration Management Database)	A, R	C,I
Provide configuration management process in relation to the Customer Storage Environment	A, R, I	C, I
Additions and modifications of Customer Storage Environment assets within Interactive's CMDB	R, A, C, I	I
Regular monitoring and audit of Customer Storage Environment Assets using remote tools	A, R, I	C, I

1.2   Capacity and Performance Management

	Interactive	Customer
Provide demand management pipeline requirements	C, I	A, R
Create monthly Capacity and Risk Reports and distribute to agreed and defined management functions	A, R, C, I	I
Raise Change Records for physical or virtual capacity additions in change management system	A, R, C, I	C, I
Review Capacity reporting with Customer	A, R, C, I	C, I
Perform demand management.	C, I	A, R
Performance and capacity monitoring and alerting.	A, R, I	C, I
Performance and capacity Incident and Problem Resolution.	A, R, I	C, I
Action requests for increased capacity and performance requirements	A, R, I	C, I
Identify and remediate Capacity/Performance issues (physical and virtual)	A, R, I	C, I

1.3   Change Management

	Interactive	Customer
Manage a formal Change Management Processes	A, R, C, I	I
Raise change record in Change Management System	A, R, C, I	I
Plan change (assess risk and categorise change type)	A, R, C, I	C, I
Perform change testing including post change validation	A, R, I	C, I
Perform business post change verification testing	C, I	A, R
Peer review all change proposals and facilitate any information that may impact storage Configuration Items	A, R, C, I	C, I
Ensure that all changes have been planned and documented appropriately in accordance with the requirements of Change Management function	A, R, C, I	I
Ensure that all changes have been tested where appropriate (if applicable)	A, R, I	C, I
Ensure that all changes have been approved in the Change Management System prior to being actioned.	A, R, C, I	C, I
Review any changes as required that impact the Customer Storage Environment	R, C, I	R, A, C, I
Implement approved changes in accordance with Change Management policy	A, R, C, I	C, I
Ensure post implementation checks, tests, validation and/or back-out (if applicable) are completed for all changes	A, R, C, I	C, I
Attend all post implementation reviews (as required) and facilitate any information required in relation to any changes	A, R, C, I	I
Provide all information into the change record in accordance with the requirements of the Change Management function to facilitate change closure or archiving	A, R, C, I	I

1.4   Upgrade and Patch Management

	Interactive	Customer
Create release plans that support test and deployment of modified/new storage configuration items	R, A, C, I	I
Ensure firmware/software currency within a supported storage configuration	R, A, C, I	I
Create release build including any relevant software, firmware and configuration changes	R, A, C, I	I
Interface into Change Management function for creation of Change tasks to support release deployment activities	R, A, C, I	I
Review or Approve release plan	R, A, C, I	C, I
Perform release deployment activities including the installation of authorized NetApp software for the NetApp Managed Storage Environment	R, A, C, I	I
Complete the agreed release closure activities	R, A, C, I	I
Manage change windows for release execution.	R, A, C, I	I
Maintain release management processes when deploying changes into the NetApp environment.	R, A, C, I	I

1.5   Event Management

	Interactive	Customer
Regular review of Interactive operational and Event Management toolset to ensure that all supported storage and sub-components are included in Event Management system	A, R, I	I
Review and acknowledge events and alerts, taking action where appropriate	A, R, I	C, I
On-going review and maintenance of event and alert rule sets	A, R, I	C, I

1.6   Incident Management

	Interactive	Customer
Creation of post Incident reporting for High Severity Incidents (P1 Incidents)	R, A, C, I	I
Interactive creation of Incident tickets as required relating to the Customer Storage Environment	A, R, I	C, I
Monitor the Incident Management system storage queue and actioning of Incident tickets	R, A, C, I	I
Track the regular communication to relevant Customer stakeholders of Interactive-assigned Incident tickets through lifecycle of Incident assigned to Interactive	R, A, C, I	I
Increase and decrease Incident ticket priority and/or impact escalation where necessary based upon agreed parameters.	R, A, C, I	I
Investigate and diagnose Incidents assigned to Incident Management storage queue	R, A, C, I	I
Co-ordinate the service restoration or work-around activities related to the Customer Storage Environment as agreed and approved by relevant authorisers. This includes interfacing into all Interactive Core Service Modules or ITIL functions (as applicable)	R, A, C, I	C, I
If hardware or its sub-components as specified in the SOW requires replacement, organise and co-ordinate replacement activities including interfacing with a Data Center team and Interactive Support/Field Engineers as required	R, A, C, I	C, I
Provide service restoration information and/or applicable information to facilitate Incident Resolution or reassignment	A, R, I	C, I
Provide input into Major Incident reviews as required	R, A, C, I	I
Request Problem Ticket to be raised if underlying problem is detected when working on Incident tickets relating to the Interactive environment.	R, A, C, I	C, I
Provide Monthly standard Interactive Incident Report to the Customer	R, A, C, I	I

1.7   Problem Management

	Interactive	Customer
Manage a formal Problem Management Processes	A, R, C, I	C, I
Identify problems and creation, categorization and prioritization of Problem Records relating to the Customer Storage Environment	A, R, C, I	I
Investigate root cause for storage-related Incidents and identify permanent corrective actions	A, R, C, I	I
Interface into Change and Release Management functions to plan and schedule corrective actions	A, R, C, I	C, I
Co-ordinate Problem Resolution tasks for Customer Storage Environment	A, R, C, I	C, I
Implement permanent corrective actions if required	A, R, C, I	I
Close Problem Records	A, R, C, I	I

	Interactive	Customer
Review implemented permanent corrective actions at an agreed timeframe with the Customer to ensure the problem has been successfully Resolved.	A, R, C, I	I
Proactive prevention of problems relating to the Customer Storage Environment by reviewing and actioning all event and alert notifications.	A, R, C, I	C, I
Problem detection – Trend analysis of incident tickets relating to the Customer Storage Environment.	A, R, C, I	I
Submit corrective actions for identified problem	A, R, C, I	I
Review/approve permanent corrective actions (If required)	C, I	R, A
Implement permanent corrective actions	A, R, C, I	C, I

1.8 Reporting

	Interactive	Customer
Create and distribute health check reports to agreed stakeholders	R, A, C, I	I
Create and distribute monthly Service Reports to agreed stakeholders	R, A, C, I	I
Provide ad-hoc information to stakeholders as requested and agreed by Interactive Storage SDM function	R, A, C, I	I
Attend monthly Service meeting with stakeholders to review Service Report and to document any requested service improvements or actions	R, A, C, I	I
Incident, problem and change ticket reporting, on required schedule.	R, A, C, I	I
Provide capacity and performance management reporting as requested and agreed by Interactive Storage SDM function.	R, A, C, I	I

1.9 Request Fulfillment

	Interactive	Customer
Create the Service Request within the Request Fulfilment Support System	A, R, C, I	R
Execute the Service Requests relating to the Customer Storage Environment	A, R, C, I	I
Interface into Change Management function to raise any required Change Requests to fulfil the Service Request Record relating to the Customer Storage Environment	A, R, C, I	I
Interface into Configuration Management function to advise of any modification to any storage Configuration Items	A, R, C, I	C, I
Document actions taken to resolve Service Requests	A, R, C, I	I
Provision Storage as per Customer's Service Request.	A, R, C, I	I
Acknowledgement of Service Request fulfilment	R, C, I	R, A

Schedule 2   Service Level Objectives

1   Services Level Objective

1.1   This Service Level Objective sets out the procedure for the Customer to follow when reporting an Incident and the applicable Target Service Level Objectives that will be provided.

1.2   Incident Reporting Procedure:

(a)   If the Customer experiences an Incident, the Customer must take reasonable steps to ensure that the Incident is not within the Customer's Responsibility Domain before reporting the Incident to Interactive.

(b)   If, after taking those steps, the Customer is satisfied that an Incident is within the Customer's Responsibility Domain, the Customer may report the Incident to the Interactive Service Desk in accordance with the procedure set out in item 6.4

(c)   When logging a Service Call for an Incident the Customer must provide the following information:

    (i)   Customer Name and Service ID affected by the Incident.

    (ii)   Description of the Incident including the level of urgency and impact as specified in 1.3(b).

    (iii)   Name and contact details of the person reporting the Incident.

    (iv)   Name and address of the Customer Location.

    (v)   Business / trading hours of the Customer Location.

(d)   Interactive will issue all Incidents logged with the Service Desk with an Incident number. This Incident number will be the sole reference number for the Incident and will be referenced in subsequent communication from Interactive regarding the incident.

(e)   The Customer may log non-critical issues that do not affect the Service, but do require attention, by phone call or emailing the Service Desk. Interactive will provide an Incident number for all issues, including non-critical issues. Interactive will respond by email to all Incidents the Customer logs by email.

(f)   Interactive, may acting reasonably charge the Customer a reasonable amount, based on the Standard Charge Out Rate, to diagnose an Incident if the Customer knew, ought to have known, or would have known following reasonable investigation, that the Incident was not caused by Interactive, or was caused by something within the Customer's Responsibility Domain.

1.3   Incident Classification

(a)   Interactive will determine the severity of any reported Incident based upon the Customer's impact assessment, having regard to the urgency and impact factors in Table A and Table B. Interactive will then allocate a severity level in accordance with Table C.

(b)   The Customer's callers to the Service Desk must define the level or urgency of the Incident in accordance with Table A and define the impact of the Incident in accordance with Table B.

(c)   Notwithstanding the urgency or impact factors:

(i)   Interactive will classify any Service Call for an Incident placed by the Customer by email or online as Severity 3 or 4 incidents; and

(ii) Severity 1 or 2 incidents Service Calls for an Incident must be placed by the Customer by phone calls.

Table A – Urgency Factors

Critical	High	Medium	Low
Critical business function impacted.	Important business function is impacted.	Administration activities impacted.	Business function continues.

Table B – Impact Factors

Critical	High	Medium	Low
All Customer users are affected.	All business unit or department users are affected.	All team users are affected.	Only an individual is affected.

Table C – Severity Level

Severity		Impact			
		Critical	High	Medium	Low
Urgency	Critical	SEV 1	SEV 2	SEV 2	SEV 3
	High	SEV 1	SEV 2	SEV 3	SEV 4
	Medium	n/a	SEV 3	SEV 4	SEV 4
	Low	n/a	SEV 4	SEV 4	SEV 4

1.4   Initial Impact Assessment

(a)   Where there is doubt regarding impact to a significant number of users or a few users, Interactive will be conservative and classify the Incident initially at the next highest level. Interactive may adjust the Incident severity level later with a valid reassessment.

(b)   Where the assessed severity does not reflect the Customer's requirements, the Customer may escalate the matter to Interactive's Contract Representative. This is the initial step before Interactive will assign a higher severity level.

1.5   Target Service Level – Response Time

(a)   Interactive will use reasonable endeavours to respond to the Customer's Service Calls for the reporting of an Incident within the Target Response Time set out in Table D.

Table D – Target Response Time

Severity Level	Target Response Time	
	Faults logged by Telephone	Faults logged by email or online
Severity 1 – Critical	< 30 minutes	< 8 hours
Severity 2 – High	< 1 hour	< 8 hours
Severity 3 – Medium	< 8 hours (Business Hours)	< 8 hours (Business Hours)
Severity 4 – Low	< 24 hours (Business Hours)	< 24 hours (Business Hours)

1.6 Target Service Levels – Target Restoration Time

(a) Interactive will use reasonable endeavours to Restore an Incident within the Target Restoration Time set out in Table E, to the extent the Incident is within Interactive's Responsibility Domain.

(b) A Service may be Restored via temporary measures. Permanent corrective actions are not required for the Service to be deemed Restored.

1.7 Incident Restoration

(a) The Target Restoration Time Service Level is conditional on Interactive or its representative having access to the Customer's Device/ system and the Customer responsibilities being carried out.

(b) Interactive will contact the Customer and confirm that the Service is operating satisfactorily after Restoring the Service.

Table E – Target Restoration Time

Severity Level	Target Restoration Time	
	Incident within Interactive's Responsibility Domain, where Interactive is the Provider	Incident with a third party
Severity 1 – Critical	4 hours	N/A
Severity 2 – High	8 hours	N/A
Severity 3 – Medium	2 days (Business Hours)	N/A
Severity 4 – Low	4 days (Business Hours)	N/A

1.8 Assumptions

(a) Service Requests that exceed 4 hours in estimated duration will be treated as separately costed Projects, which are outside the scope of the Services.

(b)   All Service Levels presented will be aligned with the technology and workflow/service level tiers being offered to the Customer.

(c)   Service Level Objectives may be offered as part of Services offerings which do not include SLAs. Interactive will perform Services in a professional and workmanlike manner in accordance with industry standards. Customer will not receive any credits, discounts, fee adjustments and/or other concessions based on the performance of standard Managed Service offerings.

(d)   Business Hours are between 9:00am and 5:00pm Customer local time Monday to Friday. Anything outside this time is considered non-Business Hours.

(e)   Service Level measurements exclude the following and Interactive is deemed to have not breached a

Service Level Objective where Interactive's failure to achieve the relevant Service Level is directly or indirectly caused or

contributed by:

(i)   Any delays caused by the Customer (i.e., obtaining Change approval).

(ii)   Operational errors, accidents, negligence, abuse, misuse, unauthorised alteration or modification by Customer or its third-party contractors.

(iii)   Movement of hardware or software without Interactive's prior written approval.

(iv)   Customer's failure to provide an installation environment or product configuration in accordance with the Documentation.

(v)   Use of the hardware or software for other than the specific purpose for which such hardware or software is designed.

(vi)   Any third-party hardware or software installed in the system; or

(vii)   Issues related to non–implementation of any required corrective actions, or recommendations, where Interactive has provided prior written notice of such requirement.

(viii) Any mutually agreed schedule for activities that fall outside the service level.

(ix)   Any issues caused by third parties for support.

(x)   A security intrusion or virus attack for which Interactive is not responsible.

(xi)   Any network outage or datacentre outage.

(xii)   Instances where Interactive has not been provided on site access and/or remote access is prohibited or not made available to NetApp.

(xiii) Planned Outage Periods.