

PRIVATE CLOUD SERVICES – SERVICE DESCRIPTION

CMS Recover Services - Essentials

This document (“**Recover Essentials Service Description**”) contains the terms governing the provision of the CMS recover services - essentials by Interactive Pty Ltd (ABN: 17 088 952 023) of 461 Williamstown Road, Port Melbourne Vic 3207 (“**Interactive**”) to the customer named in the CMS SOW that applies to this Recover Essentials Service Description (“**Customer**”).

This Recover Essentials Service Description forms part of the Agreement, also containing the Private Cloud Terms (found at <https://www.interactive.com.au/terms-and-conditions>) and the Master Services Agreement.

1 Service Description

- 1.1 Interactive will provide the Customer with the CMS Recover Services – Essentials to allow backup of the Customer’s data from the Primary Location to the CMS Recover Platform to the specifications detailed in the CMS SOW, from the Service Start Date for the Individual Term.
- 1.2 CMS Recover- Essentials is a Self-Managed, hosted, offsite Backup as a Service (BaaS) offering provided by Interactive. The CMS Recover Platform is hosted within the Interactive Facility specified in the CMS SOW. The Customer utilises its Veeam Backup Software to schedule and manage their offsite backup copy.
- 1.3 CMS Recover- Essentials Features:
 - (a) Service setup and Customer activation;
 - (b) Veeam Backup Repository Licence;
 - (c) 24 x 365 Australian Service Desk and National Operations Centre (NOC) support for CMS Recover Platform;
 - (d) 24 x 365 platform health monitoring and management;
 - (e) Service Level Agreements – Platform Availability; and
 - (f) Dedicated relationship manager.
- 1.4 Interactive will provide the Customer with administrative login credentials (username and password) for accessing the CMS Recover Platform. The Service Start Date will commence on the date Interactive provides the Customer with these credentials.

2 Data

- 2.1 Data Protection Services set out in the Private Cloud Terms do not apply to the CMS Recover Services – Essentials.
- 2.2 Interactive is not required to back-up the Customer’s data that is stored on the CMS Recover Environment, unless otherwise agreed between the parties. The Customer is solely responsible for backing up its own data and for the success and failure of the Customer’s backups, both locally and to the CMS Recover Platform.

- 2.3 The Customer is solely responsible and liable for its conduct, data and back up data related to the CMS Recover Services – Essentials. The Customer indemnifies and holds harmless Interactive against any and all loss, cost, damage, liability and expenses arising out of, or resulting from or in connection with, the Customer's breach of the Agreement, the Customer's use of the CMS Recover Services – Essentials or the Customer's backed-up data.
- 2.4 If Interactive causes loss of or damage to the Customer's data stored on the CMS Recover Environment, Interactive will assist to restore the data to the last available restoration point, but Interactive is not otherwise liable to the Customer for any loss of or damage to the Customer's data.

3 Transition Out

- 3.1 In addition to the transition out provisions of the Private Cloud Terms, the following applies:
- (a) The Customer may recover its data from the Veeam Software instance at the Primary Location as operated and maintained by the Customer. Any such retrieval must be performed prior to termination of the CMS Recover Services – Essentials.
 - (b) Interactive may delete the Customer's data stored on the CMS Recover Platform upon termination of the CMS Recover Services – Essentials. The Customer shall ensure it obtains a copy of its data before the CMS Recover Services – Essentials are terminated. Notwithstanding any other clause in the Agreement, Interactive is not liable to the Customer for, and the Customer irrevocably releases Interactive from, any loss or liability incurred by the Customer in connection with Interactive deleting the Customer's data in accordance with this item.

4 Assumptions

- 4.1 The following assumption applies to the CMS Recover Services – Essentials:
- (a) The Customer will seal back up chains, by running either synthetic full or reverse incremental back up jobs, on a no longer than fortnightly basis at a minimum.

5 Exclusions

- 5.1 The following works are not included in the CMS Recover Services – Essentials, unless specifically detailed in the CMS SOW, but are available by agreement between the parties and will be charged in accordance with the Standard Charge Out Rate:
- (a) back up of any of the Customer's data stored in the CMS Recover Environment;
 - (b) management of the Customer's Veeam Software;
 - (c) installation and configuration of Veeam Software at the Primary Location;
 - (d) configuration of Customer's Network to allow connectivity to CMS Recover Platform;
 - (e) provide the Customer with relevant information for auditors; and
 - (f) offsite tape storage of the Customer's data.
- 5.2 The following items are Out of Scope and are not included in the CMS Recover Services – Essentials unless specifically detailed in the CMS SOW:
- (a) the Customer's Veeam Software licencing, including at the Primary Location;
 - (b) management of any devices beyond the scope of this proposal; and
 - (c) maintaining user accounts and their group memberships in Microsoft Active Directory.

6 Interactive Responsibilities

- 6.1 Interactive will:
- (a) monitor and manage the availability, security and the capacity of the CMS Recover Platform;
 - (b) provide the Customer with information to setup the Service to initiate offsite backup;

- (c) provide CMS Recover Platform storage capacity to support the Customer's subscription;
 - (d) notify the Customer of maintenance activities where appropriate; and
 - (e) provide support to the Customer for issues related to the CMS Recover Platform.
- 6.2 Interactive will not support any issues related to the Customer's systems, networks, applications and infrastructure.

7 Customer Responsibilities

- 7.1 The Customer will:
- (a) Securely store the CMS Recover username and password and protect it from unauthorised use;
 - (b) Own and install the Veeam Software on their environment;
 - (c) Manage their Veeam Backup and Replication environment;
 - (d) Setup the Veeam Software to target CMS Recover Platform for backup;
 - (e) Schedule and manage all the backup and recovery of its data via the Veeam Software;
 - (f) Provide appropriate network connectivity (except those detailed in the CMS SOW) to connect to the CMS Recover Platform;
 - (g) Configure their network and firewall to enable connectivity to the CMS Recover Platform.
 - (h) Monitor success of the Customer's backup jobs on the CMS Recover Platform;
 - (i) Test the Customer's data recovery from the CMS Recover Platform;
 - (j) Provide Interactive with the initial seed data to enable the first backup of the Customer's data. The seeding will occur via the Customer's internet link; and
 - (k) Provide their own antivirus and antimalware services within its internal environment and within the Customer data stored in the CMS Recover Platform.

8 Definitions

- 8.1 The following definitions apply to this Service Description:

CMS Recover Platform means Interactive's hosted backup and recovery services platform that uses Veeam Cloud Connect.

Service Start Date means the date when Interactive issues the username and password to the Customer as described in item 1.4.

CMS Recover Services – Essentials means the Services set out in this Recover Essentials Service Description.

Microsoft Software means Microsoft products provided by Interactive in accordance with this Statement of Work.

Primary Location means that location where the Customer hosts its primary data and conducts the backup using the Veeam Software in that location. The Primary Location is specified in the CMS SOW.

Self-Managed Service means where the Customer is responsible for ensuring the success of the Customer's backups and for maintaining the backup environment at the Primary Location.

Veeam Software means Veeam Backup and Replication Software at the Primary Location.