

ASSET AND INVENTORY MANAGEMENT SERVICE DESCRIPTION

This document ("**Asset and Inventory Management Service Description**") contains the terms governing the provision of the Asset and Inventory Management 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 DCBC SOW that applies to this Asset and Inventory Management Service Description ("**Customer**").

This Asset and Inventory Management Service Description forms part of the Agreement, also containing Master Services Agreement.

1 Term of Services

- 1.1 Interactive shall provide Asset and Inventory Management Services in accordance with this Asset and Inventory Management Service Description for the Individual Term set out in the DCBC SOW.

2 Services

- 2.1 Interactive will conduct an Audit of the Customers IT infrastructure and network connectivity to provide a complete breakdown of all the Customers networks connections.
- 2.2 Interactive will implement the Asset and Inventory Management system to provide the Customer with portable and end-to-end management and documentation of its IT infrastructure and network connectivity. The implementation process includes:
- (a) Supply and attach barcodes for all patch leads required in accordance with the outcome of the Audit;
 - (b) Supply and attach barcodes for the Equipment in the Racks at the Service Location;
 - (c) Supply and attach collars on fibre patch leads to enable ease of access to barcodes;
 - (d) Scan all barcodes into the Asset and Inventory Management system once the patch leads have been connected to the Equipment in accordance with the outcome of the Audit;
 - (e) Build the Customer environment within the Asset and Inventory Management system;
 - (f) Provide training on the use of the Portal to all Customer Personnel; and
 - (g) Provide read only access to the Portal for all required Customer Personnel. When Interactive provides the access to the Portal to the Customer, implementation will be deemed complete (the date implementation is complete is the "Service Start Date").
- 2.3 After the Service Start Date Interactive will:
- (a) Perform Tech Hands Services in accordance with the Tech Hands Service Description as requested by the Customer; and
 - (b) Perform quarterly audits of the Customer environment to ensure that cabling is as per Customer design.

3 Customer's Obligations

3.1 The Customer will:

- (a) ensure that Interactive and its Personnel have full and safe access to any Racks located in the Service Location in accordance with the Customer's reasonable physical security requirements to enable Interactive to perform ongoing quarterly audits and to adequate working space and electricity at the Service Location;
- (b) supply a list of relevant Personnel that require access to the Portal;
- (c) follow Interactive's support procedure when making a Service Request;
- (d) backup and restore its own data;
- (e) promptly provide Interactive with any information that Interactive requests or requires to perform its duties under the DCBC SOW;
- (f) provide Interactive with access to systems that Interactive requires to perform its duties under the DCBC SOW, including to all infrastructure and environments; and
- (g) provide Interactive with remote access to its system when required by Interactive.

4 Interactive's Responsibilities

4.1 Interactive will ensure that its Personnel performing the Asset and Inventory Management Services are appropriately qualified and trained.

5 Payment

5.1 The Customer shall pay the Service Fees for the Asset and Inventory Management Services from the Service Start Date.

5.2 The Customer will be charged for any Consumables provided by Interactive. For the purposes of this Service Description, Consumables includes items required by Interactive to perform the Asset and Inventory Management Services, including shelves, rails, mounting hardware, power and network cables and patch leads.

5.3 The Standard Charge Out Rate may increase from time to time. Interactive will provide the Customer with at least 30 days' written notice of any increases in the Standard Charge Out Rate.

5.4 If requested, any Tech Hands Services will be provided during normal Business Hours and will be charged in accordance with the terms of the Tech Hands Service Description and the Customer's Co-location SOW, DCBC SOW or DC Care SOW as applicable. Any request for After Hours Tech Hands Services will be charged at the After-Hours Standard Charge Out Rate.

6 Variation

6.1 Interactive may (acting reasonably) vary any 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.

- 6.2 If a variation is proposed in accordance with clause 6.1 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.

7 Definitions

7.1 Definitions

Audit means the audit conducted by Interactive in accordance with item 2.1.

Asset and Inventory Management Services means the services set out in this Asset and Inventory Management Services Description.

Customer Location for the purposes of the Asset and Inventory Management Service Description means the Customer's address where the Customer Equipment is located (if applicable).

DCBC SOW means the statement of work for Disaster Recovery and Business Continuity services entered into between Interactive and the Customer named in that Statement of Work.

Data Centre for the purposes of the Asset and Inventory Management Service Description means the Customer's data centre located at the address set out in the DCBC SOW where the Equipment is located (if applicable).

Equipment means the Customer's assets stored in the Rack that the Asset and Inventory Management system will document as listed in the DCBC SOW.

Interactive Facility for the purposes of the Asset and Inventory Management Service Description means Interactive's location where the Equipment is located, as set out in the DCBC SOW (if applicable).

Individual Term means, for the Asset and Inventory Management Services, the individual term set out in the DCBC SOW, commencing on the Service Start Date.

Personnel means, in relation to a party, that party's employees, agents, officers and contractors.

Portal means the interface to the Asset and Inventory Management system.

Rack for the purposes of the Asset and Inventory Management Service Description means the physical framework that houses the Equipment.

Service Requests means a request for Services by the Customer.

Service Location means the location listed in the DCBC SOW which can be either of the following: the Customer Location, a Data Centre or an Interactive Facility.

Service Start Date means, for the Asset and Inventory Management Services, the date that that Interactive provides the Customer with access to the Portal in accordance with clause 2.2(g).

Tech Hands Services means the Service Description at the following URL <https://www.interactive.com.au/terms-and-conditions>.