

## CO-LOCATION SERVICE DESCRIPTION

This Service Description (“**Co-location Service Description**”) contains the terms governing the provision of the Co-location 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 Co-location Service Description (“**Customer**”).

This Co-location Service Description forms part of the Agreement, also containing the Master Services Agreement.

### 1 Terms of Services

- 1.1 Interactive shall provide Co-location Services in accordance with this Co-location Service Description for the Individual Term set out in the DCBC SOW.

### 2 Co-location Services

- 2.1 Interactive will perform the Services, which include:
- (a) the provision of data centre floor space to accommodate the Customer’s Equipment in one or more Racks;
  - (b) allowing access to the Facility in accordance with the terms outlined in item 8;
  - (c) the provision of both generator and uninterrupted power supply (“UPS”) backup for the main electricity supply to the Customer’s Equipment;
  - (d) the provision of electricity supply, being AC power, from the UPS(s) to the Customer’s Equipment, as specified by Interactive;
  - (e) the provision of a data centre environment that maintains reasonably appropriate conditions for the Customer’s Equipment with respect to air conditioning and cleanliness; and
  - (f) maintenance of reasonable physical security measures at the Facility.
- 2.2 Interactive is not required to transition the Customer’s Equipment from the Customer Location to the Facility or to install the Customer’s Equipment at the Facility (these being the “Relocation Services”) unless the Customer has engaged Interactive to provide such services under a separate Statement of Work for those Relocation Services. It is the Customer’s sole responsibility to assess its own computer, security and telecommunications needs and the functionality of the Equipment. Interactive does not guarantee the performance of applications installed on the Customer Equipment.
- 2.3 The Customer must not restrict Interactive’s access to the Facility or the Customer’s Equipment at any time.
- 2.4 Interactive is not liable to the Customer for any loss or liability incurred by the Customer if such loss or liability was incurred as a result of the failure of a third-party supplier engaged directly by the Customer (such as telecommunications provider’s failure).
- 2.5 Interactive may access the Customer’s Racks to independently inspect the power configuration.
- 2.6 Interactive may direct the Customer to:
- (a) alter the power configuration of the Customer’s Equipment; or

(b) disconnect the power supply to the Customer's Equipment or require the Customer to remove its Equipment from the Facility forthwith,

if Interactive, in its sole discretion, deems that the continued operation of the Equipment:

(c) causes a threat to safety (including any risk of fire or other hazard) to the operations of the Facility;

(d) unreasonably interferes with or threatens to interfere with Interactive's operations, another customer or any other person that occupies space within the Facility;

(e) is not installed in accordance with standard industry practice; or

(f) is consuming or has consumed excessive power.

2.7 Interactive will assist the Customer to install cross connects from the carrier termination point to its end Customer Rack if specified in the DCBC SOW.

### **3 Tech Hands**

3.1 If the DCBC SOW specifies Interactive will provide Tech Hands Services to the Customer, Interactive will provide Tech Hands for the number of hours so specified in the DCBC SOW on the terms set out in the Tech Hands Service Description. If the Customer needs more Tech Hands than the hours specified, the Customer may request Tech Hands by requesting Out of Scope Services.

### **4 Tape Rotation Services**

4.1 If the DCBC SOW specifies Interactive will provide Tape Rotation Services to the Customer, Interactive will provide Tape Rotation Services on the terms outlined in this item 4. If DCBC SOW does not specify Tape Rotation Services, the Customer may request Tape Rotation Services by requesting Out of Scope Services.

4.2 The Tape Rotation Services include:

(a) loading the Customer's tapes into the auto loader or other tape input device in accordance with the schedule provided by the Customer;

(b) replacing the Customer's tapes from the prior week into the Customer Equipment; and

(c) collecting the Customers tapes at the Facility when delivered by the Customer or Customer appointed third party off-site tape storage provider

(d) storing the Customers tapes at the Facility for collection by the Customer or Customers appointed third party off-site tape storage provider.

4.3 The Customer must:

(a) purchase the autoloader or other tape input device;

(b) provide Interactive with full details of the third-party off-site tape storage provider and any processes that are required by the Customer or the third-party provider relating to the collection of the tapes;

(c) provide all tapes;

(d) set up the back-up schedule and provide a copy to Interactive before the commencement of the Services;

(e) check that the restore has worked; and

(f) replace all faulty tapes with functional tapes.

4.4 The Tape Rotation Services will only be performed during Business Hours on a Business Day. Any Tape Rotation Services requested outside Business Hours will incur an additional fee at the After-Hours Standard Charge Out Rate.

4.5 Interactive will not be responsible for any acts or omissions of the third-party off-site tape storage provider.

- 4.6 The Customer shall make requests for Tape Rotation Services in accordance with procedures notified to it by Interactive.

## **5 Out of Scope Work**

- 5.1 The Customer may request Interactive provide Out of Scope Work.
- 5.2 If Interactive provides Out of Scope Work, Interactive will provide a quotation for those Out of Scope Works to the Customer. The Customer must accept the quotation in writing before the Out of Scope Work will be provided.
- 5.3 If the Customer does not accept Interactive's quotation for Out of Scope Work, Interactive will not provide the Out of Scope Work and the DCBC SOW will remain unaltered and continue in all respects to bind the parties.

## **6 Electricity**

- 6.1 Electricity usage is chargeable for all of the Customer's Equipment and is included in the Service Fees up to the maximum kW per Rack set out in the DCBC SOW, calculated as a total power draw allowance across the Racks or floor space in the aggregate per Facility.
- 6.2 Interactive will check electricity usage monthly and any increase in power draw over the total power draw allowance will be charged at the Additional 1kW Rate listed in the DCBC SOW for the remainder of the Individual Term. This charge is applicable per Rack or overall floor space per additional 1kW drawn. Any power draw will be rounded up to the next whole kW drawn.
- 6.3 Interactive may increase the Service Fees if the costs Interactive incurs for electricity increase, by giving no less than 30 days' notice to the Customer.

## **7 Authorised Persons**

- 7.1 The Customer must provide the Authorised Persons List to Interactive and must provide written notification of any changes to the Authorised Persons List to Interactive as soon as reasonably practicable after the change.
- 7.2 The Customer must nominate two individuals with the authority to alter the Authorised Persons List. Interactive is only required to alter the Authorised Persons List if the request is made by one of the nominated individuals. The Customer is responsible for ensuring that the Authorised Persons List held by Interactive is current and up to date at all times.
- 7.3 Interactive will refuse entry to any person who is not named in the Authorised Persons List or who does not comply with Interactive's requirements in the Interactive Data Centre External User Guide or other directions.
- 7.4 Interactive may make changes to the Interactive Data Centre External User Guide from time to time as it, in its absolute discretion, deems necessary.

## **8 Access within Co-location Room**

- 8.1 Interactive will provide the Authorised Persons with access to the Customer Equipment within a Co-location Room. The Racks provided will be dedicated to the sole use of the Customer however they are located in a shared environment with equipment of other customers of Interactive.
- 8.2 Customer staff or suppliers engaged directly by the Customer that are not on the Authorised Persons List that require access must be authorised for access by an Authorised Person in writing to Interactive.
- 8.3 Except in an emergency, the Customer is required to provide Interactive with a minimum of 24 hours' notice that access is required. Interactive will endeavour to provide access as soon as reasonably practicable.
- 8.4 If the Customer requires Technical Assistance, the Customer shall pay the Standard Charge Out Rate (either Business Hours or After Hours), as set out in the DCBC SOW.

- 8.5 Interactive may interrupt or postpone access to the Facility without notice if there is an emergency.
- 8.6 Interactive may restrict the Customer's access to any common area within the Facility at any time.
- 8.7 All visitors to the Facility, including Authorised Persons, must hold formal identification while at the Facility. Interactive may require any or all Authorised Persons to have a full-face photograph taken at the Facility.

## **9 Access within Dedicated Room**

- 9.1 Interactive will provide the Services to the Customer and access to the Customer Provided Equipment within a Dedicated Room. The Customer Provided Equipment is dedicated to the sole use of the Customer. No other customers of Interactive will be provided access to the Dedicated Room.
- 9.2 Interactive will provide to the Customer access to the Facility, Dedicated Room and the Customer Provided Equipment twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.
- 9.3 All visitors to the Facility, including Authorised Persons, must hold formal identification while at the Facility. Interactive may require any or all Authorised Persons to have a full-face photograph taken at the Facility.

## **10 License to use Facility**

- 10.1 The Customer is only granted a limited and non-exclusive license to use specified areas within the Facility in accordance with this Co-location Service Description and has not been granted a lease or sublease of property.
- 10.2 Interactive may remove any person from the Facility if they do not comply with the Interactive Data Centre External User Guide or any reasonable directions of Interactive's staff. Interactive may, in its sole discretion, refuse the Customer's third parties to access the Customer's Equipment or the Facility. If the third party agrees in writing to Interactive's reasonable terms of access, Interactive will not unreasonably withhold access to the Customer's Equipment or the Facility.
- 10.3 The Customer may only use the Racks for the purposes for which they are intended and may not sub-license, permit any other person to use or re-sell the Racks or the space allocated to the Customer.

## **11 Customer Obligations**

- 11.1 The Customer is responsible to provision, load, install, configure, support and license its own software and data.
- 11.2 The Customer shall ensure its Equipment is installed and configured correctly (including communications equipment) and shall ensure that its Equipment is:
- (a) installed in accordance with the specifications set out in the Interactive Data Centre External User Guide, including by neatly wrapping and tying together all of the cables and wiring in the Racks. If the Customer does not do so, Interactive may, at its sole discretion, neatly wrap and tie the wires and cables and Interactive may charge the Customer for doing so; and
  - (b) installed Equipment in line with Interactive's hot and cold aisle principle;
  - (c) installed, operated, maintained and repaired in compliance with all applicable laws and safety codes; and
  - (d) not stacked or resting on any other person's equipment within a Co-Location Room.
- 11.3 It is the Customer's responsibility to maintain the Customer's Equipment. Interactive is not required to maintain the Customer's Equipment unless otherwise agreed in writing.
- 11.4 If the Customer provides its own Racks, the Racks must meet the Standard Rack Specifications, unless Interactive otherwise agrees in writing. If the Customer Rack or Equipment exceeds the Standard Rack Specifications, the Customer shall pay further charges as notified by Interactive.

- 11.5 The Customer must comply with the Interactive Data Centre External User Guide and the directions of Interactive's staff when accessing the Facility. The Customer shall only use the Facility and Interactive's Equipment in a manner which, in Interactive's reasonable opinion, does not and is not likely to diminish the integrity, quality or functionality of the Facility or Interactive's Equipment.
- 11.6 The Customer must provide Interactive with 60 days' prior written notice if the Customer requires power draw greater than 5kW in a Rack.
- 11.7 The Customer must only store technical equipment in the Racks. The Customer shall not store cardboard boxes, tapes, plastic boxes or inflammable materials in the Racks or the Facility. If Interactive finds any such materials in a Rack, Interactive may immediately remove the offending materials.
- 11.8 If Interactive has provided the capability for dual power from two separate distribution paths, it is the Customer's responsibility to ensure that the Customer's Equipment is configured to take advantage of this power redundancy. If there is a loss of power supply to a single distribution path, it will not constitute a power failure or breach of any power availability service level.
- 11.9 No later than 7 days after the expiry or termination of the Individual Term for any reason, the Customer must:
- (a) remove all of the Customer's Equipment from the Facility; and
  - (b) uninstall any services fed to the Rack including carrier services, cabling and installed infrastructure.
- 11.10 If the Customer does not comply with item 11.9, Interactive may remove the Customer's Equipment or remaining services from the Facility and deliver it to the Customer's last known address. The Customer shall pay all reasonable costs incurred by Interactive to remove the Customer Equipment and connected services.
- 11.11 The Customer is solely responsible to maintain a procedure to back up and restore its own data.
- 11.12 The Customer shall not engage in cross feeding of power. Cross feeding means the unauthorised connection of a power circuit to a cabinet, other than the cabinet specified by Interactive for such use.
- 11.13 The Customer must comply with requirements from Interactive and Interactive's landlords in relation to installation of new services to the Facility.

## **12 Planned Outages**

- 12.1 Planned Outage Periods may be declared by Interactive from time to time for any purposes, including:
- (a) Installation of infrastructure; or
  - (b) Maintenance requirements on the Facility networks or systems; or
  - (c) Software or infrastructure upgrades.
- 12.2 Interactive will use its best endeavours to give the Customer at least 14 days' notice of any Planned Outage Periods and the length of any Planned Outage Periods.

## **13 Facility Specific Details**

- 13.1 The Facility specific conditions set out in the DCBC SOW apply to Services provided at either of the Polaris, Equinix or NextDC Facility. If there is any inconsistency between the Facility specific conditions and the other provisions of this Co-location Service Description, the Facility specific provisions prevail to the extent of the inconsistency. The Facility specific provisions do not apply to any other Facility.

## **14 Pricing and Payment**

- 14.1 The Customer shall pay the Service Fees for the Co-location Services from the Service Start Date.
- 14.2 On each anniversary of the Service Start Date, the Service Fees will increase in accordance with the following table:

Facility	Percentage Increase
Services from Equinix Facility	5%
Services from Polaris Facility	4%
Services from Next DC	the greater of 3% or CPI
Services from the Port Melbourne, St Leonards or Eight Mile Plains Facility	the greater of 3% or CPI

- 14.3 Hardware maintenance is not included unless expressly stated otherwise, or the Customer has entered into a written agreement for hardware maintenance services with Interactive.
- 14.4 Racks or floor space exceeding the maximum subscribed power draw will be charged at the next highest rate.
- 14.5 The Customer will be responsible for all costs associated with the use of Consumables provided by Interactive at the Facility.
- 14.6 The Costs of installing communication lines and subsequent costs of access to these lines is excluded and is to be borne by the Customer.
- 14.7 If the Customer fails to perform, or delays in performing, its obligations under this Co-location Service Description and such failure or delay results in Interactive being delayed by at least one month to perform Services or achieve one or more milestones under this Co-location Service Description Interactive may, notwithstanding the delay, invoice the Customer for Service Fees. In the case of time fixed monthly Service Fees, this means the fixed Service Fee applicable and, in the case of time and materials engagements, means the Service Fees for consultants booked for the engagement who cannot be deployed to other engagements or work.

## 15 Variation

- 15.1 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](http://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.
- 15.2 If a variation is proposed in accordance with clause 15.1 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.

## 16 Definitions

- 16.1 The following definitions apply to this Co-location Service Description:

**Authorised Person** means a person who is authorised by the Customer to access the Facility for and on behalf of the

Customer.

**Authorised Persons List** means a list that is maintained by the Customer and given to Interactive which contains the name and details of Authorised Persons.

**Co-location Room** means a room in the Facility that contains Racks or Equipment of various customers of Interactive.

**Co-location Services** means the Services set out in this Co-location Service Description.

**CPI** means the Consumer Price Index (Weighted Average Eight Capital Cities) published by the Australian Bureau of Statistics and calculated as the percentage increase between the CPI for the quarter preceding the previous review date and the CPI for the quarter immediately preceding the current review date.

**Customer Location** means the Customer's address where the Customer Equipment was previously located.

**Customer Rack** means a rack or free-standing equipment supplied by the Customer that meets the Standard Rack Specifications. Customer Equipment that exceeds the Standard Rack Specifications will be charged at a separate rate.

**Customised Rack Solution** means any Rack that exceeds the Standard Rack Specifications.

**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.

**Dedicated Room** means a room that is dedicated to the sole use of the Customer, which houses the Customer Equipment. Dedicated Room sizes are calculated on a maximum ratio of 3m<sup>2</sup> per Rack, excluding cable management zones. This area takes into account Interactive Data Centre infrastructure.

**Facility** means Interactive's location(s) referred to in the DCBC SOW.

**Individual Term** means, for the Co-location Services, the individual term set out in the DCBC SOW, commencing on the Service Start Date.

**Interactive Data Centre External User Guide** means the guidelines prepared by Interactive and provided to the Customer, after execution of the Agreement, and prior to their initial entry into the Facility (or otherwise upon request). The guidelines relate to the Customer's use of the Facility including but not limited to security measures required for access to the Facility and Occupational Health and Safety policies.

**Out of Scope Services** means services that are not Services, which may include installation, troubleshooting of Customer's Equipment, provision of additional security cameras, additional cabling, use of other facilities in the Facility, additional reports, rack layout and design services, additional security swipe cards or additional cleaning, or Tech Hands or Tape Rotation Services if such services exceed the amounts set out in the DCBC SOW.

**Planned Outage Period** means a period during which Interactive may carry out work on the Facility, its networks or systems.

**Rack** means either (dependent upon what offering the Customer has subscribed to) a Customer Rack, Standard Rack, or a Customised Rack Solution, as set out in the DCBC SOW.

**Services** means the Co-Location Services as set out in item 2.

**Service Start Date** means, for the Co-location Services, the date set out in the DCBC SOW.

**Standard Rack Specifications** means a Rack that is:

- (a) 1070mm deep x 600mm wide x 42RU high with (1) 740mm shelf, a lockable mesh door, is full width at the front and half width at the rear and is supplied with 2 x 32amp feeds, contains 2 x 32amp PDUs, and each PDU contains 20 x IEC13 10amp and 4 x IEC19 16amp outlets; or
- (b) a Rack whose specifications vary from those in paragraph (a), but which provides similar functionality.

**Tape Rotation Services** means the Services described in item 4.

**Technical Assistance** means verbal or physical technical support given by Interactive's personnel to the Customer in relation to the use of the Facility and/or the recovery or operation of the Equipment.

**Tech Hands** means the Services described in item 3.

**Tech Hands Service Description** means the Service Description at the following URL

[www.interactive.com.au/terms-and-conditions](http://www.interactive.com.au/terms-and-conditions)