

SERVICED OFFICE SERVICE DESCRIPTION

This document ("Serviced Office Service Description") contains the terms governing the provision of the Serviced Office 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 Serviced Office Service Description ("Customer").

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

1 Term of Services

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

2 Serviced Office Services

2.1 Interactive will:

- (a) provide the Authorised Persons with access to, and use of, the Specified Areas within the Facility and the Interactive Equipment set out in the DCBC SOW on a dedicated basis, subject to the terms and conditions of this Serviced Office Service Description. Such physical security access will be provided via Proximity Access Card ("PAC");
- (b) provide electricity for reasonably acceptable administrative office use only;
- (c) ensure that the Facility can be safely used by the Authorised Persons and that the Facility conforms to Interactive's health and safety policies;
- (d) provide data and system security on internal services;
- (e) allow the Customer to store the Customer Equipment set out in the DCBC SOW in the Serviced Office;
- (f) provide regular facilities maintenance to the Serviced Office;
- (g) provide heating and air-conditioning to the Serviced Office during Business Hours;
- (h) Monitor the access to the Serviced Office and provide security access reports at intervals agreed between the parties detailing access records to the Customer's Serviced Office;
- (i) ensure that only Interactive personnel that are required to deliver the Serviced Office Services have access to the Serviced Office;
- (j) ensure the correct operation of the Facility by providing scheduled and reactive maintenance to the supporting infrastructure (UPS and lighting);
- (k) ensure that the Facility is kept clean and tidy;
- (l) provide access to Interactive's 24x7 call centre to enable the Customer to place service calls for any facilities maintenance issues or Technical Assistance. The Customer shall make service calls in accordance with the Support Card Procedure;

- (m) provide general cleaning services to the Serviced Office. Any additional or speciality cleaning may incur an additional cleaning fee;
- (n) provide induction training for Authorised Persons in the safe use of the Facility;
- (o) provide access for Authorised Persons to the common area kitchen specified in the DCBC SOW and refreshments made available therein, specifically excluding any alcoholic beverages;
- (p) provide Common Area Consumables;
- (q) provide monitoring of the use of the Serviced Office for service reporting;
- (r) accept mail and other deliveries on behalf of the Customer during Business Hours provided Interactive are not liable for mail or packages received without an Interactive employee's signature of acceptance; and
- (s) provide use of meeting rooms in the Facility, subject to availability and the Customer's prior reservation on the terms set out in item 8.15
- (t) 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 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.

3 Additional Services

- 3.1 The Customer may request Interactive provide Additional Services.
- 3.2 If Interactive provides Additional Services, Interactive will provide a quotation for those Additional Services to the Customer. The Customer must accept the quotation in writing before the Additional Services will be provided.
- 3.3 If the Customer does not accept Interactive's quotation for Additional Services, Interactive will not provide the Additional Services and the DCBC SOW will continue in all respects to bind the parties.

4 Technical Assistance

- 4.1 Interactive will provide Technical Assistance as requested by the Customer. Technical Assistance will incur a Technical Assistance Fee in addition to the monthly Service Fee at the rates set out in the DCBC SOW.

5 Authorised Persons

- 5.1 The Customer must provide the Authorised Persons List to Interactive and must notify Interactive of any changes to the Authorised Persons List as soon as reasonably practicable to ensure the Authorised Persons List held by Interactive is current and up-to-date at all times.
- 5.2 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.
- 5.3 Interactive will refuse entry to the Facility to any person who is not named in the Authorised Persons List or who does not comply with the Interactive Data Centre External User Guide.
- 5.4 Interactive may make changes to the Interactive Data Centre External User Guide from time to time as it, in its absolute discretion, deems necessary.

6 Licence to use Facility

- 6.1 The Customer is only granted a limited and non-exclusive licence to use the Specified Areas within the Facility including the Serviced Office in accordance with this Serviced Office Service Description and has not been granted a lease or sublease.

6.2 Interactive may remove any person from the Facility if they fail to comply with the Interactive Data Centre External User Guide, any of the policies outlined in item 8.11, or any reasonable directions of Interactive's staff. Interactive may, in its absolute discretion, refuse to allow any third party or subcontractor of the Customer access to the Customer's Equipment or the Facility.

7 Interactive Rights

7.1 The Customer must not restrict Interactive's access to the Serviced Office at any time where such access is required by Interactive in connection with the provision of the Serviced Office Services by Interactive or for safety, emergencies, cleaning, repair or maintenance requirements.

7.2 Interactive reserves the right to alter or move the location of the Serviced Office during the Individual Term, provided that Interactive will not substantially decrease the square footage of the originally assigned Serviced Office.

7.3 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.

7.4 Interactive may direct the Customer to remove its Equipment from the Facility, if Interactive, in its sole discretion, deems that the continued operation of the Equipment:

- (a) causes a threat to safety (including any risk of fire or other hazard) to the operations of the Facility;
- (b) unreasonably interferes with or threatens to interfere with Interactive's operations, another customer or any other person that occupies space within the Facility;
- (c) is not installed in accordance with standard industry practice; or
- (d) is consuming or has consumed excessive power.

7.5 Interactive may deny access to the Facility of any of the Customers Authorised Persons or Visitors who have failed to comply with the terms and conditions of this Serviced Office Service Description.

7.6 Interactive is not liable if it is not able to make the Serviced Office ready for use by the Service Start Date due to reasons outside of Interactive's control ("Interactive Delay"). In the event of such Interactive Delay, Interactive may in its absolute discretion either provide the Customer with an alternate Serviced Office to be used until such Serviced Office space is ready for use or amend the Service Start Date. The Customer may only terminate the Serviced Office Services under the DCBC SOW where the Interactive Delay has continued for a period exceeding 60 days and an alternate Serviced Office has not been provided. For the avoidance of doubt a delay caused by the Customer does not apply to this item 7.6.

8 Obligations of Customer, Authorised Persons and Visitors

8.1 The Customer shall and shall ensure that its Authorised Persons and Visitors comply with this item 8.

8.2 Any persons entering the Facility must wear the allocated lanyard and PAC at all times when in the Facility. If a PAC is lost or misplaced, the Customer is liable for replacement fees at the rate set out in the DCBC SOW. The Customer acknowledges that each PAC will work during the Business Hours only.

8.3 The Customer shall provide, load, install, configure, support, license and pay all fees relating to its software and data. The Customer is solely responsible for maintaining a procedure for the backing up and restoration of its own data.

8.4 The Customer shall ensure the Customer's Equipment, including communications equipment, is correctly installed and configured. The Facility, Serviced Office and Interactive Equipment may only be used in a manner that, in Interactive's reasonable opinion, is not likely to diminish the integrity, quality or functionality of the Facility or Interactive Equipment.

8.5 The Customer is responsible for the maintenance of the Customer's Equipment. Interactive is not required to maintain the Customer's Equipment, unless a written agreement for hardware maintenance is entered into between the Customer and Interactive.

- 8.6 The Customer shall comply with the polices and guides referred to in item 8.11 and any reasonable directions of Interactive's staff when accessing the Facility. The Customer may only use the Facility for the purpose of the Serviced Office Services and its own internal business use and shall not on-sell the Serviced Office Services to any other party. For the avoidance of doubt, the Customer is specifically restricted from sublicensing the use of the Serviced Office or allowing access to anyone other than the Authorised Persons or Visitors.
- 8.7 Only technical equipment may be stored in the Serviced Office, not cardboard boxes, tapes, plastic boxes or flammable materials.
- 8.8 The Serviced Office and any common areas to which access has been granted must be kept clean and tidy to the reasonable satisfaction of Interactive.
- 8.9 Any persons entering the Facility must conduct themselves in a manner so as to not disrupt, disturb or create annoyance to Interactive staff or other customers of Interactive or users of the Facility.
- 8.10 The Customer and its Authorised Persons and Visitors shall not attempt to gain access to areas other than the Serviced Office and designated kitchen and common areas that are accessible via the PAC.
- 8.11 Any persons accessing the Facility must:
- (a) complete Interactive's on-line site induction before access is granted;
 - (b) undergo an "on-boarding" process;
 - (c) comply with the Interactive Data Centre External User Guide;
 - (d) wear the provided PAC at all times when in the Facility; and
 - (e) adhere to Interactive's Privacy Policy.
- As may be updated from time to time.
- 8.12 Under no circumstances must the number of Visitors to the Facility exceed ten individuals at any one time. All Visitors must register at Interactive Reception and will require Government issued photo ID. If the Customer requires access for additional Visitors, it must make a request in writing to Interactive with no less than 48 hours' notice, such request not to be unreasonably withheld. Interactive may charge an additional fee for additional Visitors.
- 8.13 All mail and deliveries should be addressed to Interactive for the attention of the Customer. For the avoidance of doubt, the Customer is prohibited from using the Interactive address as an office address for the Customer.
- 8.14 Common areas in the Facility are for use by all Interactive customers and staff unless otherwise instructed by Interactive. The Customer may not use the common areas, including the kitchens for continuous everyday work or meetings. The Customer acknowledges and agrees that Interactive may restrict use of common areas at any time
- 8.15 The Customer may book the use of any meeting room for up to 2 hours per day inclusive in the monthly Service Fee. Any additional time required for use of a meeting room will be charged at the rate specified in the DCBC SOW. All bookings are to be made via Interactive Reception. Allocation of a meeting room is subject to availability.
- 8.16 The Customer is not permitted to make any structural or non-structural alterations or modifications to the Serviced Office or any part of the Facility nor to make any change to the configuration of the Serviced Office Workstations in the Serviced Office. At the end of the Individual Term the Customer must make good, at its own cost, any damage caused to the Serviced Office or any part of the Facility, fair wear and tear excepted.
- 8.17 Within 7 days of the DCBC SOW expiring or terminating for any reason, the Customer shall remove the Customer's Equipment from the Facility, at a time agreed between the parties. If the Customer fails to comply with this item, or if the parties cannot agree to a time, Interactive may remove the Customer's Equipment from the Facility and deliver it to the Customer's last known address. The Customer shall pay all reasonable costs associated with such removal and the Customer

- irrevocably releases Interactive from all claims it has, or may have had, arising out of or in relation to the removal of the Customer's Equipment by Interactive.
- 8.18 The Customer shall promptly provide Interactive with any information that Interactive reasonably requests to enable it to provide the Serviced Office Services.
- 8.19 The Customer is responsible for any damage caused to the Serviced Office exceeding fair wear and tear.
- 8.20 The Customer, any Authorised Person or Visitor may not:
- (a) use the Serviced Office Services or Facility to perform any illegal or fraudulent activity;
 - (b) take or copy any Intellectual Property belonging to Interactive;
 - (c) cause any disruption or danger to the Facility, Interactive customers or personnel;
 - (d) steal any property belonging to Interactive, its personnel, or customers; or
 - (e) install any locks on the Serviced Office.
- 8.21 Interactive may provide access to a limited number of visitor car parking spaces. Such access can be arranged by the Customer submitting a request in writing to Interactive with no less than 48 hours' notice. Granting of any request is at the absolute discretion of Interactive and parking spaces are subject to availability. For the avoidance of doubt, the Customer is not allocated a car parking space for each Authorised Person. Interactive may, at its discretion, charge the Excess Usage Car Parking Fee set out in the DCBC SOW where Interactive provides car parking to the Customer on more than 10 occasions in any 30 day period. Where Interactive is unable to provide the visitor car parking then the Customer must locate its own parking and pay any associated fees for same.
- 8.22 Access to the Facility and the Serviced Office will be limited to Business Hours. After Hours access is excluded. If the Customer requires After Hours access it must make a request in writing to Interactive with no less than 2 hours' notice, such request not to be unreasonably withheld. Any After Hours access provided will be charged at the After Hours Access Fee rates set out in the DCBC SOW.
- 8.23 The Customer must provide their own stationery (this includes, but is not limited to paper, pens, printer toner, ink) within the Serviced Office.
- 8.24 The Customer must provide their own desktop, monitor, mouse, keyboard and telephony.

9 Equipment Changes

- 9.1 The Customer may request Interactive to add Interactive Equipment to the Equipment List set out in the DCBC SOW from time to time.
- 9.2 The Customer's request must list the items of Equipment to be added and the dates the Customer would like the changes to take affect from; such date to be no earlier than 30 days after the date of the request. If such change is acceptable to Interactive, Interactive will provide a written quote to the Customer setting out the impact of the change on the Service Fees
- 9.3 Upon acceptance of the quote by the Customer the parties will enter into an Addendum to document agreed changes to the DCBC SOW.

10 Planned Outages

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

11 Payment and Pricing

- 11.1 The Customer shall pay the Service Fees for the Serviced Office Services from the Service Start Date.
- 11.2 The monthly Service Fees are increased annually on each anniversary of the Service Start Date by the greater of CPI or 4.5%.
- 11.3 The pricing set out in the DCBC SOW is exclusive of any third party communication fees unless expressly stated otherwise.
- 11.4 Hardware maintenance is not included unless expressly stated otherwise, or the Customer has entered into a separate agreement for hardware maintenance services with Interactive.
- 11.5 If Interactive does provide any Consumables or stationery to the Customer, the Customer will be responsible for all fees and charged at the rate set out in the DCBC SOW.
- 11.6 The costs of installing communication lines and subsequent costs of access to these lines is excluded and is to be borne by the Customer (unless otherwise set out in the DCBC SOW).
- 11.7 All data and telephony costs are the responsibility of the Customer. Including, but not limited to, installation, configuration, testing, dedicated line rentals from telecommunication providers, internet usage and any other data and technology costs.

12 Variation

- 12.1 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 relevant Terms or 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.
- 12.2 If a variation is proposed in accordance with clause 12.1 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.

13 Definitions and Precedence

- 13.1 The following definitions apply to this Serviced Office Service Description:
 - Additional Services** means services that are not Serviced Office 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.
 - After Hours Access Fee** means the fee payable for access to the Facility After Hours, as set out the DCBC SOW.
 - Authorised Person** means a person who is named in the Authorised Persons Lists and is authorised by the Customer to access the Facility and use the Interactive Serviced Office in accordance with this Serviced Office Service Description. The number of Authorised Persons will not exceed the quantity identified in the DCBC SOW.
 - Authorised Persons List** means a list that is maintained by the Customer and given to Interactive which contains the name and details of the Authorised Persons.
 - Business Hours** for the purposes of the services provided under this Serviced Office Service Description, means 7am to 7pm Monday to Friday, excluding Public Holidays, local time in the State in which the Services are being performed.

Customer Location means the premises referred to in the DCBS SOW at which the Customer usually carries on business.

Common Area Consumables means items such as toilet paper, coffee, water in meeting rooms.

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.

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

Individual Term means, for the Service Office 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 Customers use of the Facility including but not limited to security measures required for access to the Facility and Occupational Health and Safety policies. Interactive may make changes to the Interactive Data Centre External User Guide from time to time as it, in its absolute discretion, deems necessary.

Interactive Serviced Office Workstations means workstations that include a desk and chair, as set out in the DCBC SOW.

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

Privacy Policy means the policy found at <https://www.interactive.com.au/privacy-policy/> or such other URL used by Interactive from time to time.

Serviced Office means a room in the Facility dedicated to the sole use of the Customer as defined in this Serviced Office Service Description with the number of Interactive Serviced Office Workstations set out in the DCBC SOW.

Serviced Office Services means the services set out in this Serviced Office Service Description.

Service Start Date means, for the Serviced Office Services, the date set out in the DCBC SOW.

Specified Areas means the areas within the Facility described in the DCBC SOW to which the Customer is granted access during the Individual Term.

Support Card Procedure means Interactive's procedure that the Customer is required to follow when making a call for service to Interactive.

Technical Assistance means verbal or physical technical support given by Interactive's personnel to the Customer in relation to the use of the Facility.

Technical Assistance Fee means the fee set out in the DCBC SOW, which must be paid by the Customer for each hour of Technical Assistance provided by Interactive to the Customer during Business Hours or After Hours, as the case may be.

Visitor means persons that the Customer allows to enter the Specified Areas in the Facility who are not Authorised Persons.