

Disaster Recovery as a Service (DRaaS)

1. Location

The Customer acknowledges and agrees that, in relation to any managed services provided under the Contract, and subject to Cenitex's prior written approval:

- (a) use Supplier personnel and resources in work locations outside Australia; and
- (b) from third-party organisations to support the delivery of the Services.

2. Intellectual Property

The Customer acknowledges and agrees that Cenitex will own the Intellectual Property Rights in the following documentary deliverables created by or on behalf of the Supplier in the course of fulfilling its obligations:

- (a) for any onboarding services under the Contract: Implementation Plan; Weekly Status Report, Solution Design; technical designs (GovCloud, network or virtual designs); and Threat and Risk Assessment Report; and
- (b) for any managed services under the Contract: Service Management and Support Guide; Operations Plan; Operations and Procedures Guide; and Testing/User Acceptance Testing artefacts.

3. Definitions

In these terms:

"Contract" means the contract between the Supplier and Cenitex for the provision of Disaster Recovery as a Service Services, dated 7 October 2024;

"Logicalis" means Logicalis Australia Pty Ltd; and

"Supplier" means Logicalis and any successor bodies providing the Services under that Contract.