

This Schedule sets out the additional terms and conditions applicable to the Customer's use of the Cloud Backup Services (the "**Services**"), details of which are stipulated in the Product Quotation. This Schedule is an attachment to and forms an integral part of the Customer's Master Enterprise Customer Agreement (the "**Agreement**") with Rogers. The Customer agrees to be bound by the terms and conditions set out in the Agreement, which include without limitation this attachment and any other attachments to the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

1. **Definitions.** Capitalized terms used but not defined herein have the meaning ascribed to them in the Agreement. The following terms, when capitalized, have the following meanings:
  - 1.1. "Acceptable Downtime" — means any of the following events: Scheduled Maintenance; Emergency Maintenance; Customer's breach of the Agreement; order suspensions due to Customer's credit worthiness; failure of Customer's applications or Customer equipment not within the sole control of Rogers or its subcontractors; any act or omission of Customer or user of the Colocation Services authorized by Customer; any event of Force Majeure.
  - 1.2. "Business Day" — Monday to Friday inclusive, excluding statutory holidays observed in the Province of Ontario.
  - 1.3. "Cloud Backup Availability" — Cloud Backup Availability means the percentage of time during a specific calendar month that the Cloud Backup Services are available for the Customer's use, as set out in this Schedule. Cloud Backup Availability is based on ticket information from Rogers Customer Care. If an Out of Service condition is detected or reported, the Cloud Backup Services will be deemed to be unavailable for the length of the Out of Service condition. Cloud Backup Availability is calculated as the total number of minutes that the Cloud Backup Services were unavailable during a specific month, divided by the total number of minutes in the specific month, multiplied by hundred (100) (for the percentage).
  - 1.4. "Colocated Site" — means the physical Rogers data centre location in which Space for Customer equipment is made available by Rogers, as specified in the attached Product Quotation(s).
  - 1.5. "Corporate Support Team" — Corporate Support Team means the technical support group at Rogers' responsible for handling all support requests from the Customer for the Cloud Backup Services.
  - 1.6. "Emergency Maintenance" — means any urgent maintenance activities performed on the Rogers' infrastructure connected to Space or Customer equipment in order to prevent or address imminent failures affecting Rogers' infrastructure.
  - 1.7. "Out of Service Condition" — means a condition whereby there is a Cloud Backup Service outage, excluding any Cloud Backup Service outage resulting from an Acceptable Downtime.
  - 1.8. "Power Availability" — Power Availability means the percentage of time during a specific calendar month that the power supply to a particular Customer Space is available. For redundant power configuration, failure of both A and B PDU circuit(s) at the same time will be considered an Out of Service condition for Power Availability. Power Availability is based on ticket information from Rogers Customer Care. If an Out of Service condition is detected or reported on a specific power supply, the power supply will be deemed to be unavailable for the length of the Out of Service condition. Power Availability is calculated as the total number of minutes that the power supply was unavailable during a specific month, divided by the total number of minutes in the specific month, multiplied by hundred (100) (for the percentage).
  - 1.9. "Recovery Point" — Recovery Point refers to the timestamp and quantity of Customer data available to restore. With Cloud Backup Services, the Customer's data is backed up during the nighttime. Cloud Backup Services will perform Recovery Points at the following intervals:
    - i) One daily Recovery Point during the first 7 days of the Service Effective Date;
    - ii) One weekly Recovery Point per week from the 8<sup>th</sup> day from the Service Effective Date until the end of the first month;
    - iii) One monthly Recovery Point for the remainder of the retention period.
  - 1.10. "Scheduled Maintenance" — Scheduled Maintenance means any maintenance activities performed on the infrastructure to which Customer's Services are connected provided that Customer shall be given at least

forty-eight (48) hours' advance notice of such maintenance activities. Such activities are typically performed during the standard maintenance window on Tuesdays, Thursdays and Sundays from 12AM to 7AM local Time.

- 1.11. **"Space"** — means a designated section of the Colocated Site where space of one or more equipment cabinets (or racks) are set-aside by Rogers for Customer equipment.

2. **Features.** Cloud Backup Services include the following core and optional features:

- 2.1. **Cloud Backup Storage.** Cloud Backup includes an initial full backup of the Customer's data to one of Rogers' owned data centres. From that point on incremental backups are taken. Each day an incremental backup is taken. On day 7 the 6 daily backups are rolled up into a synthetic weekly full backup. At the end of 4 weeks the 4 weekly backups are rolled up into a monthly backup. The Customer data is kept for a pre-determined retention period and Rogers will begin to restore it to the Customer when the Customer logs a LiveAnswer request with Rogers Corporate Support Team during that retention period.

- 2.2. **Cloud Backup with Geodiversity.** Where requested by the Customer and for an additional charge as set out in the Product Quotation, the Cloud Backup Services are available with geodiversity, which refers to a second backup copy of the Customer's data that is transmitted and stored daily to a second Cloud Backup location in a second city.

- 2.3. **Cloud Backup Data Retention.** Cloud Backup Services are available in one standardized retention period: 90 days. At the end of the retention period the Customer data "ages out" and is no longer available to the Customer for restoration.

- 2.4. **Cloud Backup Supported Applications.** Cloud Backup Services can be used to backup data from a wide range of applications, including: Windows File System; Linux File Systems; Active Directory; Databases such as MS SQL, MySQL, PostgreSQL, Oracle, Lotus Notes Database, and SAP; MS Exchange (server and mailboxes); MS SharePoint; and Lotus Notes Documents. The Customer is encouraged to contact their Rogers' representative to determine if their specific application(s) can be backed up using Cloud Backup Services.

- 2.5. **Cloud Backup Encryption Options.** A unique encryption key is generated by the Rogers Cloud Backup platform for each r backup and is required in order for restored data to be readable.

- 2.6. **Cloud Backup Restoral Options.** VM Snapshot back up restores:

- 2.6.1. **In-Place Restore:** this method will overwrite the original virtual machine. VM snapshot backup restore out of place within customer cloud environment. Cloud Environment must satisfy resource/space requirements for the out of place restore to occur.

- 2.6.2. **Out-of-Place Restore:** restore the new virtual machine in parrel – Client must have enough resources for the size of the new machine, ram and compute.

- 2.6.3. **File-Level Restore:** via data agents: This option will either restore data in place to existing machine, or restore data onto existing machine

- 2.7. **Cloud Backup Reporting.** The Customer will receive a daily email outlining the quantity of Cloud Backup data per Customer system. Historical data reporting is available on the myAccount portal.

- 2.8. **Cloud Backup Customer Portal.** Effective October 2016, an enhanced customer portal will be made available to Cloud Backup customers. This portal will provide:

- i) improved reporting, including logs, usage and metadata;
- ii) the ability for the Customer ability to initiate their own data backup;
- iii) the ability for the Customer to initiate their own data restore.

3. **Term, Rates, and Charges.**

- 3.1. The term of each Cloud Backup Service (each an **"Initial Service Term"**) is as set forth in the Product Quotation(s). The term of this Schedule commences on the date of signature of the Agreement by Customer,

or is this Schedule is attached to the Agreement by way of amendment, then on the date of signature of said amendment by Customer. Upon expiration of the Initial Service Term, a Cloud Backup Service may be renewed for an additional period set forth in a Product Quotation to be added to this Agreement by way of amendment (a “**Renewal Service Term**”) or, if no amendment is executed, the Cloud Backup Service will automatically renew on a month-to-month basis (a “**Month-to-Month Renewal Term**”). The Initial Service Term, Renewal Service Term and Month-to-Month Renewal Term” are collectively referred to as a “**Service Term**”.

- 3.2. The Fees for the Cloud Backup Services, including the Monthly Recurring Charges and Non-Recurring Charges, are set out in the Product Quotation(s). Professional service charges are set out in any applicable Statement of Work. Customer is solely responsible in the event of charges arising from fraudulent and/or unauthorized use of Customer equipment, Rogers’ equipment or Cloud Backup Services by any third party or unauthorized person.
- 3.3. Monthly Recurring Charges are set out in any applicable Product Quotation, representing minimum charges and are invoiced monthly, in advance, on the first day of each month. Any applicable Non-Recurring Charges shall be billable as of the date of execution of this Agreement.
- 3.4. Unless otherwise agreed to in writing by Rogers and Customer, Rogers reserves the right to commence billing Customer for the Cloud Backup Services on the earlier of thirty (30) days following execution by the Customer of the Agreement related to the Cloud Backup Services or thirty (30) days after the Service Effective Date in accordance with this Schedule. Rogers will, by way of invoice or otherwise, notify you of the Service Effective Date. In the first month, the charges will be prorated for the number of days in the month after the billing commencement date. Applicable Service Credits will be applied to Customer’s invoice within two billing cycles after Rogers approves Customer’s request for Service Credits.
- 3.5. Consumption of Rogers Cloud Backup Services is based on the total front-end storage to be protected by the Service. Customer purchases a quota of front-end virtual machine storage to be backed up. Customer will be charged overage fees if its back-end usage exceeds the expected fair use level for the default retention.
- 3.6. Rogers reserves the right to change rates for any and all Cloud Backup Services throughout the Service Term upon the provision of ninety (90) days’ written notice to Customer in the event of an increase in third party supplier costs.
- 3.7. Upon the commencement of a Month-to-Month Renewal Term for a Cloud Backup Service, the rates for such Cloud Backup Service will be increased by twenty (20%) percent, based on the average of the previous three months of monthly recurring charges.
- 3.8. Customer must pay invoices within thirty (30) days of the date of each Rogers invoice.

#### 4. **Site Access.**

- 4.1. **Ownership of Facilities.** The Customer will in no case be permitted to access the physical space or the surrounding facility from which the Cloud Backup Services are performed. The Customer will not acquire any interest in, nor file any liens upon the Rogers Equipment, or any portion of the data centre as a result of the provision by Rogers of the Cloud Backup Services or their termination for any reason pursuant to the Agreement.

#### 5. **Security Access and Fraud.**

- 5.1. Customer agrees to implement and is solely responsible for security of Customer data and for implementing security precautions and practices in relation to the use of the Cloud Backup Services. Customer is solely responsible for any non-physical security breach or unauthorized usage of the Cloud Backup Services, and Customer accounts. The Customer is solely responsible for End User access security or network access security with respect to the Customer data.
- 5.2. Rogers shall limit physical access to the Site and use commercially reasonable efforts to to assist in network security breach detection or identification and prevent unauthorized access to Customer equipment and as

determined by Rogers, to identify security breaches. Where a situation is considered a security breach or could have serious consequences, Rogers shall notify Customer as soon as feasible and may act on Customer's behalf if Rogers is unable to get correct approvals from Customer in a timely manner to deal with the situation. However, Rogers shall not be liable for any inability, failure or mistake in doing so, nor any security breach that occurs despite its commercially reasonable efforts. Rogers provides absolutely no guarantees in relation to its efforts to identify security breaches.

- 5.3. Customer is solely responsible for establishing access and user management controls that clearly identify individuals who have access to Customer Space, account administration, security, technical and/or billing rights ("**Access Control and User Management Controls**"), to communicate same to Rogers, and to identify all user management rules for the account. Customer will inform Rogers in a timely manner of any change to Customer Access Control and User Management Controls, and shall be solely liable for any inconvenience, delay or damage that may result from any failure by Customer to do so. The Access Control and User Management Controls will be such that the individuals being authorized to access as well as those authorized to perform any changes to Customer Access Control and User Management Controls use appropriate secure credentials such as secure usernames and passwords, which credentials must utilize strong security traits. Customer is solely responsible for credentials and must keep credentials secure and confidential.
- 5.4. Rogers will track all access to Customer's Cloud Backup Services through an online ticketing system and ensure that those who requested access have all necessary documented Customer approvals prior to accessing Customer's Cloud Backup Services.
- 5.5. Customer agrees to fully co-operate and assist Rogers in a timely manner with any investigation or action taken in relation to Rogers' operations and/or provisioning of Cloud Backup Services, confirmation of Customer compliance with the Agreement, and/ or breach of the Agreement by Customer.
- 5.6. In the event of any emergency that presents a risk of an Out of Service Condition, or damage to R equipment or data belonging to Rogers, a third party, the Colocated Site, or to any persons or property present therein, Rogers may rearrange Customer equipment as is reasonably necessary to respond to the emergency. Additionally, and only as necessary, Rogers may disconnect or remove Customer equipment if the emergency requires such disconnection or removal to avoid damage. Rogers shall use commercially reasonable efforts to notify Customer prior to rearranging, disconnecting or removing Customer equipment, and in any case will notify Customer thereafter.
- 5.7. The Customer is not permitted to run security penetration tests on the Cloud Backup Services without Rogers' written approval from Rogers and any such actions will be considered improper use under the Agreement. Rogers may, without liability, restrict Cloud Backup Services platform access if Customer performs invasive platform testing without Rogers' prior written approval.
6. **Data Privacy.** Except as otherwise set out in the Agreement regarding Rogers' right to access Customer information, only authorized Customer personnel can access the Customer data in a readable form while it is housed on the Cloud Backup platform. Rogers' personnel will perform administrative activities on the Cloud Backup platform but will not have access to readable Customer data. Customer data will be retained in Canada, at one of Rogers' secure data centre locations.
7. **Encryption.** Even where Customer data is encrypted, if Rogers is under a legal obligation to disclose certain Customer information, as described in the Agreement, Rogers is obligated to make the encryption keys available along with such lawfully requested data.
8. **Product Service Level Agreement ("SLA").**
  - 8.1. If Rogers fails to meet the applicable service levels outlined in this Section, subject to the conditions set forth therein, Customer shall be entitled to a service level credit ("**Service Credit**").

**Table 1: Cloud Backup Availability**

	<b>Power Availability (excluding Acceptable Downtime)</b>	<b>Service Level Credit</b>
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Geodiverse Cloud Backup Configuration	100%	One (1) day of pro-rated monthly recurring charges for the impacted Cloud Backup Services for each cumulative sixty (60) minutes or fraction thereof, of Out of Service Cloud Backup Services in excess of the SLA set out in Table 1 above, up to a maximum of fifty percent (50%) of the monthly recurring charges for the impacted Cloud Backup Services.
Non-Geodiverse Cloud Backup Configuration	99.95%	One (1) day of pro-rated monthly recurring charges for the impacted Cloud Backup Services for each cumulative sixty (60) minutes or fraction thereof, of Out of Service Cloud Backup Services in excess of the SLA set out in Table 1 above, up to a maximum of fifty percent (50%) of the monthly recurring charges for the impacted Cloud Backup Services.

**Table 2: Response Time**

	<b>Response Time (excluding Acceptable Downtime)</b>	<b>Service Level Credit (if Response Time not met)</b>
Telephone to Rogers Corporate Support Team	Immediate (ie. LiveAnswer)	One (1) day of pro-rated monthly recurring charges for the impacted Cloud Backup Services for each cumulative sixty (60) minutes or fraction thereof, of Out of Service Cloud Backup Services in excess of the SLA set out in Table 1 above, up to a maximum of fifty percent (50%) of the monthly recurring charges for the impacted Cloud Backup Services.
Ticket created in the MyAccount portal	2 hours	One (1) day of pro-rated monthly recurring charges for the impacted Cloud Backup Services for each cumulative sixty (60) minutes or fraction thereof, of Out of Service Cloud Backup Services in excess of the SLA set out in Table 1 above, up to a maximum of fifty percent (50%) of the monthly recurring charges for the impacted Cloud Backup Services.
Email sent to Rogers Corporate Support Team	4 hours	One (1) day of pro-rated monthly recurring charges for the impacted Cloud Backup Services for each cumulative sixty (60) minutes or fraction thereof, of Response Time in excess of the SLA set out in Table 1 above on a per Incident basis, up to a maximum of fifty percent (50%) of the monthly recurring charges for the impacted Cloud Backup Services for all Incidents in a particular month.

**Table 3: Recovery Point**

	<b>Recovery Point (excluding Acceptable Downtime)</b>	<b>Service Level Credit</b>
Recovery Point	At least once per forty-eight (48) hours	One (1) day of pro-rated monthly recurring charges for the impacted Cloud Backup Services for each cumulative twenty-four (24) hours or fraction thereof, of Recovery Point in excess of the SLA set out above, up to a maximum of fifty percent (50%) of the monthly recurring charges for the impacted Cloud Backup Services for all Incidents in a particular month

- 8.2. **Outage Notification.** Customer shall notify Rogers of any outage by opening a trouble ticket with Rogers within five (5) days for any Cloud Backup Availability issue of any Out of Service condition or Response Time misses and one (1) Business Day of any failure to meet the Recovery Point SLA, following which Rogers shall validate the outage. If Rogers determines that there is an outage, Rogers will record it as an Out-of-Service condition in its system.
- 8.3. **Monthly Service Level Credit Limitation.** The combined cumulative total of all Service Credits for a calendar month for the Cloud Backup Services will not exceed the total Monthly Recurring Charges for the affected Cloud Backup Sites that Rogers has invoiced for such calendar month.
- 8.4. **Service Credit Request Process.** If Rogers has failed to meet any of the above service levels for a particular Customer Site in any given billing month, Customer must contact Rogers and apply for a Service Credit within fifteen (15) days following the end of the month for which the Service Credit is sought. Upon Rogers' confirmation that the Service level was not met, Rogers shall issue a Service Credit to Customer.
- 8.5. Notwithstanding the limitation of liability clause in the Agreement, the remedies set out herein are Customer's sole and exclusive remedy for any failure or interruption in the Cloud Backup Services. Customer shall not be eligible to seek more than one (1) Service Credit per Out of Service Condition for any given reason within a single calendar month. In the event an Out of Service Condition spans more than one (1) calendar month, the Out of Service Condition shall be defined as one (1) Out of Service Condition for the purpose of the Service Credit that Customer will be entitled to as outlined within this SLA.

9. **Termination Fees.**

9.1. If Customer terminates the Services for any reason other than for cause as permitted under the Agreement, or if Rogers terminates the Services for cause as permitted under the Agreement, Customer shall pay to Rogers, as liquidated damages and not as a penalty, an amount which is equal to the sum of:

- i) fifty (50%) percent of the average monthly charges per terminated Cloud Backup Service (as determined over the previous three (3) months, or if less than three months have passed, the average monthly charges for the Service Term per terminated Service) multiplied by the number of months remaining in the Initial Service Term or Renewal Service Term, as applicable, from the effective date of termination;
- ii) any cost which Rogers must continue to pay to third parties for the remainder of the Initial Service Term or Renewal Service Term, as applicable, as a result of the early termination of the applicable Cloud Backup Service that exceeds the amount set out in (i) above; and
- iii) a lump sum representing the amortized remainder of any waived or discounted installation or one-time charges associated with the terminated Cloud Backup Service in consideration of Customer's commitment to the Initial Service Term or Renewal Service Term, as applicable, for such Cloud Backup Service.

Where Customer terminates the Cloud Backup Services prior to the expiration of the Initial Service Term or Renewal Service Term, as applicable, Customer shall either return all Rogers Equipment associated with the Cloud Backup Services to Rogers or pay to Rogers the fair market value of such Rogers Equipment.

The above shall be included in an invoice to Customer subsequent to termination.