

This Schedule sets out the additional terms and conditions applicable to the Customer's use of the Rogers Colocation 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; power consumption that exceeds the power rating load or that does not maintain adequate balance across A and B Power Distribution Unit ("PDU") circuits (for the Power Availability Service Level Agreement only).
  - 1.2. "Business Day" — means Monday to Friday inclusive, excluding statutory holidays observed in the Province of Ontario.
  - 1.3. "Climate Control Availability" — means the percentage of time during a specific calendar month that the climate control (temperature and humidity) to the raised floor portion of the Colocated Site is within industry-acceptable parameters.
  - 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. "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.
  - 1.6. "End-user" — means any person enabled, through a data connection over the internet, to access, use, purchase, download, or otherwise interact with Customer's content, which is located on or distributed by means of Customer equipment.
  - 1.7. "High Availability Network Configuration" — means that Customer must utilize redundant network connections from their Colocation Services environment to the Rogers core Network.
  - 1.8. "Monthly Recurring Charge" — means the monthly charge for each Colocation Service.
  - 1.9. "Network" — means Rogers' owned and operated TCP/IP-based data communications network.
  - 1.10. "Out of Service Condition" — means a condition whereby there is a Colocation Service outage, excluding any Colocation Service outage resulting from an Acceptable Downtime. 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.
  - 1.11. "Power Availability" — means the percentage of time during a specific calendar month that the power supply to a particular Space is available. 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.
  - 1.12. "Redundant Power Configuration" — means that Customer must utilize and consume power directly from both A and B PDU circuits.
  - 1.13. "Scheduled Maintenance" — means any maintenance activities performed on the Rogers' infrastructure connected to Space or Customer equipment provided that Customer shall be given at least five (5) Business Days in advance notice of such maintenance activities.

- 1.14. **“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.
- 1.15. **“Statement of Work”** — means a document outlining the scope of a project to be completed by Rogers for Customer and describing the specifications and professional services required to execute the project.
2. **Term, Rates, and Charges.** The term of each Colocation 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, if 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 Colocation 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 Colocation 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”**.
- 2.1. **Fees.** The Fees for the Colocation 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 Colocation Services by any third party or unauthorized person.
- 2.2. **Monthly Recurring Charges.** Monthly Recurring Charges are invoiced monthly, in advance, on the first day of each month. Monthly Recurring Charges set out in any applicable Product Quotation represent minimum charges. Such charges will commence as of the Service Effective Date. Any applicable Non-Recurring Charges shall be billable as of the date of execution of this Agreement.
- 2.3. **Billing.** Unless otherwise agreed to in writing by Rogers and Customer, Rogers reserves the right to commence billing Customer for the Colocation Services on the earlier of thirty (30) days following execution by the Customer of the Agreement related to the Colocation 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.
- 2.4. **Usage.** Customer is responsible for all charges for excess usage beyond the minimum Monthly Recurring Charges billed at a twenty-five (25%) percent premium above the monthly rate. Unless otherwise specified, there are no limits or restrictions on usage.
- 2.5. **Rate Changes.** Rogers reserves the right to change rates for any and all Colocation 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.
- 2.6. **Renewal.** Upon the commencement of a Month-to-Month Renewal Term for a Colocation Service, the rates for such Colocation Service will be increased by twenty (20%) percent, based on the average of the previous three months of monthly recurring charges.
- 2.7. **Payment.** Customer must pay invoices within thirty (30) days of the date of each Rogers invoice.
3. **Customer Equipment.** Customer shall, at its own expense, supply, order, install, configure, engineer, troubleshoot, and maintain all of Customer equipment, including cabling and termination devices necessary to support network access. Unless otherwise stated in the Product Quotation, Rogers shall not provide any such services or provide any installation assistance. Upon completion of installation or maintenance on Customer equipment, Customer shall remove all of its installation tools and material from the Space and Colocated Site and shall restore the area around the Space to its pre-installation condition. Customer’s failure to do so will constitute a material breach of the Agreement.
- 3.1. **Customer Equipment Removal.** Customer shall remove all items of Customer equipment located in the Space within thirty (30) days of the date of termination of the Colocation Services. If Customer equipment has not been removed after thirty (30) days, Rogers shall charge Customer a premium storage rate

calculated as 200% of the Monthly Recurring Charges for Colocation Services. In the event that all or part of Customer equipment is still not removed within ninety (90) days of termination of the Colocation Services, it will be considered abandoned, and Rogers may, without liability to Customer, remove Customer equipment and charge Customer for storage costs, plus any past due fees or charges.

- 3.2. **Failure to Pay.** In the event that Customer fails to pay amounts when due as set out in the Agreement, in addition to all remedies set out in the Agreement, Rogers may deny Customer access to the Space, remove Customer equipment from the Space, and secure Customer equipment and retain possession thereof as security for the payment of any amounts owed by Customer for Colocation Services under the Agreement.
4. **Security Access and Fraud.**
  - 4.1. **Security of Customer Data.** 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 Colocation Services. Customer is solely responsible for any non-physical security breach or unauthorized usage of the Colocation Services, Customer equipment, including unmanaged Rogers equipment, and Customer accounts.
  - 4.2. **Security Breach.** Rogers shall limit physical access to the Space and use commercially reasonable efforts to prevent unauthorized access to Customer equipment and, as determined by Rogers, to identify security breaches. Where a situation is considered a security breach, 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.
  - 4.3. **Access Control and User Management Controls.** 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**") and to communicate same to Rogers. 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.
  - 4.4. **Access.** Rogers will track all access to Customer's Colocation Services through an online ticketing system and ensure that those who requested access have all necessary documented Customer approvals prior to accessing Customer's Colocation Services.
  - 4.5. **Customer Responsibilities.** 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 Colocation Services, confirmation of Customer compliance with the Agreement, and/ or breach of the Agreement by Customer.
  - 4.6. **Emergency Response.** In the event of any emergency that presents a risk of an Out of Service Condition, or damage to Customer 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.
  - 4.7. **Responsibility for End-users.** Rogers shall have no obligations or liability whatsoever towards End-users in relation to the Colocation Services. Customer shall be solely responsible for providing Customer's services, technical support, and any and all other services to End-users.
5. **Site Access.**

- 5.1. **Rights and Interest.** Customer shall not seek to or acquire any rights or interest in the Space, the Rogers' Equipment or any portion of the Colocated Site as a result of the Agreement or its termination for any reason.
- 5.2. **Physical Access.** Rogers shall provide reasonable commercial physical access to the Space to Customer's authorized individuals identified through Customer's Access Control and User Management Controls ("**Customer Authorized Individuals**"), subject to the terms and conditions of this Schedule, and may require that a Rogers authorized employee accompany Customer Authorized Individuals. In such a case where Customer requires that a Rogers authorized employee accompany Customer Authorized Individual(s), then Customer shall give a minimum of four (4) hours advance notice to Rogers' Corporate Support team (the technical support group at Rogers responsible for handling support requests from Customer for the Colocation Services) for access to any Colocated Site, unless otherwise indicated by Rogers, provided that in case of an emergency, such access may be delayed and Rogers shall provide a reasonable estimate of the duration of such delay. Customer shall be fully responsible for the acts and/or omissions of Customer Authorized Individuals or agents inside the Colocated Site.
- 5.3. **Visitors.** All visitors must present a valid government issued photo ID and be authorized in advance by Customer, subject to Rogers' approval, to access the Rogers Customer Space. If Rogers' records indicate that a visitor is not designated as a Customer Authorized Individual, the visitor will not be granted access to the Colocated Site.
- 5.4. **Reporting.** All emergencies and suspicious behaviour noted at the Colocated Site by Customer must be immediately reported to the Rogers security desk.
- 5.5. **Inspections.** Rogers reserves the right to inspect Customer's Space upon the provision of reasonable advance notice and with Customer, or a Customer Authorized Individual, present.
6. **Insurance.**
- 6.1. **Proof of Insurance.** Customer shall provide proof of insurance prior to installation of Customer equipment in the Space and maintain such insurance at all times during the Service Term for Colocation Services. Proof of insurance shall be provided by delivery of certificates of insurance to Rogers showing the following types of insurance, in the following minimum amounts, which insurance shall be issued by companies which have an A.M. Best's Key Rating of at least A or higher:
- i) Commercial general liability insurance including coverage for personal injury, bodily injury (including death), contractual liability, employers liability insurance, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Customer's operations, with minimum limit of \$3 million per occurrence or such other reasonable amount that Rogers may require from time to time; and
  - ii) All risk property insurance covering Customer equipment located in the Space in an amount not less than its full replacement value. Such policy shall include a waiver of subrogation in favour of Rogers and its landlord.
- 6.2. **Losses and Damages.** Rogers and its landlord for each Colocated Site shall not insure or be responsible for any loss or damage to property of any kind owned or leased by Customer or Customer's employees, servants, and agents, including but not limited to Customer equipment. The maintenance of insurance by Customer shall not affect or limit the extent of Customer's liability under this Agreement.
- 6.3. **Insurance.** Rogers shall be named as an additional insured on the Commercial general liability policy required above. During the Service Term for Colocation Services or any renewal thereafter, Customer or its Insurer shall provide 30 days' prior written notice to Rogers of cancellation or material change adverse to Rogers of the policies described herein. Customer's Commercial general liability insurance policy shall be primary and non-contributing with any other insurance available to Rogers.
7. **Optional Services.**
- 7.1. **Professional Services.** Professional services offered by Rogers to complete specific Customer requested work are subject to additional charges and require Customer approval of a Statement of Work. Applicable charges include, but are not limited to travel, living, and miscellaneous expenses. Customer will also be

responsible for all costs associated with the purchase, lease, and/or subscription of any software, hardware or related equipment required to fulfill the Statement of Work.

- 7.2. **Data Centre Carrier Neutrality.** Rogers may, in its sole discretion, allow third party network and access providers to provide connectivity to Customer's Colocation Services, upon Customer's request to Rogers and subject to additional charges. Rogers shall provision the cross-connection between Customer's Space and the third party connectivity provider. Customer is responsible for all charges for cross-connection supplied by Rogers. Rogers will not provide support, guarantee performance, be responsible, or make any representations or warranties for such third-party connectivity services.
- 7.3. **Remote Hands.** Rogers may make available personnel who will, upon Customer's request and Rogers' personnel availability, provide non-technical support and assistance related to Customer equipment or Space ("**Remote Hands**"). Rogers shall quote a charge for such Remote Hands assistance to Customer, and upon Customer's acceptance of such charges, response times will be based on commercially reasonable efforts. Remote Hands will act only upon request and direction from Customer. Rogers is not responsible or liable for any consequences of the actions performed upon Customer request by Remote Hands.
- 7.4. **Relocation of Customer equipment.** Relocation of Customer equipment to another part of the Colocated Site or another Colocated Site, may be requested by Customer. If approved by Rogers, it shall be performed by Customer or its subcontractors at Customer's sole expense. Rogers is not responsible for any network access disruptions caused by relocation of Customer equipment.
- 7.5. **Network Access.** Where requested by Customer, and subject to additional charges, Rogers shall provide network access to the Space ("Network Access").
8. **Product Service Level Agreement ("SLA")**
- 8.1. **Service Credits.** 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: Power Availability**

	<b>Power Availability</b>	<b>Service Level Credits</b>
Redundant Power Configuration	100%	One (1) day of pro-rated monthly recurring charges for the impacted Colocation Services for each cumulative sixty (60) minutes or fraction thereof, up to 50% of the Monthly Recurring Charges for the impacted Colocation Services.
Non-Redundant Power Configuration	99.99%	One (1) day of pro-rated monthly recurring charges for the impacted Colocation Services for each cumulative sixty (60) minutes or fraction thereof, up to 50% of the Monthly Recurring Charges for the impacted Colocation Services.

**Table 2: Climate Control Availability**

Temperation	Humidity	Service Level Credits
Less than 59F/15C for a period of 60 minutes or more	Less than 20% for a period of 60 minutes or more	One (1) day of pro-rated monthly recurring charges for the impacted Colocation Services for each cumulative sixty (60) minutes or fraction thereof, up to 50% of the Monthly Recurring Charges for the impacted Colocation Services.
More than 89.6F/32C for a period of 60 minutes or more	More than 80% for a period of 60 minutes or more	One (1) day of pro-rated monthly recurring charges for the impacted Colocation Services for each cumulative sixty (60) minutes or fraction thereof, up to 50% of the Monthly Recurring Charges for the impacted Colocation Services.

**Table 3: Network Availability\***

	Network Availability	Service Level Credits
High Availability Network Configuration	100%	One (1) day of pro-rated monthly recurring charges for the impacted Colocation Services for each cumulative sixty (60) minutes or fraction thereof, up to 50% of the Monthly Recurring Charges for the impacted Colocation Services.
Non-High Availability Network Configuration	99.99%	One (1) day of pro-rated monthly recurring charges for the impacted Colocation Services for each cumulative sixty (60) minutes or fraction thereof, up to 50% of the Monthly Recurring Charges for the impacted Colocation Services.

\*If requested by the Customer, and subject to additional charges.

- 8.2. **Outage Notification.** Customer shall notify Rogers of any outage by opening a trouble ticket with Rogers Customer Care within one (1) day for any Power Availability or Climate Control Availability and ten (10) days for any Network Availability of any Out of Service condition, 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 Colocation Services will not exceed the total Monthly Recurring Charges for the affected Colocation 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. **Service Credit Limitations.** 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 Colocation 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. **Customer Termination.** If the Customer terminates the Colocation Services for any reason other than for cause as permitted under the Agreement, or if Rogers terminates the Colocation 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:
- fifty (50%) percent of the average monthly charges per terminated Colocation 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;
  - 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 Colocation Service that exceeds the amount set out in (i) above; and
  - a lump sum representing the amortized remainder of any waived or discounted installation or one-time charges associated with the terminated Colocation Service in consideration of Customer's commitment to the Initial Service Term or Renewal Service Term, as applicable, for such Colocation Service.

Where Customer terminates the Colocation 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 Colocation 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.