

This Schedule sets out the additional terms and conditions applicable to the Customer's use of the Dedicated Backup Service (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.

The Dedicated Backup infrastructure is co-located in the Primary Data Centre. Optional Geo-redundant Dedicated Backup includes replication of the backup data to secondary storage infrastructure, geo-diverse from the Customer's infrastructure. Dedicated Backup Service(s) ("**Services**") are available to both Rogers Colocation Rogers Private Cloud customers.

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" — In calculating whether or not Rogers has met the commitments in any specific month lack of availability owing to downtime for any of the reasons set out below will not be factored into the SLA calculations: Scheduled Maintenance; Customer's failure to materially comply with its obligations as defined in the Agreement, including failure to pay valid past-due amounts; order suspensions due to Customer's credit worthiness; failures of Customer's applications or Customer Equipment not within the sole control of Rogers or a party under contract with Rogers to provide services in connection with the Agreement; acts or omissions of Customer or any use or user of the Dedicated Backup Services authorized by Customer; and during an event of Force Majeure, as described in the Agreement.
- 1.2. "Backup Window" — The portion of the day where backups can occur.
- 1.3. "Business Day" — Monday to Friday inclusive, excluding statutory holidays observed in the Province of Ontario.
- 1.4. "Corporate Support Team" — Corporate Support Team means the technical support group at Rogers' responsible for handling all support requests from the Customer for the Dedicated Backup Services.
- 1.5. "Dedicated Backup Availability" — Dedicated Backup Availability means the percentage of time during a specific calendar month that the Dedicated Backup Services are available for the Customer's use, as set out in this Product Schedule. Dedicated Backup Availability is based on ticket information from Rogers Customer Care.

If an Out of Service condition is detected or reported, the Dedicated Backup Services will be deemed to be unavailable for the length of the Out of Service condition. Dedicated Backup Availability is calculated as the total number of minutes that the Dedicated 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).

- 1.6. "Geo-diverse Data Centre" — A Rogers data centre location physically diverse from the Primary Data Centre
- 1.7. "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).

- 1.8. "Primary Data Centre" — The Rogers data centre location in which both the Customer's infrastructure is located.

- 1.9. **“Recovery Point”** — Recovery Point refers to the timestamp and quantity of Customer data available to restore. With Dedicated Backup Services, the Customer’s data is backed up nightly.—Therefore, the customer has recovery points related to their selected retention policies.
- 1.10. **“Scheduled Maintenance”** — Scheduled Maintenance means any maintenance activities performed during the backup window 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.
2. **Features.** Dedicated Backup Services include the following features:
  - 2.1. **Geodiversity Dedicated Backup (optional).** Where requested by the Customer, the Dedicated Backup Service is available with geodiversity, for an additional charge. Rogers will provide network transport and storage infrastructure in support of the geodiversity requirements. Rogers will replicate daily the backup data from the Primary Data Centre to the Geo-diverse Data Centre.
  - 2.2. **Backup Storage.** The Dedicated Backup Services have a defined amount of backend (GB) capacity. The Services have a standard 1:3 ratio of frontend data (GB) to backend data (GB) for the standard 15-day retention. The realized ratio of frontend data (GB) to backend data (GB) may differ depending on Customer specific compression, deduplication, and any non-standard retention policies. If additional backend (GB) capacity is required to meet the customers’ requirements, Rogers will request the Customer either reduce their retention policy, adjust the amount of data backed up, or recommend the Customer acquire additional storage capacity at a fee. If the Customer does not respond or take one of the above actions within 30 days Rogers may prioritize the customer’s most recent data which may result in data loss. Any such action will affect the customer’s contracted retention policy and specifically exclude any SLAs related to section 7 of this document.
  - 2.3. **Standard 15 Day Retention Policy.** The standard retention policy for servers, virtual machines, filesystems, and applications is fifteen (15) days. Daily backups are retained for seven (7) days. Once every seven (7) days a synthetic full backup is made and retained for an additional seven (7) days.
  - 2.4. **30 Day Retention Policy (optional).** The retention policy for all servers, virtual machines, filesystems, and applications can optionally be specified to thirty (30) days. Daily backups are retained for 7 days. Once every 7 days a synthetic full backup is made and retained for an additional twenty-one (21) days. 30 days retentions should be sized at 1:5 of frontend to backend ratio at minimum.
  - 2.5. **Custom Retention Policy (optional).** The Customer can work with Rogers to create a custom retention policy that will make use of backend (GB) storage. Any such work is provided under a separate Statement of Work (SOW). Custom retention policies should be sized at 1:8 of the front end to backend ratio at a minimum.
  - 2.6. **Daily Backup Frequency.** The standard backup frequency for servers, virtual machines, filesystems, and applications is once every twenty-four (24) hours.
  - 2.7. **Long Term Storage (optional).** Upon customer request (ad hoc or on a recurring schedule) a synthetic full backup will be copied to Rogers Object Store Service located in Rogers CGY3 Data Centre. Standard Object Storage rates apply. See Rogers Object Storage product schedule for more information.
  - 2.8. **Supported Applications.** Data can be data from a wide range of applications, including Windows file systems: Active Directory: Databases such as; Microsoft SQL, MySQL, Microsoft Exchange.
  - 2.9. **Data Encryption (optional).** Backup data can be encrypted in transit and/or at rest. Encryption at rest is achieved using self-encrypted disks. Encryption effects the number of server resources required to perform the backups and must be scoped in at the time of contracting and prior to the Services being active. Additional charges apply for the additional services.
  - 2.10. **Backup Restoral.** At the Customer’s request, Rogers will evaluate the restore activity into two categories: if the restore is for less than ten percent (10%) of the total frontend (GB) data, then the customer can request up to two (2) restores for the protected data within a calendar month. If the restore is larger than 10% of the total frontend (GB) of data the customer can request one (1) restore per calendar month. Rogers will request

a Restore Planning meeting with the Customer's designated Restore Prime. Rogers will ask to see the customer's DR or recovery plan and will work together to plan out the restore activities. If the customer does not have a DR or recovery plan, the customer may accrue fees associated with duplicate restores or consulting work. The Customer is responsible for providing a suitable storage target that includes connectivity and sufficient storage to recover the requested data set. All restores performed as part of this service are by default in-place restores.

- 2.11. **Dedicated Backup Reporting.** The Customer will receive a daily email outlining the quantity of Dedicated Backup data per Customer system. Rogers will notify the customer in the event that their backend data exceeds eighty percent (80%) of the Dedicated Backup storage capacity.
- 2.12. **Dedicated Backup Customer Portal.** Customers can initiate their own restores from a Rogers provided portal however, Rogers provides no change management support in the event that a Customer initiates their own restore. All Customer initiated activities are logged.
3. **Term, Rates, and Charges.** The term of each Dedicated 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, 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 Dedicated 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 Dedicated 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".
- 3.1. **Fees.** The Fees for the Dedicated 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 Dedicated Backup Services by any third party or unauthorized person.
- 3.2. **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. Unless otherwise specified, there are no limits or restrictions on usage. Any applicable Non-Recurring Charges shall be billable as of the date of execution of this Agreement.
- 3.3. **Billing.** Unless otherwise agreed to in writing by Rogers and Customer, Rogers reserves the right to commence billing Customer for the Dedicated Backup Services on the earlier of thirty (30) days following execution by the Customer of the Agreement related to the Dedicated 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.
- 3.4. **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. The 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 services under a Statement of Work.
- 3.5. **Rates.** Rogers reserves the right to change rates for any and all Dedicated 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.
- 3.6. **Renewal.** Upon the commencement of a Month-to-Month Renewal Term for a Dedicated Backup Service, the rates for such Dedicated Backup Service will be increased by twenty (20%) percent, based on the average of the previous three months of monthly recurring charges.
- 3.7. **Payment.** Customer must pay invoices within thirty (30) days of the date of each Rogers invoice.

4. **Security Access and Fraud.**

- 4.1. **Customer Responsibilities.** Customer agrees to implement, and is wholly responsible for implementing, security precautions and practices in relation to the use of the Dedicated Backup Services. Customer is solely responsible for any non-physical security breach or unauthorized usage of the Dedicated Backup Services including Customer accounts.
- 4.2. **Security.** Rogers shall limit access to Dedicated Backup Services and take reasonable security efforts to prevent unauthorized access to the Dedicated Backup platform. The Customer is solely responsible for End User access security or network access security with respect to the Customer data.
- 4.3. **Access.** Rogers shall use commercially reasonable efforts to reasonably assist in network security breach detection or identification. Rogers provides absolutely no guarantees in relation to its efforts to identify security breaches and is not liable for any security breach that occurs despite its efforts. Rogers' access control management policies ensure that Dedicated Backup Services will utilize controls and logging through the online ticketing system in the "myAccount" portal. Upon implementation of the order, the Customer will identify all user management rules for the account. This will include identifying which individuals have access to account administrative, security, technical and billing rights. Changes to the access controls require the provision of a Customer designated secure user name and password. Credentials designated by the Customer must utilize strong security traits (e.g. upper and lower case values, numeric and non-numeric values). Customer is responsible for credentials and must keep credentials secure and confidential.
- 4.4. **Customer Approvals.** Rogers will track all access to the Customer's Services through the online ticketing system and will ensure that they have all necessary documented Customer approvals prior to accessing or changing the Customer's Services. When the situation is considered a security breach or could have serious consequences, Rogers will notify the Customer and will act on the Customer's behalf if Rogers is unable to get correct approvals in a timely manner to deal with the threat.
- 4.5. **Emergencies.** In the event of any emergency that presents a substantial risk of a service outage, or damage to Rogers Equipment or data belonging to Rogers, a third party, the data centre facilities, or to any persons or property present therein, Rogers shall take all reasonable measures to respond to the emergency; and only as necessary, Rogers may disable Dedicated Backup Services if the emergency requires such action to avoid damage.
- 4.6. **Investigations.** Customer agrees to co-operate and assist Rogers with any investigation or action taken in relation to Rogers' operations and provisioning of services, confirmation of Customer compliance with the Agreement and, or breach of the Agreement by the Customer.
- 4.7. **Security Penetration Tests.** The Customer is not permitted to run security penetration tests on the Dedicated Backup Services without written approval from Rogers and any such actions will be considered improper use under the Agreement. Rogers may, without liability, restrict access to the Dedicated Backup Services if the Customer performs invasive platform testing without written approval.
- 4.8. **Access and Interest.** The Customer is not permitted access to the physical space or the surrounding facility from which the Dedicated 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 Dedicated Backup Services or their termination for any reason pursuant to the Agreement.
5. **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 Dedicated Backup platform. Rogers' personnel will perform administrative activities on the Dedicated 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.
6. **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.

7. **Product Service Level Agreement (“SLA”)** 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: Response Time**

Method of Contact	Response Time per Incident (excluding Acceptable Downtime)	Service Credit
Telephone to Rogers Corporate Support Team	Immediate (ie. LiveAnswer)	One (1) day of pro-rated monthly recurring charges for the impacted Services for each cumulative sixty (60) minutes or fraction thereof, of Response Time, on a per Incident basis, up to a maximum of fifty percent (50%) of the monthly recurring charges for the impacted Services for all Incidents in a particular month.
Ticket created in the MyAccount portal	2 hours	
Email sent to Rogers Corporate Support Team	4 hours	

**Table 2: Recovery Point**

Recovery Point	Rogers will create a Recovery Point for the Customer's data no less frequently than once per forty-eight (48) hours	One (1) day of pro-rated monthly recurring charges for the impacted Services for each cumulative twenty-four (24) hours or fraction thereof, of Recovery Point in excess of the SLA, up to a maximum of fifty percent (50%) of the monthly recurring charges for the impacted Services for all Incidents in a particular month.

- 7.1. **Notification of Outages.** Customer shall notify Rogers of any outage by opening a trouble ticket with Rogers within five (5) days for any Dedicated Backup Response Time misses (Table 1) and one (1) Business Day of any failure to meet the Recovery Point SLA (Table 2), 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.
- 7.2. **Limitations.** The combined cumulative total of all Service Credits for a calendar month for the Dedicated Backup Services will not exceed the total Monthly Recurring Charges for the affected Dedicated Backup Sites that Rogers has invoiced for such calendar month.
- 7.3. **Service Credits.** 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.
- 7.4. **Remedy 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 Dedicated 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.
8. **Termination Fees.**
- Customer Termination.** If the 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:
- One hundred (100%) percent of the average monthly charges per terminated Dedicated 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;
  - 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 Dedicated 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 Dedicated Backup Service in consideration of Customer's commitment to the Initial Service Term or Renewal Service Term, as applicable, for such Dedicated Backup Service.

- 8.1. **Return of Equipment.** Where Customer terminates the Dedicated 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 Dedicated Backup Services to Rogers or pay to Rogers the fair market value of such Rogers Equipment.
- 8.2. **Invoice.** The above shall be included in an invoice to Customer subsequent to termination.