

Schedule

Object Store

This Schedule sets out the additional terms and conditions applicable to the Customer's use of Object Store 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 Rogers for Business 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. **Availability** — In calculating whether or not Rogers has met the commitments in any specific Calendar Month the lack of Compute Availability owing to downtime for any of the reasons set out below will not be factored into the SLA calculations: Scheduled Maintenance; Emergency Maintenance; Customer's failure to comply with its obligations as defined in the Agreement, including failure to pay valid past-due amounts or any suspension of the Services due to Customer's credit worthiness; failures of the Customer's applications or any 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 Object Store Services authorized by Customer; during an event of Force Majeure.
 - 1.2. **Calendar Month/Month** — a period from a specified day in one month to the day numerically corresponding to that day in the following month, less one;
 - 1.3. **Corporate Support Team** — Corporate Support Team means the technical support group at Rogers' responsible for handling all support requests from Customers. The Corporate Support Team operates 24x7x365. The support is provided from Canada, excluding any technical action which may be handled remotely from outside of Canada. Support is available in English and French.
 - 1.4. **Emergency Maintenance** — Emergency Maintenance means any maintenance activities performed to prevent potential failures to infrastructure on which the Customer's Services are connected or avoid a security breach that could compromise Customer's Content. Where possible, and the situation allows for it, the Customers will be notified by Rogers within twenty-four (24) hours of any such Emergency Maintenance.
 - 1.5. **Incident Management** — An Incident means an unplanned interruption to any part of the Object Store Service or reduction in the quality of the Object Store Service. An Incident can be created by a Customer by either the MyAccount portal or by contacting the Corporate Support Team, or generated by the Rogers Platform Monitoring and Alarming system. All Incidents will be assigned an identification number in the Rogers Support System to be used for tracking and record keeping.
 - 1.6. **Incident Management Resolution** — Incident Management Resolution means that the service has been restored as per the SLA and this resolution has communicated to the Customer by an update to the Rogers Support System by the Corporate Support Team in the Rogers Support System.
 - 1.7. **Infrastructure Refresh** — All equipment manufacturer guarantees, warranties and service agreements are purchased by Rogers and maintained by Rogers. Rogers will refresh hardware as needed to support the Services.
 - 1.8. **Move/Add/Change/Delete (MACD) Request** — MACD means Customer requests which are 'add-ons', changes or compliment the Object Store service. These are requests which are not in scope to be handled as part of the subscribed service by the Corporate Support Team. Such requests require additional billable fees and a sales order to implement. Deletions are removals of a partial 'add-on' or primary service, which result in a change of billing or service.
 - 1.9. **MyAccount Portal** — The Rogers portal that Customers use to manage their user accounts, review billing information, open and review support tickets, purchase additional Services, and review their reporting.
 - 1.10. **Object Store Availability** — For each Customer, Rogers will use its Platform Monitoring and Alarming system to poll the availability of the Object Store Gateway to the external network and the underlying storage.

- 1.11. **“Out of Service Condition”** — means a condition whereby there is an Object Store Service outage, including any lack of Object Store Services Availability.
- 1.12. **“Platform Monitoring and Alarming”** — the infrastructure supporting the Object Store Services is managed by Rogers. Management of the Object Store infrastructure, physical hosts, switching, storage, and the tools used by Rogers to determine the availability of the Object Store Service, including, threshold alerting (configuration of alerts based on sustained capacity usage and industry standards), quarterly reports (usage reports CPU, RAM, Drives, Uptime, trending, capacity planning), Hardware inventory management (Hardware inventory reports), Issue identification and remediation; and SLA statistics.
- 1.13. **“Response”** — measured from the time a Customer calls or creates an Incident ticket in MyAccount Portal to the time a Rogers employee updates the ticket, speaks to, chats, or emails the Customer.
- 1.14. **“Rogers Support System”** — The tools used by Rogers to record and track all Service Requests and Incidents Requests as part of the Object Store service.
- 1.15. **“Scheduled Maintenance”** — Scheduled Maintenance means any maintenance activities performed on the infrastructure to which Customer's Services are connected. Customer shall be given at least five (5) days advance notice of Scheduled maintenance activities. The details of the service window and the Customers' negative impact will be communicated to the Customer in the notification.
- 1.16. **“Self-Service”** — Self Service means any operation carried out by the Customer using an available tool provided by Rogers without submitting a ticket or contacting the Corporate Support Team.
- 1.17. **“Service(s)”** — Rogers' Object Store Service(s).
- 1.18. **“Service Request”** — Service Request means a request from the Customer to the Corporate Support Team for information, or advice, or for a standard change not related to an Incident or a MACD. A Service Request can be created by a Customer through the MyAccount portal or by contacting the Corporate Support Team. All Service Requests will be assigned an identification number in the Rogers Support System to be used for tracking and record keeping.
- 1.19. **“Service Request Resolution”** — Service Request Resolution means that the Service Request has been completed and Rogers has communicated this to the Customer by an update to the Rogers Support System by the Corporate Support Team in the Rogers Support System.
- 1.20. **“Site”** — This means the physical location(s) in which the Customer's Object Store Services are made available by Rogers.

2. **Term, Rates, and Charges.**

- 2.1. **Term.** The term of each Object Store 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, Object Store Services 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 Services 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”**.
- 2.2. **Fees.** The Fees for the Object Store 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 Object Store Services by any third party or unauthorized person.
 - i) Consumption of Rogers Object Store is metered using a “High Water Mark”. This is the peak total amount of the service used in a Calendar Month. Once the peak is achieved, it remains at that level until the end of the Calendar Month when it is reset. The charges set out in the Product Quote represent the “High Water Mark” GB rate for the committed rate term. The Customer will be responsible for all usage charges incurred. Unless otherwise specified, there are no limits or restrictions on usage.

- ii) 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.
- iii) Unless otherwise agreed to in writing by Rogers and Customer, Rogers reserves the right to commence billing Customer for the Object Store Services on the earlier of thirty (30) days following execution by the Customer of the Agreement or amendment related to the Object Store Services or thirty (30) days after the Service Effective Date ("Billing Start Date"). 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 Start Date. Applicable Service Credits will be applied to Customer's invoice within two billing cycles after Rogers approves Customer's request for Service Credits.
- iv) If the Customer purchases additional services through a web-portal provided by Rogers for that purpose ("Buy More"), the rates for the Services will increase accordingly and any such additional services will be co-terminus with the Term for the Services.
- v) Rogers reserves the right to change rates for any and all Object Store 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.
- vi) Upon the commencement of a Month-to-Month Renewal Term for Object Store Services, the rates for such Service will be increased by twenty (20%) percent, based on the average of the previous three months of monthly recurring charges.
- vii) Customer must pay invoices within thirty (30) days of the date of each Rogers invoice.

3. **User Subscription types (Standard and Principle).** Access to the Services is configured for two (2) types of users as set out below. The Customer's account will specify your user type. The two available user types are:

- i) **Standard User** – this user level gives a single user the right to access the Services and the additional privileges/responsibilities below:
 - a) Use of the Object Store resources.
- ii) **Principle User** – this user level gives a single user the right to access the Services and the additional privileges/responsibilities below:
 - a. Purchasing additional services through the "Buy More" function;
 - b. Adding Standard Users to the Services;
 - c. Responsible for keeping the account information up to date;
 - d. Responsible for providing current Customer contact information for Rogers automatic notification systems;
 - e. Responsible for receiving all notices from Rogers relating to the Services.

4. **Customer Responsibilities and Acceptable Use Policy:**

- i) The Customer must use compatible software (purchased or acquired separately) to access their Rogers Object Store Service.
- ii) The Customer must ensure that the version of their software is compatible with the version of Object Store offered by Rogers. Rogers will publish the version of Object Store and notify Customers of changes as part of Rogers Change Management process. Rogers is not responsible for providing, or for any cost or expenses associated with providing, any administrative, technical, emergency or support personnel associated with the restoration of the Object Store Services due to the Customer performing any changes to their own software.
- iii) The Customer bears all risk associated with its use of the Services.
- iv) The Customer is responsible to ensure that the Services are sufficient for its needs.
- v) The Customer is solely responsible to determine that its use of the Services is compliant with all laws and regulations applicable to the Customer.
- vi) The Customer agrees to use the Services in compliance with all applicable laws and regulations, including, without limitation applicable privacy laws.
- vii) The Customer agrees not to use the Services:
 - a) To violate or infringe on the rights of other customers;
 - b) To use the Services to gain unauthorized access to or to disrupt in any manner any third-party service, device, data account or network;
 - c) To spam or distribute malware;
 - d) In any way that could harm the Services or impair other's users use of the Services;
 - e) In any manner where failure of such a use could lead to serious injury or death to any person or to severe physical or environmental damage.

- viii) To the extent required by applicable laws and the Customer's own business requirements, the Customer shall retain connection logs, or any data required to identify any internal or other user of the Customer's own services hosted on the Services.
- ix) The Customer is solely responsible for use of the Services by any individual to whom the Customer may have provided its password(s) and any other means of access (such as SSH access keys, API, etc.).
- x) The Customer is solely liable for the consequences of the loss of any passwords and any other means of access to the Services.
- xi) The Customer is responsible for providing appropriate staff to participate in troubleshooting incidents and service requests. During an incident or a service request the Customer will actively participate in the resolution of the request. Any time spent waiting for communications from the Customer may result in the severity of the ticket getting downgraded and the time subtracted from the resolution time.
- xii) The Customer is responsible for coordinating all communications with any third party they have contracted to provide any type of support for their services.
- xiii) The Customer is responsible for maintaining strong password to access the Services in the Rogers MyAccount Portal. 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.
- xiv) The Customer shall be solely responsible for providing the Customer's services, technical support, pricing and service plans, billing and collections, and any and all other services to the Customer's end users, and Rogers shall have no obligations or liability whatsoever to end users in relation to the Object Store Services.
- xv) The Customer will inform all users of any terms and conditions and any associated costs including any potential charges, overages, and other fees associated with the Services. The Customer agrees to pay any such charges based on use of the Services by their end users.
- xvi) In addition to the indemnification provisions set out in the Agreement Customer shall defend and indemnify Rogers, its parents, successors, Affiliates and agents from any claims, damages, losses or expenses (including without limitation legal fees and costs) incurred by Rogers in connection with all claims, suits, judgements, and causes of action (i) for any third party intellectual property rights, for which the Customer agrees to lawfully obtain any licenses required, if any, to use any third-party intellectual property, including software; (ii) the use of any third-party licenses including but not limited to, Microsoft, Red Hat, and Oracle, ; (iii) and any third-party content.
- xvii) Violation of the terms in this section may result in suspension of the Service. Rogers may, at its sole discretion suspend the Service only to the extent reasonably necessary.
- xviii) Unless Rogers believes an immediate suspension of a Customer's Services is required, Rogers will use reasonable efforts to provide notice before suspending a Customer's Services.
- xix) The Services described herein are subject to additional license terms, with which Customer hereby agrees to comply. The Customer's use of Microsoft software is subject to Microsoft's End User License Terms, which are set forth at the link below.
[https://myaccount.datacentres.rogers.com/legal/SPLA2013EndUserLicenseTerms\(WW\)\(ENG\)\(Apr2014\)\(CR\).pdf](https://myaccount.datacentres.rogers.com/legal/SPLA2013EndUserLicenseTerms(WW)(ENG)(Apr2014)(CR).pdf)
- xx) The Services will continue on a month to month basis after the end of the Term with the following conditions:
 - a) The Customer is responsible for making end of the Term arrangements by renewing their Services or cancelling the Services.
 - b) If the Customer does not make end of Term arrangements, then Rogers may, in its sole discretion, terminate the Services.

5. **Customer Indemnity.** In addition to the indemnification provisions set out in the Agreement, the Customer shall defend and indemnify Rogers, its parents, successors, Affiliates and agents from any claims, damages, losses or expenses (including without limitation legal fees and costs) incurred by Rogers in connection with all claims, suits, judgements, and causes of action (i) for any third party intellectual property rights, for which the Customer agrees to lawfully obtain any licences required, if any, to use any third-party intellectual property, including software; (ii) the use of any third-party licenses including but not limited to, Microsoft, Red Hat, and Oracle; and (iii) any third-party content.

6. **Backup, Content Integrity and Disaster Recovery.**

- i) The Object Store Services do not backup or perform any data backup services of the Customer Content as part of the Services.

- ii) The Customer agrees to take all the necessary measures to back up their Content in the event of data loss/Content loss or deterioration of Customer Content, whatever the cause.
- iii) For greater certainty, the inclusion of data replication (as part of resiliency) shall not be considered data backup services.
- iv) The Customer is solely responsible to set up their own business continuity plan and/or business recovery plan.

7. **Services and Networking.**

7.1. **Object Store S3 Compatible API.** The Customer will manage their Content in the Rogers Object Store Service through the use of a Customer acquired and managed software.

7.2. **Network Access:** The Services include access to a shared internet connection with a maximum throughput of 250Mbps. Customers will access the Services by way of this shared internet connection. If a Customer requires private or dedicated network access, they can purchase a Rogers Wireline service.

7.3. **Ownership of Data Centre.** The Customer will under no circumstances be permitted to access the physical space or the surrounding facility from which the Object Store Services are performed. The Customer will not acquire any interest in, nor file any liens upon, the Data Centre, the Rogers Equipment, and any portion of the data centre as a result of the provision by Rogers of the Object Store Services or their termination for any reason pursuant to the Agreement.

7.4. **Data Centre Carrier Neutrality.** Rogers will, in its sole discretion, allow third party network and access providers to provide connectivity to the Customer's Object Store Services. Rogers will provision the cross-connection between the Customer's colocation space and the third party connectivity provider. The 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.

7.5. **Fair Use of the Services.** The Services are subject to fair use by Rogers Customers. Rogers will ensure that Customers do not disrupt the use of other users of the Services. Rogers will prevent Noisy Neighbours and will generally limit the ability of Customers to adversely affect other users and other Customers. Noisy Neighbor means a Customer and/or a user that monopolizes bandwidth, disk I/O, CPU and other resources, and may negatively affect other users' cloud performance. If Rogers, in its sole discretion determines that a Customer is a Noisy Neighbour Rogers may, and Rogers reserves the right to temporarily limit a Customer's use of the Services. Rogers will attempt to contact the Customer prior to any corrective action. Any action by Rogers to address a Noisy Neighbour and any disruption to the Customer's Services is excluded from the SLA for the Services.

7.6. **Client Side Internet.** The Customer will access the Services remotely via the internet. The Customer must have their own local internet connection to access the Service, and is solely responsible for the aforementioned internet connection, in particular its availability, reliability and security.

8. **Security Access and Fraud.**

- i) 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 Object Store Services. Customer is solely responsible for any non-physical security breach or unauthorized usage of the Object Store Services, and Customer accounts, as well as for user access security or network access security with respect to the Customer Content.
- ii) Rogers shall limit access to Object Store Services and take reasonable security efforts to prevent unauthorized access to the Object Store Service.
- iii) Rogers shall use commercially reasonable efforts to assist in network security breach detection or identification and prevent unauthorized access to Object Store Services. 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.

- iv) Rogers reserves the right, without incurring liability, to suspend the Services, if there is (a) a threat to the stability and/or security systems of Rogers' infrastructure, Services and/or Customer data, or (b) a Customer's breach of the Agreement. Any such suspension can occur without prior notice in the event of an emergency, including in the event described in point (a) above, or in the case of unlawful or fraudulent use of the Services, or as part of a request from a competent administrative or judicial authority. The Customer acknowledges that such suspensions do not release it of any obligation to pay for Services.
- v) Customer is solely responsible for identifying all user management rules for the account and for user access security or network access security with respect to the Customer Content and for establishing access and user management controls that clearly identify individuals who have access to 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. Customer is responsible for any use of the account regardless of who uses the Services.
- vi) Rogers will track all access to Customer's Services through an online ticketing system and ensure that those who requested access have all necessary documented Customer approvals prior to accessing Customer's Object Store Services. If Rogers cannot verify the Customer's identity or suspects that there may be fraudulent or illegal activity Rogers may decline the request. In such an instance Rogers will attempt to contact the main or alternative contact.
- vii) 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 Services, confirmation of Customer compliance with the Agreement, and/ or breach of the Agreement by Customer.
- viii) 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 Site or Rogers' data centre facilities, or to any persons or property present therein, Rogers may disable Object Store Services as is reasonably necessary to respond to the emergency; ; and only as necessary, Rogers may disable Object Store Services if the emergency requires such action to avoid damage.
- ix) Customer is not permitted to run security penetration tests on the Object Store Services without prior written approval from Rogers. Any such actions will be considered improper use under the Agreement. Rogers may, without liability, restrict Service access if Customer performs invasive platform testing without prior written approval from Rogers.
- x) If Rogers detects or reasonably believes that the Customer's usage represents a security risk, an email will be sent to Customer, identifying the account(s) affected, and stating that a reinstallation procedure must be performed in order to maintain the integrity of the Instance and the entire infrastructure. In such case, Rogers reserves the right to suspend the Services immediately in order to maintain the integrity of the Customers Content.
- xi) Manipulations consisting of transferring data from the affected system to the new system must be done by Customer. Rogers will provide reasonable assistance, as determined by Rogers, to Customer to install a new system but is under no obligation to meet all of Customer's needs in this regard.
- xii) Rogers shall not be held responsible for the Customer's usage of the Object Store API by the Customer's application.

9.

Support.

- i) When reporting an incident and creating a ticket for the purposes of technical support, the Customer agrees to provide Rogers with all relevant information reasonably required for the diagnosis and intervention of the incident.
- ii) The Customer undertakes to remain available in order to collaborate with Rogers including by providing further information and carrying out reasonably required tests and checks. In certain circumstances, a technical support issue may require the Customer to provide Rogers access to its Instance. If the Customer is not available as set forth in this section, it cannot benefit from the service level targets defined above to the extent a failure to achieve a service level target is attributable to Rogers' unavailability.

10. **Software License Grant.**

- i) Upon purchase of Object Store Services by Customer, Rogers will grant to Customer a license for Object Store.
- ii) Any licenses provided by Rogers to the Customer for their Object Store Services are solely permitted for use upon the Object Store infrastructure. Upon termination of the Object Store Services for any reason, these licenses shall be terminated, and Customer shall have no further rights to the Software, except as necessary to comply with the Agreement. For greater clarity, "Customer" in the above paragraph shall also include all end users of the Services.
- iii) The Customer will be required to provide its own application software licensing to be used with the Object Store platform. The Customer agrees that they have taken all necessary steps to ensure that the licenses being used are legally licensed and supported through an agreement between the Customer and the software provider. The Customer will, if required, provide proof of purchase for all Customer-provided licensing being used on the Object Store platform.
- iv) If the Customer makes use any non-Rogers provided software, the Customer represents and warrants to Rogers that the Customer has the right and applicable license to use the software in that manner.
- v) If Rogers has agreed to provide management services, then the Customer represents and warrants that the Customer's software license agreement with the software provider permits Rogers to perform these activities.
- vi) The Customer is responsible for reporting to Rogers any changes to your use of the Services including but not limited to your Object Store, virtual machines, or software agreements that impact your compliance with any software EULA. If the Customer fails to disclose such changes you are liable for any incremental software licensing fees incurred by Rogers from the time of the change

11. Content.

11.1. **Definition of Customer Content.** Customer Content is defined as any software (including machine images), data, text, audio, and video or images that a Customer or any user transfers to Rogers for processing, storage or hosting by the Services in connection with the Customer's account and any computational results that a customer or any user derives from the foregoing through their use of the Services.

- i) Customer Content does not include account information. The terms of the Agreement or other agreement with us governing the use of Services apply to your Customer Content.
- ii) Ownership of Content. All interest in and ownership of Content including, but not limited to, those portions of the Content that are Customer trade names, trademarks or service marks, are and shall remain the property of the Customer
- iii) Rogers is only responsible for maintaining the environment with a level of redundancy in accordance with the Service Level Agreement. This redundancy does not extend to the Customer's applications that Customer Content on Object Store.
- iv) Customer shall remove all Content from the Object Store prior to the date of termination of the Object Store Services. In the event that the Content is not removed, such Content will be considered abandoned, and Rogers may, without liability to the Customer, delete the Content.
- v) If the Customer has contracted for managed services with Rogers please refer to such other terms.

12. **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: Power Availability

	Power Availability	Objective	Service Level Credit
Object Store Availability	99.99%	<p>Poll Object Store Gateway every 5 min. for connectivity to the Internet or Wide Area Network (WAN) and to Storage, then record a value of UP or DOWN.</p> <p>If the Object Store Gateway is DOWN perform the following calculation:</p> <p>Impact = SUM(DOWN_POLL)</p> <p>Deviation = Total time available in the Month in Min. – Impact</p> <p>Availability = Deviation / Total time available in the Month in Min. X 100</p>	<p>99.99% to 99.85% Monthly = Rogers will issue a credit to the Customer in an amount equal to 1/30th of the total monthly bill for the affected service monthly fee paid by the Customer of the cumulative duration of such unavailability during such Calendar Month.</p> <p>Less than 99.85% Monthly = Rogers will issue a credit to the Customer in an amount equal to the total monthly bill for the affected service monthly fee paid by the Customer for the affected Services.</p>

MyAccount Portal (MyAccount API and MyAccount Web Portal)	99.99%	<p>Poll every five (5) min. for connectivity to the MyAccount Portal and record a value of UP or DOWN.</p> <p>Impact = $\text{SUM}(\text{DOWN_POLL})$</p> <p>Deviation = Total time available in the Calendar Month in Min. – Impact</p> <p>Availability = Deviation / Total time available in the Month in Min. X 100</p>	<p>99.99% to 99.85% Monthly = Rogers will issue a credit to the Customer in an amount equal to 1/30th of the total monthly bill for the affected service monthly fee paid by the Customer of the cumulative duration of such unavailability during such Calendar Month.</p> <p>Less than 99.85% Monthly = Rogers will issue a credit to the Customer in an amount equal to the total monthly bill for the affected service monthly fee paid by the Customer for the affected Services.</p>
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Table 2: Incident Management Response Time and Resolution

Severity Level	Response Time and Resolution	Objective	Service Level Credit
Incident Management Severity 1	Response Time Target and Incident Management Resolution Target as indicated below.	<p>Response Target Metric:</p> <p>When a Customer calls in live 24x7 = Live answer</p> <p>When a Customer creates in MyAccount Portal = Two (2) hours</p> <p>Incident Management Resolution Target: Six (6) Hours</p>	Rogers will issue a credit to the Customer in an amount equal to 1/30th of the total monthly bill for the affected service monthly fee paid by the Customer of the cumulative duration of such unavailability during such Calendar Month.
Incident Management Severity 2	Response Time Target and Incident Management Resolution Target as indicated below.	<p>Response Target Metric:</p> <p>When a Customer calls in live 24x7 = Live answer</p> <p>When a Customer creates in MyAccount Portal = Two (2) hours</p> <p>Incident Management Resolution Target: Fourteen (14) Hours</p>	Rogers will issue a credit to the Customer in an amount equal to 1/30th of the total monthly bill for the affected service monthly fee paid by the Customer of the cumulative duration of such unavailability during such Calendar Month.
Incident Management Severity 3	Response Time Target and Incident Management Resolution Target as indicated below.	<p>Response Target Metric:</p> <p>When a Customer calls in live 24x7 = Live answer</p> <p>When a Customer creates in MyAccount Portal = Two (2) hours</p> <p>Incident Management Resolution Target: Seventy-two (72) Hours</p>	Rogers will issue a credit to the Customer in an amount equal to 1/30th of the total monthly bill for the affected service monthly fee paid by the Customer of the cumulative duration of such unavailability during such Calendar Month.
Service Request	Response Time Target as indicated below.	<p>Response Target Metric:</p> <p>When a Customer calls in live 24x7 = Live answer</p> <p>When a Customer creates in MyAccount Portal = Two (2) hours</p> <p>Service Request Resolution Target: Five (5) Business Days (Monday to Friday 8am to 8pm EST)</p>	Rogers will issue a credit to the Customer in an amount equal to 1/30th of the total monthly bill for the affected service monthly fee paid by the Customer of the cumulative duration of such unavailability during such Calendar Month.
Move/Add/Change/Delete (MACD) Request	Response Time Target as indicated below.	<p>Response Target Metric:</p> <p>When a Customer calls in live 24x7 = Live answer</p> <p>When a Customer creates in MyAccount Portal = Two (2) hours</p> <p>MACD Request Resolution Target: Scoping performed on a case by case basis</p>	SLO Only (no service credit)

12.1. **Incident Management Severity Levels (Table 2):**

- i) Severity 1: Critical - total or majority loss of critical service (i.e. Production server or other mission critical system(s) are down and no workaround is immediately available); All or a substantial portion of the Customer's Content is at a significant risk of loss or corruption; Customer has had a substantial loss of service; and Customer's business operations have been severely disrupted.
- ii) Severity 2: Major functionality is severely impaired. High impact; and Degradation of critical service or total of loss non-critical services

- iii) Severity Level 3 (S3) Partial, non-critical loss of functionality of the Services. Low impact – no direct business impact; and Non-critical services affected;
- iv) Service Request: A request from the Customer to the Corporate Support Team for information, or advice, or for a standard change not related to an Incident or a MACD (Move/Add/Change/Delete).
- v) Move/Add/Change/Delete (MACD) Request: Are requests which are ‘add-ons’ or compliment the Object Store service. These are requests which are not in scope to be handled as part of the Service by the Corporate Support Team and are supported by billable fees and a sales order to implement. Deletions are removals of a partial ‘add-on’ or primary service, which result in a change of billing or service.

12.2. **Calculation for Response Time and Resolution Target (Table 2) for Incident Management (except if SLO):**

- i) Response Time Target Rogers response time will be measured from the time a Customer calls or creates an Incident ticket in MyAccount Portal (Rogers Support System) to the time a Rogers employee updates the ticket in the Rogers Support System, speaks, chats, or emails the Customer.
- ii) Rogers’ resolution will be measured from the time a Customer calls or creates an Incident ticket in MyAccount Portal (Rogers Support System) to the time a Rogers employee updates the Rogers Support System ticket informing the Customer the incident is resolved.

12.3. **Monthly Service Level Credit Limitation.** The combined cumulative total of all Service Credits for a calendar month for the Services will not exceed the total Monthly Recurring Charges for the affected Services that Rogers has invoiced for such calendar month.

12.4. **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.

- i) 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 Object Store 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.

13. **Termination Fees.** 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:

- i) One hundred (100%) percent of the average monthly charges per terminated Service (as determined over the previous three (3) months, or if less than three months have passed, the average monthly charges of 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 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 Service in consideration of Customer’s commitment to the Initial Service Term or Renewal Service Term, as applicable, for such Service.

Where Customer terminates the Object Store 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 Object Store 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.