This Schedule sets out the additional terms and conditions applicable to the Customer's use of the Virtual Private Cloud 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.

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 and/or the Schedule; acts or omissions of Customer or any use or user of the Virtual Private Cloud Services authorized by Customer; during an event of Force Majeure.

1.2. "Calendar 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. "Compute Availability" — For each customer Organization, Rogers will use its Platform Monitoring and Alarming system to poll the availability of each type of storage. Compute means the vCPU and vRAM resources available for Customers to use made available to the Customer from within vCloud Director.

1.4. "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 24x7, x365. The support is provided from Canada, excluding any technical action which may be handled remotely from outside of Canada. Rogers Support is the Customer's primary point of contact for all information security requests by the Customer. Support is available in English and French.

1.5. "Emergency Maintenance" — Emergency Maintenance means any maintenance activities performed to prevent potential failures to infrastructure on which Services are connected or avoid a security breach that could compromise Customer's Content. Where possible, and if the situation allows for it, the Customers will be notified by Rogers within twenty-four (24) hours of any such Emergency Maintenance.

1.6. "Host" — The physical server on which the virtual machines reside.

1.7. "Incident Management" — An Incident means an unplanned interruption to any part of the Virtual Private Cloud Service or reduction in the quality of the Virtual Private Cloud Service. An Incident can be created by a Customer by using 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.

1.8. "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.

1.9. "Move/Add/Change/Delete (MACD) Request" — MACD means Customer requests which are 'add-ons', changes or compliment the Virtual Private Cloud 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.

1.10. "Network Availability" — For each Customer Organization, Rogers will use its Platform Monitoring and Alarming system to poll the availability of each type of storage. Network means the External network on the WAN side of the NSX device made available to the Customer from within vCloud Director.

1.11. "<u>Organization</u>" — Within the vCloud Director, Customers can build logical organizations. These include Users & Policies, Organizational Virtual Datacentres, and Catalogs (images and templates). Each organization can be attached to one or more Virtual Datacentres.

1.12. "<u>Out of Service Condition</u>" — means a condition whereby there is Virtual Private Cloud Service outage, including lack of Virtual Private Cloud Service Availability.

1.13. "<u>Platform Monitoring and Alarming</u>" — The tools used by Rogers to determine the availability of the Virtual Private Cloud Service.

1.14. "<u>Response</u>" — 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.

1.15. "<u>Rogers Support System</u>" — The tools used by Rogers to record and track all Service Requests and Incidents Requests as part of the Virtual Private Cloud Service.

1.16. "<u>Scheduled Maintenance</u>" — 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.

1.17. "<u>Self-Service</u>" — 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.

1.18. "<u>Service Request</u>" — 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. "<u>Service Request Resolution</u>" — 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. "<u>Site</u>" — Site means the physical location(s) in which the Customer's Virtual Private Cloud Services are made available by Rogers.

1.21. "<u>Standard / Performance Storage Availability</u>" — For each Customer Organization, Rogers will use its Platform Monitoring and Alarming system to poll the availability of each type of Storage. Storage means the Datastore made available to the Customer from within vCloud Director.

1.22. "<u>Virtual Data Centre</u>" — Virtual Data Centre (VDC) is made up of the virtual compute, network and storage allocated to a Customer as part of their Virtual Private Cloud Services.

1.23. "<u>Virtual Machine</u>" — The software representation of a computer system running on top of VMware vSphere.

2. **Features.** The Virtual Private Cloud Services (**"Services"**) include the following features:

2.1. **Additional Managed Backup per Virtual Machine.** These services are only available if a Customer has contracted for Managed Services separate from this Schedule. This Additional Managed Backup per virtual machine consists of this one tier of services:

2.2. **Fully Managed Backup.** A service level where the Customer has elected to have the Services backed up by Rogers for a monthly fee and a one-time setup cost.

2.3. **Additional Managed Server per Virtual Machine.** These services are only available if a Customer has contracted for Managed Service separate from this Schedule. Three tiers of services are available as set out below:

2.4. **Fully Managed Services.** A service level where the Customer has elected to have the Services operated, maintained, monitored and patched by Rogers for a monthly fee and a one-time setup cost.

2.5.   **Proactive Monitoring/Patching/Reporting Services.** A service level where the Customer has elected to have the virtual machines maintained, monitored, and patched by Rogers for a monthly fee and a one-time setup cost.

2.6.   **Self-Serve Monitoring and Alerting.** A service level where the customer has elected to have the virtual machines monitoring enabled and transmitted to the customer by Rogers for a monthly fee and a one-time setup cost.

2.7.   **Compute Unit.** A Compute Unit is a fixed ratio of vCPU to vRAM. The ratio for the Services is 1vCPU:2GB vRAM.

2.8.   **Dedicated Blade.** Is a fixed physical server reserved for the exclusive use of only the Customer. The capacity made available by Dedicated Blade(s) is express in Compute Units. The initial deployment of Dedicated Blades is a single pair, with an N+1 configuration, where one entire physical server is always reserved for failover and not available for Customer's non-emergency use. Additional Dedicated Blades can be added one at a time and will increase the number of available Compute Units.

2.9.   **Dedicated Storage.** The Customer's storage capacity is allotted increments of 1 Gigabyte (1 GB = 1,073,741,824 bytes). Storage is characterized in three ways as set out below. Selection of the storage device and its configuration can have an impact on the usable storage capacity. Rogers will provide the available Raw Storage (based on the physical attributes of the device) and the Effective Storage (based on industry standards and information provided by the Customer) to the Customer. Usable Storage is a result of many factors and will vary depending on the Customer's communicated requirements, selections, and overtime based on usage.

2.10.   **Effective Storage.** How much storage is presented after advanced compression and deduplication is applied to the Raw Storage. The compression and de-duplication technologies can increase the available storage by multiples and is expressed in the form of a ratio. 1:1 means no increase, 2:1 means double the Raw Storage, 3:1 means triple the Raw Storage and so on. This ratio is not guaranteed and varies depending on the types of content being written to the storage.

2.11.   **High Availability (HA).** Rogers maintains a sufficient number of physical resources to allow for virtual machines that reside on a failed server to restart on another server.

2.12.   **Hyperconverged Dedicated Blade.** Is a fixed physical server reserved for the exclusive use of the Customer. The capacity made available by Dedicated Blade(s) is express in Compute Units. The initial deployment of dedicated blades is a three-blade cluster, with an N+1 configuration. The equivalent compute resources to one physical host server are held in reserve for failover and are not available for Customer's non-urgent use. Additional Dedicated Blades can be added one at a time and will increase the number of available Compute Units which will also increase the amount of available storage. Storage is vSAN using physical hard drives (raw storage) dispersed through the dedicated blades. Storage is presented as Effective Storage.

2.13.   **Infrastructure Refresh.** All equipment manufacturer guarantees, warranties and service agreements are purchased by Rogers and maintained by Rogers. Rogers will refresh the equipment (the "**Rogers Equipment**") as needed to support the Services.

2.14.   **Linux based OS.** Subscriptions of Centos Enterprise Linux (CEL) are available for a fee. CEL subscription are governed by the End User License Agreement described in section 11 below.

2.15.   **Microsoft based OS and Application Software**. Subscriptions to a range of Microsoft Server OS and applications are available for a fee. All Microsoft subscriptions are governed by Microsoft Service Provider License Agreement (SPLA) and any End User License Agreement as described in section 11 below.

2.16.   **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.

2.17.   **Network.** The Virtual Private Cloud contains virtualized network resources. Each Customer's Virtual Private Cloud has a VMware NSX logical device that controls and segregates their Content.

2.18.   **Organization.** Through the MyAccount Portal, Customers can build logical Organizations in vCloud Director. These include users and policies, Virtual Datacentres, and catalogs (images and templates). Each Organization can be attached to one or more Virtual Datacentres.

2.19.   **Platform Management Monitoring and Alarming.** the infrastructure supporting the Virtual Private Cloud Services is managed by Rogers. Management of the Virtual Private Cloud infrastructure, physical hosts, switching, storage, vCloud Director and ESXi includes; 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.

2.20.   **Professional Services.** Where the Customer requests custom configuration of the Virtual Private Cloud Services beyond standard installation, Rogers will quote any required Professional Services to the Customer in a separate Statement of Work.

2.21.   **Storage.** Storage is connected to the Customers VDC through the VMware vSphere. Storage in the Virtual Private Cloud comes in two types, Standard and Performance.

2.22.   **Raw Storage.** the physical storage provided without the use of any compression or de-duplication. Raw Storage is calculated by adding up the capacity of all the physical storage in the device.

2.23.   **Usable Storage.** This represents the amount of storage available for Customer to store its content. To calculate the Usable Storage, subtract all overhead for the management from the Effective Storage. VSAN automatically consumes additional storage to protect data stored within its datastores based on the data protection configuration of the cluster.

2.24.   **Virtual Data Centre (VDC).** A VDC is made up of a resource pool or collection of virtual CPU, RAM, network and storage resources allocated to a Customer. The virtual representation of these resources are called vCPU, vRAM, vNetworks, and Datastores.

2.25.   **VMware vCloud Director.** The VMware portal that presents the Services to the Customer to self-administer. The vCloud Director is the primary tool that Customers will use to access the Services and maintain user permissions.

2.26.   **VMware vSphere.** The virtualized environment on which a Customer's Services run is VMware ESXi.

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

3.1.   The term of this Schedule commences on the date of signature of the Agreement by Customer, or inclusion of this Schedule to the Agreement by way of amendment and ends on the expiration of the last in force Service Term. The term of each Virtual Private Cloud Service (each an "**Initial Service Term**") is as set forth in the Product Quotation(s). Upon expiration of the Initial Service Term, a Virtual Private Cloud Service may be renewed for the additional period set forth in the Product Quotation to be added to this Agreement by way of amendment (a "**Renewal Service Term**") or, if no amendment is executed, the Virtual Private Cloud 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**". The Fees for the Virtual Private Cloud Services, including the Monthly 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 Virtual Private Cloud Services by any third party or unauthorized person.

3.2.   Monthly Recurring Charges are invoiced monthly, in advance, on the first day of each month. 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.

3.3.   Unless otherwise agreed to in writing by Rogers and Customer, Rogers reserves the right to commence billing Customer for the Virtual Private Cloud Services on the earlier of thirty (30) days following execution by the Customer of the Agreement related to the Virtual Private Cloud Services or thirty (30) days after the Service is made available to Customer by Rogers in accordance with this Schedule. In the first month, the

charges will be prorated for the number of days in the month after the Service Effective Date. Rogers will, by way of invoice or otherwise, notify you of the Service Effective Date. Applicable Service Credits will be applied to your invoice within two billing cycles after Rogers approves your request for Service Credits.

3.4. Monthly Recurring Charges set out in any applicable Product Quotation represent minimum charges. 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. 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.

3.5. Rogers reserves the right to change rates for any and all Virtual Private Cloud 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. Upon the commencement of a Month-to-Month Renewal Term for a Virtual Private Cloud Service, the rates for such Virtual Private Cloud Service will be increased by twenty (20%) percent, based on the average of the previous three months of monthly recurring charges.

3.7. Customer must pay invoices within thirty (30) days of the date of each Rogers invoice.

4. **User Subscription types (Standard and Principal).** Access to the Services is configured for two (2) types of users as set out below. The Customer's account will specify the 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 Virtual Private Cloud resources.

   ii) **Principal 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.

5. **Customer Responsibilities and Acceptable Use Policy.**
   i) The Customer bears all risk associated with its use of the Services.
   ii) The Customer is responsible to ensure that the Services are sufficient for its needs.
   iii) The Customer is solely responsible to determine that its use of the Services is compliant with all laws and regulations applicable to the Customer.
   iv) The Customer agrees to use the Services in compliance with all applicable laws and regulations, including, without limitation applicable privacy laws.
   v) 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.
   vi) 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.
   vii) The Customer shall not use the Services to deploy services which are intended to enable users to download files to and from file hosting platforms including but not limited to BitTorrent etc.
   viii) 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.).
   ix) The Customer is solely liable for the consequences of the loss of any passwords and any other means of access to the Services.
   x) 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.

xi) The Customer is responsible for coordinating all communications with any third party they have contracted to provide any type of support for their services.

xii) The Customer is responsible for maintaining strong password to access the Services. Changes to the access controls require the provision of a Customer designated secure username 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.

xiii) 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 Virtual Private Cloud Services.

xiv) 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.

xv) Customer agrees that it may be required to participate in a Rogers compliance audit with regard to any of the Customer's obligations relating to the Services, including but not limited to the obligations set out in this Schedule.

xvi) Violation of the terms in this section may result in suspension of the Services. Rogers may, at its sole discretion suspend the Services only to the extent reasonably necessary.

xvii) 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.

xviii) The Services will continue on a month to month basis after the end of the Service Term with the following conditions:
   a) The Customer is responsible for making arrangements for the renewal or termination of the Services.
   b) Failing such arrangements, Rogers may, in its sole discretion, terminate the Services upon thirty (30) days' written notice.

xix) Upon the termination or expiration of the Services, Rogers will contact the Customer in writing through the Principal User informing the Customer that the Customer Content must be removed from the VDC (the "**Content Removal Notice**"). The Customer will have thirty (30) days from the date of the Content Removal Notice to make arrangements to remove the Customer Content from the VDC. Any assistance provided to the Customer by Rogers related to the Customer Content may be billable to the Customer at Rogers' then current time and materials rates. Thirty (30) days after providing the Content Removal Notice to the Customer, Rogers has the right to remove any remaining Customer Content from the VDC in any manner, including deletion.

6.   **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) for the use of any third-party licenses including but not limited to, Microsoft, Red Hat, and Oracle, ; (iii) and for any third-party content.

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

7.1.   **Backup Services.** 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 Virtual Private Cloud Services or for providing and maintaining the Customer Content (defined below) on the Virtual Data Centre.

i)   Notwithstanding anything to the contrary, the Services do not backup Customer Content as part of the Services. 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.

ii) For greater certainty, the inclusion of data replication (as part of resiliency) shall not be considered "data backup" for the purposes hereof.

iii) The Customer is solely responsible to set up their own business continuity plan and/or business recovery plan.

8. **Services and Networking.**

8.1. **Compute Access.** If the Customer is managing their own Virtual Private Cloud Services, they will be permitted to turn up and take down virtual machines as required. This includes virtual network devices.

8.2. **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 for a fee.

8.3. **Data Centre Carrier Neutrality.** Rogers will, in its sole discretion, allow third party network and access providers to provide connectivity to the Customer's Virtual Private Cloud Services. Rogers will provision the cross-connection between the Customer's Virtual Private Cloud 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.

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

8.5. **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.

8.6. **Measures for the Prevention of Spamming.** The Customer is prohibited from using the Services for spamming, for any intrusive activity or any intrusion attempt from the Service (including, but not limited to: port scans, sniffing, spoofing), and any activity or contentious behaviour such as traffic exchanging (Hitleap, Jingling), Black Hat SEO (downloading and uploading videos from and to online gaming platforms), crypto-currency mining, video game bots, or other similar other prohibited or abusive activities. In such cases, Rogers may cease providing and terminate access to the Services immediately. Rogers may implement a system of technical measures intended to prevent the dispatch of fraudulent emails and spam from the Services. Rogers may monitor outgoing traffic patterns from the Service towards port 25 (SMTP server) on the internet by means of automatic tools.

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

9. **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 Virtual Private Cloud Services. Customer is solely responsible for any non-physical security breach or unauthorized usage of the Virtual Private Cloud Services, Customer equipment, including unmanaged Rogers equipment, and Customer accounts.
   ii) Rogers shall limit physical access to the Virtual Private Cloud Services and use commercially reasonable efforts to prevent unauthorized access to the Virtual Data Centre 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.

iii) 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.

iv) Rogers will track all access to Customer's Virtual Private Cloud Services through an online ticketing system and ensure that those who requested access have all necessary documented Customer approvals prior to accessing Customer's Virtual Private Cloud Services.

v) 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 Virtual Private Cloud Services, confirmation of Customer compliance with the Agreement, and/ or breach of the Agreement by Customer.

vi) 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.

vii) The Customer is solely responsible for user access security or network access security with respect to the Customer Content.

viii) All Content within the Virtual Data Centre is completely isolated through the use of industry standard virtualization protocols and VLAN rules within the infrastructure. The customers are further isolated with virtual firewalls. All Content will be located within the Virtual Data Centre which is housed within one of Rogers' data centre facilities located within Canada.

ix) The Customer is not permitted to run security penetration tests on the Virtual Private Cloud Services without prior written approval from Rogers. Any such actions will be considered an improper use under the Agreement. Rogers may, without liability, restrict Virtual Data Centre access if Customer performs invasive platform testing without written approval.

x) To maintain the level of security for the Customer's Services, Rogers may update the operating systems before pre-installing them on the Services.   Customer acknowledges that ensuring the level of security may cause an impact on the Customer's use of the Services. Notwithstanding the foregoing, Rogers shall use commercially reasonable efforts to avoid material impact on the functionality of the Services, subject to patches of third party products, which Rogers does not control.

xi) To the extent practicable, updates are performed in collaboration with Customer. For any avoidance of doubt, after the delivery of the Service to the Customer, the responsibility to manage and update of the operating systems and pre-installed applications is transferred to the Customer.

xii) Notwithstanding the foregoing, Rogers reserves the right to request that the Customer install updates and patches in connection to running Services. If the Customer fails to comply with the reasonable request of Rogers to update the operating system or application, and such failure to comply creates a security risk to the Customer's Content or the Services or to Rogers, its Subcontractors, or other customers, Rogers may suspend access to the Service(s) until the Customer complies with such request or the Service is reinstalled.

xiii) 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 Service and the entire infrastructure.

xiv) In case of a security breach Rogers reserves the right to suspend the Services immediately in order to maintain the integrity of the Customer's Content.

xv) Manipulations consisting of transferring data/Content from the affected system to the new system must be done by the Customer. Rogers will provide reasonable assistance to the Customer to create a new system using the Services provided under this Schedule. Professional Services can be purchase by the Customer to perform work outside of the Services set out in this Schedule. Rogers is under no obligation

to meet the Customer's needs in this regard and any professional services are provided at Rogers sole discretion.

xvi) 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, the Services and/or Customer data/Content, 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 the Services.

xvii) Rogers shall not be held responsible for the Customer's usage of the VMware vCloud Director API, notably for any misuse of the Services by the Customer through the API.

10. **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 Service. 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.

11. **Operating System (OS) & Software License Grant.**
   i) Upon purchase of Virtual Private Cloud Services by Customer, Rogers will grant to Customer a license for Virtual Data Centre operating systems (OS) and associated Software. These licenses are subject to and subordinate to the underlying End User License Agreement (EULA) from the OS or Software licensor.
   ii) The Customer agrees they have read and understood the following EULAs if making use of any such services:
      a) EULA for Microsoft OS licenses is located here: https://myaccount.datacentres.rogers.com/legal/SPLA2013EndUserLicenseTerms(WW)(ENG)(Apr2014)(CR).pdf
      b) EULA for VMWare is located here: https://myaccount.datacentres.rogers.com/legal/vmware_universal_eula.pdf
      c) EULA for Redhat is located here: https://myaccount.datacentres.rogers.com/legal/GLOBAL_EULA_RHEL_English_20101110.pdf
   iii) Any licenses provided by Rogers to the Customer for their Virtual Private Cloud Services are solely permitted for use upon the Virtual Data Centre infrastructure. Upon termination of the Virtual Private Cloud 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.
   iv) The Customer will have the right to provide its own OS and associated software licensing to be used on the Virtual Data Centre platform. The Customer agrees that, in the event the Customer provides its own OS and associated software licenses, the Customer has 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 by Rogers, provide proof of purchase for all Customer-provided licensing being used on the Virtual Data Centre platform.
   v) 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.
   vi) 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.
   vii) The Customer is responsible for reporting to Rogers any changes to their use of the Services including but not limited to the virtual private cloud, virtual machines, or software agreements that impact their compliance with any software EULA. If the Customer fails to disclose such changes the Customer is liable for any incremental software licensing fees incurred by Rogers from the time of the change

12. **Content.**

12.1. **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 the Customer Content.

12.2. **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

   i) Rogers is only responsible for maintaining the environment with a level of redundancy in accordance with the Service Level Agreement set out below. This redundancy does not extend to backups of Customer Content located in the Virtual Private Cloud.

   ii) Customer shall remove all Content from the Virtual Data Centre prior to the date of termination of the Virtual Private Cloud 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.

   iii) When evaluating the security of a cloud solution, it is important for Customers to understand and distinguish between the following:

   a) Rogers is responsible for protecting the infrastructure that runs all of the services offered as part of the Services. This infrastructure is composed of the hardware, software, networking, and facilities that run the Services.

   b) Customer responsibility is determined by the services that a Customer has contracted for with Rogers. If a customer contracts for a Rogers cloud service, they are responsible for management of the guest operating system (including updates and security patches), any application software or utilities installed by the Customer in the cloud service, and the configuration of any Rogers-provided firewall.

   If the Customer has contracted for managed services with Rogers please refer to such other terms.

13. **Product Service Level Agreement ("SLA") and Service Level Objective ("SLO").**

   i) 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
Compute Availability	Less than 99.99%	Virtual Machine (VM): Poll the organization in vCloud Director at each Site and each Organization every five (5) min. for every VM and record a value of UP or DOWN. Host: Poll the Organization in vCloud Director every five (5) min. for every Host and record a value of UP or DOWN. If Host AND Virtual Machine are both DOWN perform the following calculation: Impact = SUM(VM_DOWN_POLL) Deviation = Total time available in the month in Min. – Impact Availability = Deviation / Total time available in the month in Min. X 100	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. 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.
Network Availability	Less than 99.99%	Poll at each Site and Organization in vCloud Director NSX every 5 min. for connectivity to the Internet or Wide Area Network (WAN) and record a value of UP or DOWN. Impact = SUM(DOWN_POLL) Deviation = Total time available in the month in Min. – Impact Availability = Deviation / Total time available in the month in Min. X 100	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. 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.
Standard Storage Availability	Less than 99.99%	Poll at each Site and Organization in vCloud Director every five (5) min. for connectivity to the Standard Storage hardware and record a value of UP or DOWN. Impact = SUM(DOWN_POLL) Deviation = Total time available in the month in Min. – Impact Availability = Deviation / Total time available in the month in Min. X 100	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. 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.
Performance Storage Availability	Less than 99.99%	Poll at each Site and Organization in vCloud Director every five (5) min. for connectivity to the Performance Storage hardware and record a value of UP or DOWN. Impact = SUM(DOWN_POLL) Deviation = Total time available in the month in Min. – Impact Availability = Deviation / Total time available in the month in Min. X 100	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. 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.
VMware vCloud Director (vCD API services and vCloud Director Web Portal including access to customer VM's, deploying new VM's, managing VM's)	Less than 99.99%	Poll each Site and Organization every 5 min. for connectivity to the vCloud Director and record a value of UP or DOWN. Impact = SUM(DOWN_POLL) Deviation = Total time available in the month in Min. – Impact Availability = Deviation / Total time available in the month in Min. X 100	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. 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.
MyAccount Portal (MyAccount API and MyAccount Web Portal)	Less than 99.99%	Poll every five (5) min. for connectivity to the MyAccount Portal and record a value of UP or DOWN. Impact = SUM(DOWN_POLL) Deviation = Total time available in the Calendar Month in Min. – Impact Availability = Deviation / Total time available in the Month in Min. X 100	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. 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.

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.	Response Target Metric: When a Customer calls in live 24x7 = Live answer When a Customer creates in MyAccount Portal = Two (2) hours Incident Management Resolution Target: Six (6) Hours	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	Response Target Metric: When a Customer calls in live 24x7 = Live answer	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

	Resolution Target as indicated below.	When a Customer creates in MyAccount Portal = Two (2) hours Incident Management Resolution Target: Fourteen (14) Hours	such unavailability during such Calendar Month.
Incident Management – Severity 3	Response Time Target and Incident Management Resolution Target as indicated below.	Response Target Metric: When a Customer calls in live 24x7 = Live answer When a Customer creates in MyAccount Portal = Two (2) hours Incident Management Resolution Target: Seventy-two (72) Hours	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.	Response Target Metric: When a Customer calls in live 24x7 = Live answer When a Customer creates in MyAccount Portal = Two (2) hours Service Request Resolution Target: Five (5) Business Days (Monday to Friday 8am to 8pm EST)	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.	Response Target Metric: When a Customer calls in live 24x7 = Live answer When a Customer creates in MyAccount Portal = Two (2) hours MACD Request Resolution Target: Scoping performed on a case by case basis	SLO Only (no service credit)

13.1. **Incident Management Severity Levels.**
   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.

13.2. **Calculation for Response Time and Resolution Target 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.

13.3. **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.

13.4. **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 thirty (30) 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.

14. **Termination Fees.**
    i) Except as otherwise stated in Section 14.1 below, if Customer terminates the Virtual Private Cloud Services without cause, or if Rogers terminates the Virtual Private Cloud Services for cause, Customer shall pay to Rogers, as liquidated damages and not as a penalty, an amount which is equal to the sum of:
        (a) Fifty percent (50%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months remaining in the Service Term from the effective date of termination; and
        (b) One hundred percent (100%) of the non-recurring charges for the terminated Service(s).
    ii) Where Customer terminates the Virtual Private Cloud 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 Virtual Private Cloud 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.

14.1. **Trial Period.** For the first sixty (60) days of the Initial Service Term, Rogers will offer the Customer the Virtual Private Cloud Services ("**Trial Services**") on a trial basis (the "**Trial Period**"). Prior to the conclusion of the Trial Period, the Customer must notify Rogers in writing if they wish to terminate the Trial Services. Failing such written notification prior to the conclusion of the Trial Period, the Customer agrees to purchase the Virtual Private Cloud Services described herein for the duration of the Initial Service Term at the rates set out in the Product Quotation.