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PRODUCT TERMS: VEEAM CLOUD CONNECT

1. Product Terms and Definitions.

1.1. These Product Terms, including Service Documentation and/or EULA(s) applicable to the Services forms part of the Agreement (as this term is defined in the MSA). Unless otherwise expressly defined in these Product Terms, capitalized terms used herein shall have the meaning ascribed to them in the elsewhere in the Agreement.

1.2. In these Product Terms, the following terms have the ascribed meaning:

“Availability” means the calculation to determine whether the Company met standard of performance for the Services as set forth in the SLA during a monthly billing period. For each Customer, the Company will use its Platform Tool (as this term is defined below) to poll the availability of the Service gateway to the external network and the underlying storage.

“Cloud Connect Storage” means the pooled storage resources (in GB) that is used to store virtual machine(s), workstation, and physical service data in relating to the Services.

“Cloud Connect Physical Server” means the licensed back-up of a single physical server to the Services.

“Cloud Connect Virtual Machine” means a licensed back-up of a single virtual machine to the Services.

“Cloud Connect Workstation” means a licensed back-up of a single workstation (compute with a non-server based operating system) to the Services

“Company Support Team” means technical support group at the Company responsible for handling all support requests from the Customer in connection with the Services.

“Customer Portal” means the Company’s portal that Customers use to manage their user accounts, review billing information, purchase additional Services, and review their reporting.

“Move/Add/Change/Delete Request” or **“MACD Request”** means Customer’s request made to the Company Support Team to move, add, change or delete component parts of the Services. Additional Fees shall apply to each such request at the Company’s then current remote hands rates.

“Platform Tool” means the infrastructure supporting the Services that is used by the Company, including the management of the related physical hosts, switching and storage. Such infrastructure is also used for threshold alerting (configuration of alerts based on sustained capacity usage and industry standards), determining the availability of the Services, quarterly reports (usage reports CPU, RAM, Drives, Uptime, trending, capacity planning), hardware inventory management, issue identification and remediation; and SLA statistics.

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“**Services**” means the provisions of the Company’s services set forth in an applicable Service Order that allows users to send encrypted backups to the Company’s cloud repository service for off-site storage and disaster recovery. This Service is generally known as Veeam Cloud Connect, and therefore may be referred to as such in the applicable Service Order.

“**Site**” or “**Data Centre**” means the physical data centre location(s) from which the Services are provisioned from for the Customer.

“**SLA**” or “**Service Level Agreement**” means the service level agreement attached hereto (or that which is incorporated herein by reference) that sets forth the standard of performance for the Services, including the service credit regime applicable when such standard is not met.

2. Service Terms

- 2.1. Company shall provide the Services to the Customer from the Commencement Date for the Term outlined in the Service Order in accordance with the terms and conditions of the Agreement, including these Product Terms, the Service Documentation and such Service Order. The service level standards set forth below shall apply to the Services.
- 2.2. The Customer acknowledges that the provision of Services may be impacted by matters beyond the reasonable control of Company, including matters relating to legislation, regulatory changes, changes in the policy directive of any applicable regulatory authority and/or amendments to the terms and conditions of third-party services necessary for the Services, such as utility providers or third-party vendors such as Microsoft (“**Regulatory Changes**”). The Customer agrees that upon written notice to the Customer, Company may amend the provision of Services, including the term of the affected Service Order as necessary to reasonably address any Regulatory Changes.
- 2.3. Customer Data Transmission. The Services allows Customer to designate for backup and transmission it’s the Customer Data to an off-site cloud repository service. The Service is not intended to serve as an archival service. The Customer shall maintain original versions of such Customer Data.
- 2.4. Backup Restoral Services. The Company 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 Customer Data from the Services. The Customer agrees to take all the necessary measures to back up Customer Data in the event of data loss or deterioration of thereof, whatever the cause. The Customer is solely responsible to set up its own business continuity plan and/or business recovery plan.
- 2.5. Backup & Replication. The Customer will manage Customer Data through the use of a Customer acquired and managed Veeam Backup & Replication software.
- 2.6. Network Access. From the Company’s side, the Services include access to a shared internet connection with a maximum throughput of 250Mbps; however, if the Customer requires private or dedicated network access, it shall be the Customer responsibility to procure such private or

dedicated network access unless otherwise expressly stated in the applicable Service Order. The Customer will access the Services remotely via the internet. The Users are required to have their own local internet connection to access the Service, and are solely responsible therefor, in particular its availability, reliability and security.

2.7 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. Such user types are:

- (a) Standard User – this user level gives a single user the right to access the Services and to use the Service resources (i.e.: Cloud Connect Resources).
- (b) Principle User – this user level gives a single user the right to access the Services and the additional privileges/responsibilities below:
 - Purchasing additional services through the “Buy More” function
 - Adding Standard Users to the Services
 - Responsible for keeping the account information up to date
 - Responsible for providing current Customer contact information for the Company's automatic notification systems
 - Responsible for receiving all notices from the Company relating to the Services.

2.8 Site. The Customer shall have no physical access to the Site, including Company facility around the Site. The Customer will not acquire any interest in, nor file any liens upon, the Site, the Company facility around the site or any infrastructure or personal property located with the Site for any reason.

2.9 Encryption. The Service automatically encrypts the Customer Data during the back-up process and generates a unique encryption key; this key is only available to the Customer and is required to decrypt such Customer Data to its original form.

2.10 Storage. It is the Customer's responsibility to purchase the appropriate amount of back-up storage for the Customer Data. To the extent that the Customer exceeds the amount of storage allocated to the Services for its backed-up Customer Data, the Customer shall be charged additional Fees for the Overage.

2.11 Software License Grant.

- i) In connection with the Services, the Company grants to Customer a license for the Company's Veeam Cloud Connect. These licenses are subject to and subordinate to the underlying End User License Agreement (EULA) from the software licensor.
- ii) The Customer agrees they have read and understood the following:

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a) The Services described herein are subject to additional license terms, with which the 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 below. The EULA for Microsoft OS licenses is located here:

<https://www.microsoft.com/licensing/terms/product/ForallSoftware/all>

b) EULA for VMWare is located here: <https://www.vmware.com/vmware-general-terms.html>

c) EULA for Veeam is located here: https://www.redhat.com/licenses/Red_Hat_GPLv2-Based_EULA_20191118.pdf

iii) Any licenses provided by Rogers to the Customer for their Veeam Cloud Connect Services are solely permitted for use upon the Veeam Cloud Connect infrastructure. Upon termination of the Veeam Cloud Connect 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 be required to provide its own Veeam Backup & Replication software licensing to use the Services. 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 directly with the Services.

v) If the Customer makes use any software not provided by the Company to use with the Services, the Customer represents and warrants to the Company that the Customer has the right and applicable license to use the software in that manner; and if the Company 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 the Company any changes to any User's use of the Services, including but not limited to the Veeam Cloud Connect Virtual Machines, or software agreements that impact such User's compliance with any software EULA. Failure of such compliance that results in any incremental software licensing fees incurred by the Company shall be invoiced to the Customer as an Overage Product.

2.12 Third-Party Connectivity. Company will, in its reasonable discretion, allow third-party connectivity service provider selected by the Customer to provide connect to the Services. The Company will provision the cross-connection between the Services within the Site and to the Site's demarcation point where such third-party connectivity service provider connects its network infrastructure to. The Parties shall enter into a Services Order for the cross-connection supplied by the Company, and the Customer shall be responsible for the payment of the MRC therein stated. The Company shall not be responsible in any way for any third party connectivity services contemplated in this Section.

3. Customer Responsibilities

- 3.1. The Customer shall and is responsible for employing an appropriate level of risk mitigating measures to protect its business interests, such as implementing security precautions (including putting in place process to securely handle encryption keys), ensure the appropriateness of the Customer Data that is made subject to the Services; assess the criticality of the Customer Data and when reasonably determined, purchase Service features such as geodiversity. It is also Customer's responsibility to purchase any insurance, including business interruption insurance, to adequately protect the Customer's business in the event of any interruption of, or inability to access the Services. Customer understands that the Services are provided exclusively on the basis of this allocation of responsibility.
- 3.2. The Customer shall at all material times comply with the laws applicable and the terms of the Agreement, including the Acceptable Use Policy in regard to the Users' access and use of the Services.
- 3.3. The Customer is solely responsible for keeping its account permissions, billing, and other account information relative to the Services up to date with Company in accordance with Company's then current procedure, including through any Company's customer portal made available to the Customer. Company will only provide administrative or technical support to the Customer representatives listed and updated by the Customer ("**Customer Contact**") in relations to the Customer's account with Company and the Services. The Customer shall establish access and user management controls to limit Users access to the Services, including policies and procedures to control user IDs and passwords for the Services and only assign personnel with legitimate business reasons to access the Services.

[SLA follows]

Service Level Agreement

This SLA forms part of the Product Terms for Veeam Cloud Connect Services provisioned through the Company. If the Company is unable to meet the standard of performance for the Services set forth in this SLA, subject to the terms and conditions of this SLA and the applicable terms elsewhere in the Agreement (as this term is defined in the MSA), Customer shall be entitled to a service credit applicable to the affected Service. This SLA shall not apply in any situation where such standard of performance is not met due to factors caused by or exacerbated by the Customer (including its representatives or contractors) or conditions beyond the reasonable control of Company, including Force Majeure events. The standard of performance set forth herein does not apply to Scheduled Maintenance or Emergency Maintenance.

1. Service Impact

Subject to the terms of this SLA, each incident that a Service fails to meet the standard of performance set forth in the tables below shall be defined herein as a “**Service Impact**.” The following causes that impacts the Services in any way or results in a Service Impact incident does not qualify for the issuance of service credit under this SLA:

- (a) Software application installed by or on behalf of the Customer;
- (b) any work (for example, additional technical assistance) performed by Company at Customer’s request and direction;
- (c) failure of any network or internet infrastructure or technology outside Company’s Network that prevents or limits network access to the Services;
- (d) targeted attacks, including denial of service attack, hacker activity, or other malicious event or code targeted against Company, Company customer or the Customer (irrespective of DDoS mitigation services provided by Company);
- (e) delayed or lack of response by Customer to disruptions that require Customer’s participation for problem source identification and/or resolution;
- (f) where no trouble has been discovered by the Company;
- (g) Scheduled Maintenance or Emergency Maintenance;
- (h) acts or omissions of the Customer or Customer’s representatives or its other Users; or
- (i) Customer’s breach of its obligations under the Agreement.

Customer must report Service Impact to Company Support Team in a timely manner using the Company trouble ticketing system. Service Impact incident time begins when the Customer reports Service Impact and the Company is able to confirm such Service Impact, and ends when Company notifies the Customer that the Service Impact has been resolved and the Service is again operating with the applicable standard of performance.

2. Service Credits

Upon Customer’s request, for each incident of a Service Impact in any calendar month during the Term, a service credit as defined in the table below for the affected Service shall be applied to the Customer’s account. The Customer must request service credits in writing with the Company Support Team within fifteen (15) days of the last day of the monthly billing period in which the Service Impact occurred. Upon the Company’s investigation and confirmation that the applicable standard of performance for the Service

was not met, the Company shall issue and apply a service credit to the Customer's account in accordance with the service credit regime set forth in Table 1 and/or Table 2 below.

3. Outage Notification

Customer shall notify the Company if the Services do not meet the standard of performance set forth below by opening a trouble ticket with the Company Support Team within one (1) day for Service Impact incident relating to Table 2 below; and for Service Impact incident relating to Table 1, within five (5) days after the month the applicable standard of Service was not met; following which, the Company shall review and validate the Service Impact. If the Company determines that there is able to validate the Service Impact, the Company will record it as such in its system.

4. Standard of Performance for the Services

Table 1: Availability

SERVICE	AVAILABILITY	OBJECTIVE	SERVICE CREDIT
Cloud Connect	Less than 99.99%	Poll Service 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. If the Service gateway is DOWN perform the following calculation: Impact = SUM (DOWN_POLL) Deviation = Total time available during the monthly billing period in min. – Service Impact Availability = deviation / total time available during the monthly billing period in min. X 100	99.99% to 99.85% during the monthly billing period: service credit equal to 1/30th of the MRC for the affected Service. Less than 99.85% during the monthly billing period: service credit equal to the MRC for the affected Services.
Customer Portal	Less than 99.99%	Poll every five (5) min. for connectivity to the Customer Portal and record a value of UP or DOWN. Impact = SUM(DOWN_POLL) Deviation = Total time available during the monthly billing period in min. – Service Impact Availability = Deviation / Total time available in during the monthly billing period in Min. X 100	99.99% to 99.85% during the monthly billing period: service credit equal to 1/30th of the MRC for the affected Service. Less than 99.85% during the monthly billing period: service credit equal to the MRC for the affected Services.

Table 2: Service Impact Response Time and Resolution

SEVERITY LEVEL	RESPONSE TIME AND RESOLUTION	OBJECTIVE	SERVICE CREDIT
Service Impact Incident – Severity 1	Response and Resolution Time Target as indicated below.	When a Customer calls in = Live answer (24x7) When a Customer creates in trouble ticket with Company Support Team = Two (2) hours Service Impact Resolution Target: Six (6) hours	Service credit equal to one (1) day of pro-rated MRC for the affected Service up to a maximum of 50% of MRC for such affected Service during any monthly billing period.
Service Impact Incident – Severity 2	Response and Resolution Time Target as indicated below.	When a Customer calls in = Live answer (24x7) When a Customer creates in trouble ticket with Company Support Team = Two (2) hours Service Impact Resolution Target: fourteen (14) hours	Service credit equal to one (1) day of pro-rated MRC for the affected Service up to a maximum of 50% of MRC for such affected Service during any monthly billing period.
Service Impact Incident – Severity 3	Response and Resolution Time Target as indicated below.	When a Customer calls in = Live answer (24x7) When a Customer creates in trouble ticket with Company Support Team = Two (2) hours Service Impact Resolution Target: seventy-two (72) hours	Service credit equal to one (1) day of pro-rated MRC for the affected Service up to a maximum of 50% of MRC for such affected Service during any monthly billing period.
Service Request	Response Time Target as indicated below.	When a Customer calls in = Live answer (24x7) When a Customer creates in trouble ticket with Company Support Team = Two (2) hours Service Request Resolution Target: Five (5) business days (Monday to Friday 8 am to 8 pm EST)	Service credit equal to one (1) day of pro-rated MRC for the affected Service up to a maximum of 50% of MRC for such affected Service during any monthly billing period.
MACD Request	Response Time Target as indicated below.	When a Customer calls in = Live answer (24x7)	Service Level Objective only – No service credit.

		When a Customer creates in trouble ticket with Company Support Team = Two (2) hours MACD Request Resolution Target: Scoping performed on a case by case basis	
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4.1 Service Impact Incident Severity Levels:

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 Data 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.

Severity 2: Functionality of the Service is severely impaired that cause high impact to the Customer's operations resulting from degradation of critical component of the Services or total of loss non-critical component of the Services.

Severity 3: Partial loss of non-critical functionality of the Services. Low impact – no direct business impact to the Customer.

Service Request: A request from the Customer to the Corporate Support Team for information, or advice, or for a standard change not related to a Service Impact incident or a MACD Request.

MACD Request: These requests are not in scope and are handled as part of the Services by the Corporate Support Team for which the Company's then current remote hands Fees may apply.

4.2 Calculation for Response and Resolution Time Targets (except if SLO)

- i) Response Time: Response time will be measured from the time a Customer creates a trouble ticket for a Service Impact incident with Company Support Team to the time a Company employee updates Company's reporting system regarding the Service Impact and communicates (email permitted) to the Customer that such system has been updated.
- ii) Resolution Time: Resolution time will be measured from the time a Customer creates a trouble ticket for a Service Impact incident with Company Support Team to the time a Company resolves the Service Impact, updates the Company's reporting system and communicates (email permitted) to the Customer that the Service Impact incident has been resolved.

5. Claiming Service Credit and Limitations

The following terms apply to all claims for service credit:

- (a) Customer must report a Service Impact to Company by opening a Company trouble ticket, together with supporting details about such Service Impact.

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- (b) If the Customer believes that it has not correctly received the service credit, the Customer must submit a ticket within 14 days after receiving the service credit or being denied the service credit.
- (c) Period of Service Impact begins from the time the applicable trouble ticket is received, and the reported Service Impact is validated by Company using its internal monitoring tools.
- (d) Customers may not receive a service credit greater than one (1) day of MRC per Service affected by an incident of Service Impact or a series of Service Impacts; and in no event will the Customer receive service credit during any monthly billing period for any Service that is greater than the MRC for the affected Service. For clarity, Service Impact incident that spans from one (1) day to the next shall qualify for a maximum service credit equal to one pro-rated (1) day of MRC for the affected Service.
- (e) Service Impacts that arises from a related cause shall be defined as one (1) Service Impact incident for the purpose of calculating a service credit the Customer may be entitled to under this SLA.
- (f) Customer must be current and in good standing with its Company account to receive service credit; no service credit will be applied to the Customer account that is past-due or for accounts that are suspended or cancelled prior to an incident of Service Impact. Service Credit will not be applied against any past due balances.
- (g) Upon termination of the Service for which the service credit was applied to, any outstanding or previously accrued service credit will be forfeited. Once the service credit has been applied to the Customer account, such service credit will only be applied against the Fees that accrue for the Service affected by a Service Impact after such application.
- (h) The Service Credit shall be the Customer's exclusive remedy and Company's entire liability for any breach of the standard of performance for a Service (i.e.: Service Impact).