

PRODUCT TERMS: OBJECT STORE

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. **Definitions:**

“Availability” means the state of the Services when performing in accordance with standards set forth in the SLA.

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

“Data Centre” or **“Site”** a facility at a physical location from where the Services are provisioned from.

“Incident Management” means that further to a Service Impact incident being reported by (a) the Customer submitting a ticket through the customer Service portal (referred to as MyAccount); (b) the Customer creating a ticket with Company Support team; or (c) a ticket being generated by the Company’s Platform Monitoring and Alarming system, the Service Impact is assigned a case number and escalated internally by the Company Support Team for investigation and validation, and once validated, then escalation to resolution.

“Incident Management Resolution” means that the Service has been restored in accordance with the applicable standard in this SLA and the resolution has been communicated to the Customer.

“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 Remote Hands rates.

“Platform Monitoring and Alarming” means the tools/systems used by the Company to determine the availability of the Services.

“Response” means when a Company Support Team member updates the Service Impact ticket and communicates same to the Customer (i.e.: phone or email). The time for Response is measured from the time that the Company Support Team receives such ticket to the time of the Response.

“Self-Service” — Self Service means any operation carried out by the Customer using an available tool provided by the Company without submitting a trouble ticket or contacting the Company Support Team.

“**Service Availability**” means the statistics regarding Availability gathered by the Company through the Platform Monitoring and Alarming system regarding the availability of the Service gateway to the external network and underlying storage.

“**Service Request**” — Service Request means a request from the Customer to the Company Support Team for assistance that is included as part of the Services, such as request for information, advice or for a standard change not related to a Service Impact incident or a MACD Request.

“**Service Request Resolution**” means that the Service Request has been completed and the Company has communicated this to the Customer.

“**Services**” means the Company’s object store services involving the provisions of cloud storage that is designed to handle large amounts of unstructured data. The Services is also referred to an Object Store Services.

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 the applicable Service Order. The service level standards set forth in the accompanying SLA 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. Subscription Types. The two (2) types of subscriptions under the Services are as follows: (a) Standard user and (b) Principle user. These subscription types are more fully described in the Service Documentation. The Services shall be provisioned in accordance with the subscription type listed in the Service Order.

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 the implementation of encryption measures) that are commensurate to the criticality of the Customer Data to the Customer’s operations. 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.
- 3.4. Customer is solely responsible for establishing, management, testing, and execution of its business continuity & disaster recovery plan. Services do not backup or perform any data backup services of the Customer Data as part of the Services. The Customer shall take all the necessary measures to back up Customer Data in case of any loss or deterioration of Customer Data, whatever the cause. For greater certainty, the inclusion of data replication (as part of resiliency) shall not be considered data backup services
- 3.5. As Users access and use the Services over the internet, the Customer is responsible for configuring, managing, monitoring, and maintaining its network connections to the Services, including the availability, reliability and security therefor.

4. Services and Networking

- 4.1 The Customer shall manage the Customer Data through the use of a Customer acquired and managed software.
- 4.2 The Services include access to a shared internet connection with a maximum throughput up-to 250Mbps. Unless otherwise expressly stated in the Services Order, the Customer will access the Services by way of this shared internet connection.
- 4.3 The Customer is not entitled to and will not be granted physical access to the premises, facilities and infrastructure used to provision the Services.
- 4.4 Company will, in its sole discretion, allow third party network and access providers to provide connectivity to the Customer's Services. The Company will reasonably provision the cross-connection between the Services and such third party connectivity provider. The Customer is responsible for all charges for cross-connection supplied by the Company. The Company will not provide support, guarantee performance, be responsible, or make any representations or warranties for such third party connectivity services.

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- 4.5 The Services are subject to fair use. Customer may not disrupt the use of other users of the Services. Company shall other users of the Services to adversely affect Users use of the Services; this includes limiting monopolization of bandwidth, disk I/O, CPU and other Service resources. Any action by taken by the Company in this regard shall not constitute a Service Impact that is subject to a service credit.
- 4.6 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.
- 5. **Software License Grant.**
 - 5.1 The Customer's use of Microsoft software is subject to Microsoft's End User License Terms at [https://myaccount.datacentres.rogers.com/legal/SPLA2013EndUserLicenseTerms\(WW\)\(ENG\)\(Apr2014\)\(CR\).pdf](https://myaccount.datacentres.rogers.com/legal/SPLA2013EndUserLicenseTerms(WW)(ENG)(Apr2014)(CR).pdf). This license is subject to and subordinate to the underlying End User License Agreement (EULA) noted below in this Section.
 - 5.2 License provided by Company to the Customer hereunder is solely permitted for use with the Services. Upon termination the Services for any reason, these licenses shall automatically terminate, and Customer shall have no further rights thereto. For greater clarity, "Customer" in the above paragraph shall also include its other Users.
 - 5.3 The Customer is responsible for reporting to Company any changes to their use of the Services impact their compliance with any software EULA. In any event, the Customer shall be is liable for any incremental software licensing costs incurred by the Company as a result of such changes.

[SLA follows]

Service Level Agreement

This SLA forms part of the Product Terms. 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 the network directly operate by or for the Company;
- (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 or Service Impact that require Customer’s participation for problem source identification and/or resolution;
- (f) where no trouble or Service Impact 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 Customer Care 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 Customer Care Team within fifteen (15) days of the last day of the calendar month 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 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 Power Availability Standard and five (5) days for any Service Impact incident relating to Incident Management Response Time and Resolution Standard, following which, the Company shall validate the such Service Impact incident. If the Company determines that there is a Service Impact incident, the Company will record it as a Service Impact incident in its system.

4. Standard of Performance for the Services

Table 1 – Power Availability Standard

	Monthly Standard	Objective	Service Level Credit
Object Store Availability	99.99%	Poll Service gateway every 5 min. for connectivity to the Internet or Wide Area Network (WAN) and to Storage, then records a value of UP or DOWN. If Service gateway is DOWN, perform the following calculation: Impact = SUM(DOWN_POLL) Deviation = Total time available in the a monthly period in Min. – Impact Availability = Deviation / Total time available in the Month in Min. X 100	99.99% to 99.85% in a monthly period = Company will issue a service credit to the Customer in an amount equal to 1/30th of the MRC for the affected Service Less than 99.85% Monthly = Company will issue a service credit to the Customer in an amount equal to 50% of MRC for the affected Service.
Customer portal - MyAccount Portal (MyAccount API and MyAccount Web Portal)	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 a monthly period in Min. – Impact Availability = Deviation / Total time available in the Month in Min. X 100	99.99% to 99.85% in a monthly period = Company will issue a service credit to the Customer in an amount equal to 1/30th of the MRC for the affected Service Less than 99.85% Monthly = Company will issue a service credit to the Customer in an amount equal to 50% of MRC for the affected Service.

Table 2: Incident Management Response Time and Resolution Standard

Severity Level	Response Time and Resolution	Standard	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 into Customer Support Team 24x7 = Live answer	Company will issue a service credit to the Customer in an amount equal to 1/30th of MRC for the affected Service.

		When a Customer creates ticket in Customer portal (or MyAccount Portal or with Customer Support Team) = Two (2) hours Incident Management Resolution Target: Six (6) Hours	
Incident Management – Severity 2	Response Time Target and Incident Management Resolution Target as indicated below.	Response Target Metric: When a Customer calls into Customer Support Team 24x7 = Live answer When a Customer creates ticket in Customer portal (or MyAccount Portal or with Customer Support Team) = Two (2) hours Incident Management Resolution Target: Fourteen (14) Hours	Company will issue a service credit to the Customer in an amount equal to 1/30th of MRC for the affected Service.
Incident Management – Severity 3	Response Time Target and Incident Management Resolution Target as indicated below.	Response Target Metric: When a Customer calls into Customer Support Team 24x7 = Live answer When a Customer creates ticket in Customer portal (or MyAccount Portal or with Customer Support Team) = Two (2) hours Incident Management Resolution Target: Seventy-two (72) Hours	Company will issue a service credit to the Customer in an amount equal to 1/30th of MRC for the affected Service.
Service Request	Response Time Target as indicated below.	Response Target Metric: When a Customer calls into Customer Support Team 24x7 = Live answer When a Customer creates ticket in Customer portal (or MyAccount Portal or with Customer Support Team) = Two (2) hours Service Request Resolution Target: Five (5) Business Days (Monday to Friday 8am to 8pm EST)	Company will issue a service credit to the Customer in an amount equal to 1/30th of MRC for the affected Service.
Move/Add/Change/Delete (MACD) Request	Response Time Target as indicated below.	Response Target Metric: When a Customer calls into Customer Support Team 24x7 = Live answer When a Customer creates ticket in Customer portal (or MyAccount Portal or with Customer Support Team) = Two (2) hours MACD Request Resolution Target: Scoping performed on a case by case basis	Objective standard only – no service credit

4.1 Incident Management Severity Levels (Table 2):

- (a) 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.
- (b) Severity 2: Major functionality is severely impaired. High impact; and Degradation of critical Service or total of loss non-critical Services.
- (c) Severity 3: Partial, non-critical loss of functionality of the Services. Low impact – no direct business impact; and Non-critical services affected.
- (d) Service Request: A request from the Customer to the Company Support Team for information, or advice, or for a standard change not related to an Incident or a MACD (Move/Add/Change/Delete).
- (e) Move/Add/Change/Delete (MACD) Request: Are requests which are 'add-ons' or compliment the Services. These are requests that are not in scope to be handled as part of the Service by the Company Support Team and are supported by billable Fees (i.e.: Remote Hands) or by way of a separate Service Order. Deletions are removals of a partial 'add-on' or primary service, which result in a change of to the MRC or the Services.

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

- (a) Response time will be measured from the time a Customer calls or creates a Service Impact incident ticket in MyAccount Portal (Customer portal) or with Company Support Team, to the time a Company employee updates such ticket in the Company's support system, speaks with or emails the Customer.
- (b) Service Impact resolution will be measured from the time a Customer calls or creates a Service Impact incident ticket in MyAccount Portal (Customer portal) or with the Company Support Team, to the time a Company employee updates the Company support system ticket informing the Customer the incident is 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 the Company by opening a trouble ticket through Customer portal or with Company Support Team, together with supporting details about such Service Impact.

- (b) If the Customer believes that it has not correctly received the service credit, the Customer must submit a ticket to Company Support Team 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 by Company Support Team, 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).