

PRODUCT TERMS: DEDICATED BACKUP SERVICES

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 state of the Services when performing in accordance with service level standards set forth in the SLA.

If a Service Impact (as this term is defined in the SLA attached hereto) condition is detected by the Company, the Services will be deemed not to be available during the period of such Service Impact. Availability is calculated as the total number of minutes that the Services were unavailable during a specific month, divided by the total number of minutes in the specific month, multiplied by hundred (100) (for the percentage).

“Backup Window” means the portion of the day where backups can occur.

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

“Company DC” or **“Data Center”** means the land and the building where the Services are provisioned from, and includes the structures, machinery, equipment and common areas situated thereon or therein.

“Geo-diverse Data Centre” means a Company data centre location physically diverse from the Primary Data Centre.

“Recovery Point” means the Customer defined moment in time at which the Customer Data is saved and can, if necessary be used to restore the Customer’s systems that are made subject to the Services by the Customer.

“Primary Data Centre” means the Company data centre location in which both the Customer’s infrastructure is located.

“Protected Data” means the Customer Data designated by the Customer to be backed-up by the Services hereunder.

“Services” means the provisions of the Company’s services set forth in an applicable Service Order relating to the backing-up of the Customer Data via online network connectivity to one (1) or more of the Company data centres as more fully described in these Product Terms and

applicable Service Documentation. These Product Terms apply to the Company's provisions of Services for the Customer known as Dedicated Backup 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 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 Service Features. The following standard and optional features are available with the Services:
 - (a) Standard Features
 - Backup Storage. Services have a defined amount of backend (GB) capacity as indicated in the Services and Service Documentation.
 - Standard 15 Day Retention Policy. The standard retention policy for servers, virtual machines, file systems, and applications is fifteen (15) days. Daily backups are retained for seven (7) days. Once every seven (7) days a synthetic full backup is made and retained for an additional seven (7) days.
 - Daily Backup Frequency. The standard backup frequency for servers, virtual machines, file systems, and applications is once every twenty-four (24) hours
 - Supported Applications. Data can be data from a wide range of applications, including Windows file systems: Active Directory: Databases such as; Microsoft SQL, MySQL, Microsoft Exchange.
 - Backup Restoral. At the Customer's written request, the Company will evaluate the restore activity into two categories: if the restore is for less than ten percent (10%) of the total frontend (GB) data, then the Customer may request up to two (2) restores for the Protected Data within a calendar month. If the restore is larger than 10% of the total frontend (GB) of data the Customer may request one (1) restore per calendar month. The Company will reasonably and in a timely manner work together workout the restoration activities. If the Customer does not have a disaster recovery (DR) or recovery plan, the Customer may accrue fees associated with duplicate restores or consulting work. The Customer is responsible for providing a suitable storage target that includes connectivity and sufficient storage to recover the Protected Data. All restores performed as part of the Services are by default in-place restores.

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- **Dedicated Backup Reporting.** The Customer will receive a daily email outlining the quantity of the Protected Data per Customer system. The Company will notify the Customer in the event that the amount of backed-up Protected Data exceeds eighty percent (80%) of the Services storage capacity.
- **Dedicated Backup Customer Portal.** Customers may initiate their own restoration of the Protected Data from a Company provided portal; however, the Company provides no change management support in the event. All such Customer initiated activities are logged within the Company's systems.

(b) Optional Features

- **Geodiversity.** For additional backup security, the Services are available from Geo-diverse Data Centre.
- **30 Day Retention Policy.** The retention policy for servers, virtual machines, file systems, and applications can optionally be specified to thirty (30) days. Daily backups are retained for 7 days. Once every 7 days a synthetic full backup is made and retained for an additional twenty-one (21) days. 30 days retentions should be sized at 1:5 of frontend to backend ratio at minimum.
- **Custom Retention Policy.** Under a separate professional services statement of work, the Parties may create a customized retention policy. Custom retention policies should be sized at 1:8 of the frontend to backend ratio at a minimum.
- **Long Term Storage.** Upon Customer's written request (ad hoc or on a recurring schedule) a synthetic full backup will be copied to the Company's Object Store Service. Standard Object Storage Service rates apply.
- **Data Encryption.** Backup data can be encrypted in transit and/or at rest.

(c) The standard and optional features of the Services are more fully described in the applicable Service Documentation.

2.4 Company's personnel will perform administrative activities on the Service platform, but will not have access to Customer Data in readable format.

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; appropriate management of access credentials to the Services; and assess the criticality of the Customer Data, and if reasonably determined, purchase optional 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 a timely manner by way of the Company Support Team. Company will only provide administrative or technical support to the Customer representatives listed and updated by the Customer in relations to the Customer's account with Company and the Services ("**Customer Contact**"). 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. 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 then 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 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 in Table 1 (Response Time) and Table 2 (Recovery Point) by opening a trouble ticket with the Company Support Team; for standard of performance issues relating to Table 1, the Customer will open a trouble ticket within five (5) days of a Service Impact and for standard of performance relating to Table 2, the Customer will open a trouble ticket within one (1) Business Day of a Service Impact, following which, the Company shall validate the 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

(a) Table 1 – Response Time

METHOD OF CONTACT	RESPONSE TIME STANDARD	SERVICE CREDIT
By telephone to the Company Support Team	Within 5 minutes	One (1) day of pro-rated MRC for each separate Service Impact incident that lasts for cumulative sixty (60) minutes or fraction thereof, up to a maximum of fifty percent (50%) of the MRC for the affected Services.
By opening / submitting trouble ticket	< 2 hours	One (1) day of pro-rated MRC for each separate Service Impact incident that lasts for cumulative sixty (60) minutes or fraction thereof, up to a maximum of fifty percent (50%) of the MRC for the affected Services.
By email to Company Support Team	< 4 hours	One (1) day of pro-rated MRC for each separate Service Impact incident that lasts for cumulative sixty (60) minutes or fraction thereof, up to a maximum of fifty percent (50%) of the MRC for the affected Services.

(b) Table 2 – Recovery Point

		SERVICE CREDIT
Recovery Point	Company will create a Recovery Point for the designated Customer Data no less frequently than once per forty-eight (48) hours	Service credit equal to one (1) day of pro-rated MRC for the affected Service for each cumulative twenty-four (24) hours or fraction thereof in excess of the stated service standard, up to a maximum of 50% of MRC for the affected Service.

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.
- (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, 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).