

This document sets out provisions with respect to Data Centre and Cloud products and/or services provided by Rogers Communications Canada Inc. (“**Rogers**”) pursuant to a Rogers for Business Agreement (the “**Agreement**”). The applicable terms set forth below form an integral part the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

By clicking on the links below, you will be redirected to the terms that are relevant for each named product and/or service.

[Colocation Services](#)

Colocation Services

The following terms pertain specifically to Colocation Services supplied by Rogers to you. Rogers owns and operates sixteen (16) multi-tenant data centres across Canada (see Diagram 1 below) in which Rogers Colocation Services are provided. These data centres are connected by Rogers' wholly owned nationwide 25,000-kilometre fibre optic network with connectivity to key network access points in the U.S. and overseas. Over eighty percent (80%) of all Canadian businesses are within 200 kilometres of a Rogers data centre. Rogers Colocation Services provide you with a data centre environment equipped to handle the increased processing power, virtualization and low-latency requirements of the rapidly challenging business IT environment. Rogers Colocation Services have the following features:

1. **Secure Facilities.** The Colocated Sites are unmarked facilities with single secure entrances for customers and their staff. The majority of Colocated Sites are equipped with a two-stage biometric authentication process, such as iris-scanners and encrypted access cards. The Colocated Sites have one hundred percent (100%) CCTV security cameras (low-light technology) to monitor the facility interiors and exteriors on a 24x7 basis. The Colocation Services are provided in individually locked cabinets.



Diagram 1: Rogers Data Centres

2. **Power Backup.** The Colocated Sites are equipped with N+1 power redundancy, uninterrupted power supply (UPS) systems, and high-capacity continuous run diesel generators with fuel for a minimum of 24 hours of operation.
3. **Redundant Cooling System.** The Colocated Sites are equipped with N+1 cooling redundancy, computer-controlled compressors, humidity control systems, hot aisle/cold aisle containment and perforated cabinet doors for enhanced temperature control.
4. **Fire Suppression.** The Colocated Sites are equipped with two-stage, pre-action dry pipe sprinkler systems and/or gas suppression (extinguishes fire without water).
5. **Tier III.** The Colocated Sites include multiple Tier III Data Centres and the first Tier III designed and constructed Uptime Institute-certified Data Centre in Canada.
6. **Certifications.** The certifications on the Colocated Sites and Colocation Services include PCI DSS, ISAE 3402 Type II, SSAE 16 SOC 1 Type II and CSAE 3416 Type II certifications.
7. **Network Access.** As a Carrier Neutral Colocation Service provider network access can be provided over Rogers' national fibre optic network or any other network provider with connectivity into the facility.

Product Terms and Conditions

1. **Termination Fees.** If you terminate the Colocation Services for any reason other than as permitted under the Agreement, or if Rogers terminates the Colocation Services for cause as permitted under the Agreement, you 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 average monthly charges for the terminated Service(s) (as determined over the previous three months) multiplied by the number of months remaining in the Service Term from the effective date of termination;
 - (b) any cost which Rogers must continue to pay to third parties for the remainder of the applicable Service Term as a result of the early termination of the applicable Services that exceeds the amount set out in (a) above, and
 - (c) a lump sum representing the amortized remainder of any waived or discounted installation or one-time charges associated with the terminated Service(s) in consideration of your commitment to the Service Term for such Services.

Where you terminate the Services prior to the expiration of the applicable Service Term, you must either return all Rogers Equipment associated with the Services to Rogers, or pay Rogers for the fair market value of such Rogers Equipment.

Such termination liability shall be payable on the effective date of any and all terminations.

2. **Rates and Charges.**

- 2.1. You are responsible and agrees to pay for all Fees for all Colocation Services, including the monthly recurring charges set out in any applicable Agreement, professional service charges set out in an Agreement and all other charges incurred in the use of the Services, regardless of who used the Services. You are solely responsible in the event of charges arising from fraudulent and/or unauthorized use of Customer Equipment, Rogers' Equipment or Services by a third party.
- 2.2. The monthly recurring charges set out in the Agreement represent minimum charges. You are responsible for all charges for excess usage beyond the minimum monthly recurring charges billed at a 25% premium above the monthly rate. Unless otherwise specified, there are no limits or restrictions on usage.
- 2.3. Professional Services offered by Rogers to complete specific work requested by you are subject to additional charges and require your approval of an Agreement. Applicable charges include, but are not limited to, travel, living and miscellaneous expenses. You will also be responsible for all costs associated with the purchase, lease and, or subscription of any software, hardware or related equipment required to fulfill such Professional Services.
- 2.4. Rogers reserves the right to change rates for any and all Colocation Services upon the provision of ninety (90) days' written notice to you in the event of a substantial increase in underlying supplier costs or costs to provision the Colocation Services.
- 2.5. You must pay invoices within 30 days of the date of our invoice. Late payment charges are set out on your invoice, and are subject to change without notice.

3. **Professional Services Statements of Work.**

- 3.1. In respect of any professional services to be performed by Rogers ("**Professional Services**"), you and Rogers shall enter into a specific Agreement for such Professional Services.
- 3.2. Each such Agreement shall include, to the extent applicable:
 - 3.2.1. Project identification and the agreed scope of the Professional Services;
 - 3.2.2. The commencement date for the Professional Services and the period of performance for the Professional Services under the Professional Services Agreement;
 - 3.2.3. Any project assumptions, and any resource commitments and responsibilities required from you in addition to those set forth in the Agreement;

3.2.4. Intellectual property rights of the parties to the extent they differ from the rights set out in the Agreement; and

3.2.5. Any other information or agreements deemed relevant by the parties.

3.3. Each Statement of Work shall be executed by the Parties, and is incorporated by reference into and shall form part of the Agreement. The Parties may agree at any time in writing to amend any Statement of Work by way of a Change Request.

3.4. As part of its fulfillment of its obligations under any Statement of Work, Rogers may outsource some or all of the work to be performed to a third party. In such case, Rogers shall be responsible for the delivery of the Professional Services by the third party, and shall manage the relationship with the third party. The fees associated with the delivery of the Professional Services by the third party shall be included in Rogers' fees, and shall be payable by you as if the Professional Services were performed by Rogers.

4. **Services and Networking.**

4.1. **Domain Name Service.** You will arrange the required domain name service (DNS) for any Services that you desire to be accessible by hostname over the Internet. Rogers will, upon your request, provide DNS with a Service only if it is contracted to provide your network access to a Service. You are responsible for all charges for DNS provided by Rogers.

You may use a domain name or subdomain name that is already registered under your business name. You shall be solely responsible for any domain registration fees, maintenance fees and taxes incurred in connection with your domain names. You may also use Rogers provided DNS services, subject to applicable Rogers' charges.

4.2. **Network Access.** Where requested by you, Rogers will provide network access to the Colocation Services. Such network access will be provided in accordance with the terms relating to such network access, as stated in the applicable Agreement.

4.3. **Data Centre Carrier Neutrality.** Rogers will, in its sole discretion, allow third party network and access providers to provide connectivity to your Colocation Services. Rogers will provision the cross-connection between the Space and the third party connectivity provider. You are 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.

4.4. **Data Retention.** Rogers shall not provide or guarantee any data backup or data storage of content. You are solely responsible for providing any data storage, data backup and archival history with respect to the Customer Equipment and its content, including all measures to ensure data retention following termination of the Colocation Services. At your request, Rogers' personnel will (i) exchange back-up tapes within a Rogers-provided tape drive located in the Space; and (ii) provide storage Space for the back-up tapes. You will be responsible for any additional charges related to off-site storage of data backup, if required.

4.5. **Remote Hands.** Rogers will make available personnel ("**Remote Hands**") who will, upon your request and Rogers' personnel availability, provide non-technical support and assistance related to the Customer Equipment or Space. Rogers will respond to a reasonable number of requests based on the size of the installation, and response times will be based on a best-efforts basis. Remote Hands will act only upon request and direction from you. Rogers is not responsible or liable for any consequences of the actions performed upon your request by Remote Hands.

3.6 **Responsibility for End-users.** You shall be solely responsible for providing your services, technical support, pricing and service plans, billing and collections, and any and all other services to your end-users, and Rogers shall have no obligations or liability whatsoever to End-users in relation to the Colocation Services.

5. **Customer Equipment.**

5.1 **Set-up and Ongoing Maintenance.** You shall, at its own expense, supply, order, install, configure, engineer, troubleshoot, and maintain all of the Customer Equipment, including cabling and termination devices necessary to support network access. Unless otherwise stated in the Agreement, Rogers shall

not provide any such services or provide any installation assistance. Console access to the Customer Equipment may, at Rogers' discretion, be provided with the Colocation Services. Upon completion of installation or maintenance on Customer Equipment, you shall remove all of its installation tools and material from the Space and Colocation Site, and shall restore the area around the Space to its pre-installation condition.

Rogers is not responsible to you for providing, or for any costs or expenses associated with providing any administrative, technical, emergency or support personnel or services necessary for dealing with Rogers or for providing and maintaining the content and/or operating system on the Customer Equipment. In only a legitimate emergency situation, and only upon specific requests for assistance from your authorized contact, Rogers may, in its sole discretion, provide system administration assistance to you, but only on a strictly limited basis as determined by Rogers, and provided that you agree to pay an additional fee for such requested Rogers' assistance.

5.2 Relocation of Customer Equipment. Relocation of the Customer Equipment to another part of the Colocated Site or another Colocated Site, if requested by you and approved by Rogers, shall be performed by you or your subcontractors at your expense. Rogers is not responsible for network access disruptions caused by Customer Equipment relocation requirements.

5.3 Removal of Customer Equipment.

5.3.1 Except as provided in the subsection below, you shall remove all items of the Customer Equipment located in the Space within thirty (30) days of the date of termination of the Colocation Services. If Customer Equipment has not been removed after 30 days, Rogers will apply a premium storage rate calculated as 200% of the monthly recurring charges for Colocation Services. In the event the Customer Equipment is not removed within 90 days of termination of the Colocation Services, it will be considered abandoned; and Rogers may, without liability to you, remove the Customer Equipment and charge you for storage costs, plus any past due fees or charges. If any of the Customer Equipment is not retrieved by you within 90 days of termination of the Colocation Services, Rogers may exercise all rights of ownership over such Customer Equipment, including the right to sell same and retain possession of any sale proceeds.

5.3.2 In the event that you fail to pay amounts when due as set out in the Agreement, in addition to all remedies set out in the Agreement, Rogers may deny you access to the Space, and remove the Customer Equipment from the Space, and secure the Customer Equipment and retain possession thereof as security for the payment of any amounts owed by you for Colocation Services under the Agreement. If payment of amounts owed is not made within a thirty (30) day period of such removal, Rogers will exercise all rights of ownership over such Customer Equipment, including the right to sell same and retain possession of any sale proceeds.

6. Security Access and Fraud.

6.1. You agree to implement, and is wholly responsible for implementing, security precautions and practices in relation to the use of the Services. You are solely responsible for any non-physical security breach or unauthorized usage of the Services, Customer Equipment, including unmanaged Rogers Equipment, and your accounts.

6.2. Rogers shall limit access to the Space and take reasonable security efforts to prevent unauthorized access to the Customer Equipment. Rogers may reasonably assist in network security breach detection or identification, but shall not be liable for any inability, failure or mistake in doing so. Notwithstanding any action of Rogers, you are solely responsible for security of your data.

6.3. Rogers will utilize best practices, as determined by Rogers, to identify security breaches. Rogers provides absolutely no guarantees in relation to its efforts to identify security breaches and is not liable for any security breach that occurs despite its efforts.

6.4. You will provide Access Control and User Management Controls and rules to Rogers that identify individuals that have access to the Space, account administration, security, technical and, or billing rights ("**Access Control and User Management Controls**").

- 6.5. Changes to the Customer Access Control and User Management Controls require the provision of a secure user name and password designed by you. Credentials designated by you must utilize strong security traits (e.g. upper and lower case values, numeric and non-numeric values). You are responsible for credentials and must keep credentials secure and confidential.
- 6.6. Rogers will track all access to your Services through the online ticketing system and will ensure that they have all necessary documented approvals from you prior to accessing or changing your Services. When the situation is considered a security breach or could have serious consequences, Rogers will notify you and will act on your behalf if Rogers is unable to get correct approvals in a timely manner to deal with the threat.
- 6.7. You agree to co-operate and assist Rogers with any investigation or action taken in relation to Rogers' operations and provisioning of services, confirmation of your compliance with the Agreement and, or breach of the Agreement by you.
- 6.8. In the event of any emergency that presents a substantial 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 the Customer Equipment as is reasonably necessary to respond to the emergency. Additionally, and only as necessary, Rogers may disconnect Customer Equipment if the emergency requires such disconnection to avoid damage. Rogers shall use commercially reasonable efforts to notify you prior to rearranging the Customer Equipment or disconnecting the Customer Equipment, and in any case will notify you thereafter.

7. Site Access.

- 7.1. Rogers will provide certain Space to house the required Customer Equipment. Any request for additional Space is subject to certain availability requirements. You shall not acquire any interest in, nor file any liens upon, the Space, the Rogers' Equipment (save and except for the Customer Equipment), any portion of the Colocated Site as a result of the Agreement or its termination for any reason contemplated in the Agreement.
- 7.2. Rogers shall provide reasonable commercial physical access to the Space for only such authorized individuals identified through your Access Control and User Management Controls, subject to the terms and conditions of these terms. You shall give a minimum of four (4) hours advance notice where possible to the 1) Corporate Support Team for access to any Colocated Site or 2) the Network Operations Centre, as instructed by Rogers, unless otherwise indicated by Rogers. Rogers shall provide access to the Customer Equipment from both the front and rear of the Space on a twenty-four (24) hour per day, seven (7) day per week basis, subject to the conditions set forth herein, provided that in case of a Rogers' emergency, such access may be delayed and Rogers will provide a reasonable estimate of the duration of such delay. A Rogers' escort may be required to accompany your authorized individuals to the Space. You are fully responsible for the acts or omissions of your personnel, and that of your agents, inside the Colocated Site.
- 7.3. All visitors must present a valid, government issued photo ID and be authorized in advance by you, subject to Rogers' approval, to access the Space. If Rogers records indicate that a visitor is not a designated as an authorized visitor by you, the visitor will not be granted access to the facility.
- 7.4. All emergencies noted at the Colocated Site by you, including, but not limited to, smoke, fire or other dangerous conditions, must be immediately reported to the Rogers' security desk.
- 7.5. All suspicious behaviour at the Colocated Site, such as unauthorized access, missing or damaged property or unruly behaviour must be immediately reported to the Rogers' security desk. All suspicious situations and concerns will be addressed by Rogers' personnel.
- 7.6. Rogers reserves the right to inspect the Space upon the provision of reasonable advance notice and with you, or your authorized individual, present.

7.7. Smoking is not permitted in the Colocated Site and all posted instructions must be obeyed at all times. Food and beverages are not permitted on the raised floor area of the Colocated Site, and the Space must remain clear of clutter and any potential hazardous material.

8. Insurance.

You shall provide proof of insurance if requested prior to installation of Customer Equipment in the Space and maintain such insurance at all times during the Service Term for Colocation Services. Proof of insurance shall be provided by delivery of certificates of insurance to Rogers showing the following types of insurance, in the following minimum amounts, which insurance shall be issued by companies which have a Best’s Key Rating of least A:

- Commercial general liability insurance including coverage for personal injury, bodily injury, death, contractual liability and broad form property damage, including loss of use of property, occurring in the course of or in any way related to your operations, in the amount of not less than \$1 million combined single limit per occurrence or such other reasonable amount that Rogers may require from time to time;
- employer’s liability insurance with the limit of not less than \$1 million per occurrence or such other reasonable amount that Rogers may require from time to time; and
- Standard form property insurance insuring against the perils of fire, vandalism, and malicious mischief extended coverage (“all risk”) covering the Customer Equipment located in the Space in an amount not less than its full replacement value.

Rogers and its landlord for each Colocated Site shall not insure or be responsible for any loss or damage to property of any kind owned or leased by you or your employees, servants, and agents, including but not limited to the Customer Equipment. The maintenance of insurance by you shall not affect or limit the extent of the your liability under this Agreement.

Rogers shall be named as an additional insured on the policies required above. The certificates of insurance shall not be canceled, non-renewed or decreased, during the Service Term for Colocation Services, without at least 30 days’ prior written notice to Rogers. Any insurance policy covering the Customer Equipment against loss or physical damage shall provide that such insurance shall be primary and non-contributing with any other insurance available to Rogers.

Product Service Level Agreement (“SLA”)

1. **Policy.** If you experience performance of the Rogers Colocation Services that does not meet the applicable metrics set out in this SLA, then Rogers will issue you a Service Credit. All defined terms are set out below or in the Agreement.

2. Power Availability

2.1 **Power Availability SLA.** Rogers will provide power to the Space as set out in Table 1 below, excluding Acceptable Downtime. Redundant power configuration means that the Services must utilize and consume power directly from both A and B Power Distribution Unit (“PDU”) circuits.

	Power Availability
Redundant Power Configuration	100%
Non-Redundant Power Configuration	99.99%

Table 1: Power Availability

2.2 **Reporting of Outages.** Unless Rogers notifies you of an Out of Service condition for Power Availability, you must open a trouble ticket with Rogers Customer Care within one (1) Business Day of any Out of Service condition in order to be eligible for the Power Availability SLA.

2.3 **Power Availability Service Credit.** Upon your written request made within fifteen (15) days following the end of the month for which Service Credit is sought and Rogers’ confirmation that the Power Availability SLA was not met, your account shall be credited for one day of pro-rated monthly recurring charges for the impacted Colocation Services for each cumulative sixty (60) minutes or fraction thereof, of Out of Service

Power Availability in excess of the SLA set out in Table 1 above, up to a maximum of fifty percent (50%) of the monthly recurring charges for the impacted Colocation Services.

3. **Climate Control Availability**

3.1 **Climate Control Availability SLA.** Rogers will provide conditioned air within the temperature and humidity range specification set out below in Table 2 to the Colocated Site, within a plus or minus 5 degrees Fahrenheit and plus or minus 5% humidity range, 100% of the time in a given month, excluding Acceptable Downtime.

Climate Control Availability consists of the number of minutes that the controlled environment for the raised floor portion of the Colocated Site was available, excluding Out of Service Conditions outside of the Acceptable and Available ranges set out in Table 2 below for a period greater than sixty (60) minutes.

Temperature	Humidity	Range
< 64F / 17.8C	< 30%	Unavailable
Up to 67F / 19.4C	Up to 30%	Acceptable
Up to 72F / 22.2C	Up to 35%	Available
Up to 78F / 25.5C	Up to 50%	Available
Up to 83F / 28.3C	Up to 55%	Acceptable
> 83F / 28.3C	> 55%	Unavailable

Table 2: Climate Control Availability

3.2 **Reporting of Outages.** Unless Rogers notifies you of an Out of Service condition for Climate Control Availability, you must open a trouble ticket with Rogers Customer Care within one (1) Business Day of any Out of Service condition in order to be eligible for the Climate Control Availability SLA.

3.3 **Climate Control Availability Service Credit.** Upon your written request made within fifteen (15) days following the end of the month for which a Service Credit is sought and Rogers' confirmation that the Climate Control Availability SLA was not met, your account shall be credited for one day of pro-rated monthly recurring charges for the impacted Colocation Services for each cumulative sixty (60) minutes or fraction thereof, of Out of Service Climate Control Availability in excess of the SLA set out in Table 2 above, up to a maximum of fifty percent (50%) of the monthly recurring charges for the impacted Colocation Services.

4. **Service Level Agreement Conditions.** Notwithstanding the limitation of liability clause in the Agreement, the remedies set out herein are your sole and exclusive remedy for any failure or interruption in the Colocation Services.

You will 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 will be defined as one Out of Service condition for the purpose of the Service Credit that you will be entitled to as outlined within this SLA.

Service Credits under this SLA cannot be combined with other Service Credits, refunds, guarantees, warranties or other agreements you have with Rogers to total an amount that exceeds 100% of the your monthly recurring service fee for the affected Colocation Services in any given calendar month.

Definitions

The following definitions are used in relation to Colocation Services. Any capitalized terms not defined below are defined in the Agreement.

Acceptable Downtime. In calculating whether or not Rogers has met the commitments in any specific month lack of availability owing to downtime for any of the reasons set out below will not be factored into the SLA calculations:

- o Scheduled Maintenance;
- o Your failure to materially comply with its obligations as defined in the Agreement, including failure to pay valid past-due amounts; order suspensions due to your credit worthiness;

- failures of your applications or Customer Equipment not within the sole control of Rogers or a party under contract with Rogers to provide services in connection with the Agreement;
- your acts or omissions or any use or user of the Colocation Services authorized by you and, or
- during an event of Force Majeure, as described in the Agreement; and
- power consumption that exceeds the power rating load or that does not maintain adequate balance across A and B PDU circuits (for the Power Availability SLA only).

Climate Control Availability. Climate Control Availability means the percentage of time during a specific calendar month that the climate control (temperature and humidity) to a particular Colocated Site is within Acceptable or Available parameters, as set out in these terms. Climate Control Availability is based on ticket information from Rogers Customer Care.

If an Out of Service condition is detected or reported on a specific temperature or humidity control, the climate control will be deemed to be unavailable for the length of the Out of Service condition. Climate Control Availability is calculated as the total number of minutes that the climate control was unavailable for a particular Colocated Space during a specific month, divided by the total number of minutes in the specific month, multiplied by hundred (100) (for the percentage).

Colocated Site. Colocated Site means the physical location in which Space for Customer Equipment is made available by Rogers, as specified on the Agreement.

Corporate Support Team. Corporate Support Team means the technical support group at Rogers' responsible for handling all support requests from you for the Colocation Services.

End-user. End-user means any person enabled, through a data connection over the internet, to access, use, purchase, download, or otherwise interact with your content, which is located on or distributed by means of the Customer Equipment.

Network. Network means the TCP/IP-based data communications network (including all hardware, software, telecommunications facilities and equipment) owned and operated by Rogers.

Power Availability. Power Availability means the percentage of time during a specific calendar month that the power supply to a particular Space is available. For redundant power configuration, failure of both A and B PDU circuit(s) at the same time will be considered an Out of Service condition for Power Availability. Power Availability is based on ticket information from Rogers Customer Care.

If an Out of Service condition is detected or reported on a specific power supply, the power supply will be deemed to be unavailable for the length of the Out of Service condition. Power Availability is calculated as the total number of minutes that the power supply was unavailable during a specific month, divided by the total number of minutes in the specific month, multiplied by hundred (100) (for the percentage).

Scheduled Maintenance. Scheduled Maintenance means any maintenance activities performed on the infrastructure to which your Services are connected provided that you shall be given at least forty-eight (48) hours' advance notice of such maintenance activities. Such activities are typically performed during the standard maintenance window on Tuesdays, Thursdays and Sundays from 12AM to 7AM local Time.

Space. Space shall mean the Colocated Site where shelving Space and/or one or more equipment cabinets (or "racks") are set-aside for the Customer Equipment.