

Veeam Backup for Microsoft 365 as delivered by Rogers

The following terms apply to your purchase of Veeam Backup for Microsoft 365 delivered by Rogers, provided by Rogers' supplier, ThinkON Inc. ("ThinkON"):

1. **Scope of Products and Services:** By purchasing Rogers' Veeam Backup for Microsoft 365 delivered by Rogers and provided by ThinkON, Customer agrees to ThinkON's Acceptable Use Policy, Privacy Policy, and Service Level Agreement, which can be found online on ThinkON's website: <https://www.thinkon.com/thinkon-schedules/>, Schedules A through D ("ThinkON Schedules).
2. **ThinkON Warranties:** ThinkON represents and warrants that: (i) the ThinkON Services will be performed in a good and professional manner, in accordance with industry standards; (ii) the Services will continue to be provided in such a manner to meet all applicable service levels describes in the ThinkON Schedules; and (iii) all data collected and stored as part of the Services, including all servers providing backups in support of the Services, are located solely in Canada and only Canadian residents located in Canada at the time of access shall access such data. Such warranties shall apply for as long as ThinkON possesses any data of Rogers or its Customers, notwithstanding the expiry or termination of its agreement with Rogers. ThinkON operates in compliance with all applicable laws and regulations and is not financially dependent upon Rogers.
3. **No Warranty:** Customer acknowledges and agrees that the Services, equipment and third party services are delivered by Rogers (and provided by ThinkON) "as is" and "as available" and, to the extent permitted by law, without warranty by Rogers of any kind whatsoever, express or implied, including, but not limited to, warranties of merchantable quality, fitness for a particular purpose, infringement, or those arising from a course of dealing or usage of trade. Without limiting the generality of the foregoing, Rogers shall have no liability whatsoever to Customer for: (i) any interruptions or disruptions of the Services, the internet or the third party services or any other damages suffered by Customer which are caused by directly or indirectly by any failures of the devices, other equipment, the Services, the Rogers facilities, the internet or the third party services; (ii) any power failures; (iii) any acts or omissions of Customer or its officers, employees, agents or contractors including, without limitation, defamation or copyright infringement; (iv) any disruption of any part of the equipment used to provide the Services by parties other than Rogers; (v) any infringement of intellectual property rights arising from or in connection with Customer's use of the Services, other equipment, or third party services; (vi) any event of force majeure; or (vii) any suspension or termination of the Services.
4. **Disclaimer of Rogers' Warranty:** Rogers, its directors, officers, contractors or agents (it being acknowledged by Customer that for the purposes of this section only, Rogers is contracting as agent on behalf of its directors, officers, employees, contractors or agents) shall not be liable to Customer, any End User or any other person (except for physical injuries as a result of Rogers' gross negligence) for (i) any damages or losses including, without limitation, property damage, loss of data, losses resulting from a third party's unauthorized access to data, loss of profit, loss of earnings, financial loss, loss of business opportunity, personal injury, death or any other damage or loss however caused, resulting directly or indirectly in connection with the terms and conditions herein and the Services, devices, other equipment, third party services, the Rogers facilities or the Customer's system; (ii) defamation or copyright infringement that results from material transmitted or received over the Rogers facilities; or (iii) infringements of patents arising from combining or using Customer's own facilities with the Rogers facilities. These limits apply to

any act or omission of Rogers, Rogers' employees, or agents, which would otherwise be a cause of action in contract, tort or any other doctrine of law.

5. Professional Services: The Customer also has the option of purchasing the Professional Services. These Professional Services would be provided by a Rogers' subcontractor, and would be subject to the terms of a Statement of Work between the Customer and Rogers.

These T&Cs have been drawn up in English at the express request of the parties. *Les présentes modalités ont été rédigées en anglais à la demande expresse des parties.*

The Customer acknowledges that the Customer has read, understood and agrees to these Rogers Veeam Backup for Microsoft 365 Services Terms and Conditions.