

SCHEDULE DORA**GRL42564138B**

1. **Subcontractors.** Subject to this Section, Customer authorizes Global Relay to engage Subcontractors in connection with the performance of the Services. In the event Global Relay engages a Subcontractor, Global Relay will ensure that it has a written agreement with such Subcontractor that imposes substantially similar obligations as set out in the Agreement, to the extent applicable to the nature of the activities provided by such Subcontractor. Where a Subcontractor fails to fulfil a material obligation, Global Relay shall remain responsible to Customer for the performance of the such Subcontractors' obligations, to the extent and subject to the terms set forth in the Agreement.
2. **Sites.** Unless Customer and Global Relay have agreed in writing, in an Order Form or otherwise, the location of each data center facility ("**Site**") used by Global Relay to house and operate the Services subscribed for by Customer is in Canada. Customer provides its written consent for the Services to be performed in Canada and the UK. Customer further provides written consent for Global Relay Personnel situate in one of Global Relay's supporting regional office facilities in Canada, USA, and UK, or through secure remote connection, to virtually perform Support or Professional Services (such as eDiscovery or Provisioning), when and if required, pursuant to the terms of the Agreement. Global Relay will notify the Customer in advance if the location of the Site is changed.
3. **Service Availability.** For purposes of section 2.5 (Service Availability) of the MTOS, maintaining "a high level of service availability" shall be measured using the following targets:

Service Element	Description	Minimum Service Level
Data Receipt & Preservation	Availability of Global Relay Archive to receive and preserve Customer's data via SMTP	99.9%
Archive Access	Availability of Global Relay Archive to allow Customer to access its Archived Data in Global Relay Archive	99.7%

"**Availability**" as used in this section means, out of the total number of minutes in a calendar month, the percentage of the number of minutes during which Global Relay Archive is available, less any Maintenance. Availability is calculated as follows, where "**Total**" means the total number of minutes in the calendar month:

$$\text{Availability} = \left(\frac{\text{Add} - \text{Unscheduled Downtime} - \text{Maintenance}}{\text{Total} - \text{Maintenance}} \right) * 100$$

Global Relay shall use commercially reasonable efforts to promptly remediate the known causes of Unscheduled Downtime. "**Unscheduled Downtime**" means the length of total time (measured by minutes per month) beyond 60 minutes during which Global Relay Archive is unavailable, but excludes any period of Global Relay Archive or data unavailability resulting from: (a) Regular Maintenance; (b) Emergency Maintenance; (c) any action or inaction of Customer, including Customer's lack of cooperation for incidents that require Customer's participation for resolution; (d) factors outside of Global Relay's reasonable control (Force Majeure); (e) the equipment or telecommunications facilities of Customer or Customer's upstream third parties; and (f) third party equipment or systems, colocation facilities or intercommunication facilities that are not within the control of Global Relay. Unscheduled Downtime will begin when Customer contacts Global Relay Support to report an incident relating to Service Availability in this section and a Support Ticket is opened in accordance with Global Relay's procedures, and will end when the affected service element of Global Relay Archive resumes operating.

4. **Security.** Pursuant to the Agreement, Global Relay has agreed to implement and maintain appropriate security procedures, measures and controls in connection with delivery of Services and its obligations under the Agreement. In addition to other elements stipulated in the Agreement, such measures and controls shall include: (a) maintaining an appropriate Disaster Recovery/Business Continuity Plan that undergoes periodic testing; (b) measures to identify, assess and manage a Data Breach; (c) providing prompt notice to Customer in the event of a Data Breach; (d) investigating any identified Data Breach; and (e) providing information reasonably requested by Customer with respect to the nature, scope, magnitude and timing of a Data Breach, including information required by Customer to make reports or disclosures required by Applicable Law to Governmental and Regulatory Authorities or individuals impacted by a Data Breach impacting Personal Data.

5. **Termination.** In addition to, and without derogating from, any other rights of Customer to terminate Services or the Agreement:

- a. Customer may terminate Services, or a portion thereof, if and as necessary, and only to the extent necessary to comply with DORA, if one of the following events occurs, on the conditions for termination set out below in this clause:
 - i. a significant breach of Applicable Law by Global Relay;
 - ii. Customer identifies impediments capable of altering the performance of functions of Services to the material detriment of Customer, including material changes that affect the Agreement or the situation of Global Relay, and the impediments are not remedied to the reasonable satisfaction of the Customer within a reasonable time after Customer gives Notice to Global Relay of the impediments concerned, which shall be no less than 90-days; or
 - iii. there are evidenced weaknesses pertaining to Global Relay's overall information communications technology (ICT) risk management program that creates a material risk to Customer as a result of risks posed to the availability, authenticity, integrity or confidentiality of Archived Data, that are not remedied to the reasonable satisfaction of the Customer within a time that is reasonable given the weaknesses concerned, which shall be no less than 90-days.

If one of the occurrences in this Section 2 (a)(i)-(iii) arises and constitutes a Material Breach by Global Relay, Customer may terminate under and in accordance with Section 13.2(a)(ii) of the MTOS, and, otherwise, upon provision of Notice and payment of Fees that would otherwise have been payable through to the end of the then current Term and any Renewal Term to which Customer is contractually bound to purchase Services at the time of the Notice of termination.

- b. Customer may terminate Services, or a portion thereof, on Notice if and as necessary, and only to the extent necessary to comply with a determination of a Governmental or Regulatory Authority with jurisdiction over the Customer that the Agreement prevents the effective supervision of the Customer by the Governmental or Regulatory Authority, provided that: (i) Customer provides evidence of this determination to Global Relay in writing; and (ii) the parties first collaborate in good faith to cure any such deficiency to meet the requirements of the Governmental or Regulatory Authority. In the event of such termination Customer must pay the Fees that would otherwise have been payable through to the end of the then current Term and any Renewal Term to which Customer is contractually bound to purchase Services at the time of the Notice of termination.

6. **Security Awareness Training.** Where relevant to the Services, and only so far as strictly necessary to comply with DORA, Global Relay Personnel will participate, on request, in the Customer's security awareness programs and digital operational resilience training ("**Training**"). If Global Relay Personnel participation in Training is required to comply with DORA, Professional Services Fees may apply to participation in the Training. In such case the parties will, acting reasonably, agree upon the Training details.

7. **Rights of Access, Inspection and Audit:**

- a. **Third Party Audits Reports.** Upon written request, Global Relay will provide Customer with a copy of, or otherwise make available for inspection through an online collaboration tool (e.g., WebEx, GoToMeeting, etc.), the most recent of the following third party reports or certifications, or such equivalent report or certification on its Sites or information security, business, and operational controls relevant to providing the Services ("**Internal Controls**"), and security, as may then be applicable, which will be treated as confidential by Customer:
 - i. SOC 2 Type II Report for each Site;
 - ii. SOC 2 Type II Report on Global Relay's Internal Controls;
 - iii. ISO 27001 Certification of Global Relay's information security management system for the protection of Archived Data; and
 - iv. Other final reports, documentation, or certifications in Global Relay's possession used to demonstrate compliance with regulatory or industry requirements, or provide further information reasonably required about Global Relay's Information Security Program.
- b. **Review and Inspection by Customer.** If during the Term, Customer requires an on-site review or inspection, then Customer, or inspection representative acting on behalf of Customer approved by Global Relay in writing (the "**Customer Inspection Representatives**"), at Customer's sole expense, will be entitled to reasonable review and on-site confidential inspection of: (a) any Site which Global Relay is housing and operating the Services provided to Customer; (b) Global Relay's Information Security Program relevant to the Services provided to Customer; and (c) other reports, records, documents, and information of Global Relay relevant to the Services provided to Customer (collectively the "**Review and Inspection Rights**"), and to take copies of relevant documentation on-site, subject to the confidentiality obligations in the Agreement, in order to reasonably verify: (i) the performance by Global Relay and Customer of their respective obligations under the Agreement; (ii) the Internal Controls environment of Global Relay relevant to the Services provided to Customer; (iii) the security and integrity of Customer Archived Data; and (iv) Global Relay's Disaster Recovery/Business Continuity Plan and backup procedures.
- c. **Review and Inspection by Governmental or Regulatory Authorities.** During the Term, Governmental or Regulatory Authorities may, at their or Customer's sole expense, have the right to: (a) exercise directly the Review and Inspection Rights granted to Customer under Section 7(b) (Review and Inspection by Customer) of this Schedule; (b) accompany Customer (or its Customer Inspection Representatives) when Customer exercises its Review and Inspection Rights under Section 7(b) (Review and Inspection by Customer) of this Schedule; and (c) access applicable audit reports set out in Section 7(a) (Independent Third Party Audits) of this Schedule.
- d. **Review and Inspection Process.** In order to protect the integrity and security of Global Relay's confidential and proprietary operations and Systems which are used to provide the Services to Customer (and other Global Relay customers), any exercise of Review and Inspection Rights shall:
 - i. be conducted during Global Relay's business hours;
 - ii. be upon at least 15 business days' prior written Notice to Global Relay;

- iii. be reasonable and respectful in scope and not disrupt Global Relay's normal business or IT operations;
 - iv. follow reasonable business conduct and security measures required by Global Relay;
 - v. be subject to appropriate confidentiality and non-disclosure obligations, including those of Section 8 (Confidentiality and Non-Disclosure) of MTOS;
 - vi. be conducted by a security assessment specialist where Customer uses a Customer Inspection Representative for a security-related inspection;
 - vii. not exceed one day of time on-site at Global Relay's premises and Sites, unless otherwise agreed in writing with Global Relay in each case;
 - viii. be subject to a charge of \$2,500/day, payable by Customer; and
 - ix. be subject to Global Relay's reasonable Professional Services Fees in assisting Customer to exercise its Review and Inspection Rights. Such Fees will also apply to Global Relay assisting in completing security or due diligence assessments, or in meeting Customer's obligations to and requests from Governmental or Regulatory Authorities.
- e. **Review and Inspection Frequency.** Customer, including its Customer Inspection Representatives, will be entitled to exercise Review and Inspection Rights once in any calendar year, except that Review and Inspection Rights may be exercised more frequently: (a) as required by Governmental or Regulatory Authorities; (b) as required by Applicable Law; or (c) as reasonably required by Customer and/or its Customer Inspection Representatives to conduct a follow-up review or inspection to address any material issues identified in a prior review or inspection.
- f. **Findings and Remediation.** Customer agrees to provide Global Relay with a report of its findings as a result of exercising its Review and Inspection Rights. If: (a) an inspection or review conducted pursuant to the Agreement reveals any material deficiency or other material failure to perform on the part of Global Relay; or (b) a third party audit reveals a material deficiency in Global Relay's information security controls, Global Relay will promptly take steps to reconcile, remedy, or mitigate such material deficiency within a reasonable timeframe of the findings being disclosed to Global Relay, and in any event, Global Relay will provide Customer with a corrective action plan no later than 90 days following such date that, if followed, will reconcile, remedy or mitigate such material deficiency and Global Relay will execute such plan.

8. **Exercising Rights of Access, Inspection and Audit.** Pursuant to the Agreement, under this Schedule DORA, Customer or a Governmental or Regulatory Authority with jurisdiction over Customer are extended rights of access, inspection and audit in respect of Global Relay and the Services. Global Relay agrees that to the extent the Agreement includes arrangements or processes or requirements relating to the exercise of those rights, no conditions or limitations on such rights, enumerated in the Agreement or otherwise, shall be imposed, employed, interpreted, or enforced in any manner, or to the extent that they would limit or impede the effective exercise of such rights by Customer regulated under DORA or a Governmental or Regulatory Authority with jurisdiction over such Customer, unless the restriction is permitted or required by Applicable Law. If the exercise of access, inspection and audit rights would adversely impact the rights of Global Relay's other customers, the Parties will agree on appropriate alternative processes and approaches to permit the Customer to exercise these rights in compliance with the requirements of DORA.

9. **Cooperation with Governmental or Regulatory Authorities:** Global Relay will cooperate with requests of a competent Governmental and Regulatory Authority regulating Customer, including persons appointed by them, as necessary to permit the Governmental and Regulatory Authority to exercise their regulatory oversight of Customer and Customer's use of Services. Customer consents to Global Relay disclosing information about Customer and Customer's Services, including Customer Confidential Information, to a Governmental and Regulatory Authority for this purpose. If Fees, including Professional Services Fees, are applicable to any work completed at the request of a Governmental and Regulatory Authority, such Fees shall be payable by Customer in the same manner and fashion as if the Customer requested and authorized the work in accordance with the Agreement.

10. **TLPT Program:** Global Relay will engage with a reputable third party, to perform a penetration test on its network or Global Relay's Internet-facing Systems containing Archived Data. The penetration test will be performed by Global Relay and shall use industry standard threat assessment tools and methods, at the expense of Global Relay. Global Relay will review the results and any vulnerability discovered and the relative risk of each, and take steps to remedy, or mitigate any such vulnerability within a reasonable timeframe of the findings. In addition, to the extent strictly required for Customer to comply with DORA, Global Relay will participate in additional threat-led penetration testing ("TLPT"), as applicable, compliant with the requirements of DORA. Customer agrees that the least intrusive DORA-compliant means possible will be utilized to complete any such additional TLPT on Global Relay's Systems required under this clause and DORA, as determined by Global Relay, and to ensure that such TLPT does not adversely impact on the quality or security of services delivered by Global Relay to its other customers, including entities falling outside the regulatory scope of DORA; such TLPT may include pooled testing in compliance with Section 4 of Article 26 of DORA and shall require advance written direction by Global Relay in all circumstances.