<u>MASTER BUSINESS GENERAL TERMS</u>

These Master Business General Terms and Conditions (the "**Terms**"), along with the Rogers Business Agreement and any applicable Schedules, govern Customer's purchase, receipt and/or use of the Services and/or Products from Rogers Communications Canada Inc. and/or its Affiliates ("**Rogers**"). Rogers may amend these Terms (including any Rogers Business Agreements, Schedules and/or other terms and conditions incorporated by reference herein) from time to time by notifying Customer of such change by any reasonable means, including by bill message, text message, letter, email, posting it on Rogers.com and/or updating these Terms at https://www.rogers.com/support/terms. Customer is responsible for regularly reviewing information posted on this website, or supplied to Customer by Rogers, in order to obtain timely notice of such changes. Each of Customer and Rogers are referred to as a "Party" and both collectively as "Parties".

1. <u>INTERPRETATION</u>.

1.1. Definitions. In these Terms, the capitalized terms have the following meaning:

"**Act of Insolvency**" means any of the following acts:

(a) a Party admits its inability to pay its debts generally as they become due or otherwise acknowledges its insolvency;

(b) a Party ceases to carry on business in the ordinary course;

(c) a Party institutes any proceeding, takes any corporate action, or executes any agreement to authorize its participation in or the commencement of any proceeding seeking: (i) to adjudicate it a bankrupt or insolvent; (ii) liquidation, dissolution, winding-up, reorganization, arrangement, protection, relief or composition of it or any of its property or debts or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws; or (iii) appointment of a receiver, trustee, agent, custodian or other similar official for it or for any substantial part of its properties and assets; or

(d) a creditor or any other Person privately commences any proceeding against or affecting a Party (except during any period up to a maximum of 60 days during which such proceeding is being contested in good faith by appropriate proceedings by such Party) seeking: (i) to adjudicate it a bankrupt or insolvent; (ii) liquidation, dissolution, winding-up, reorganization, arrangement, protection, relief or composition of it or any of its property or debts or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws; or (iii) appointment of a receiver, trustee, agent, custodian or other similar official for it or for any substantial part of its properties and assets.

"**Affiliate**" means a company that Controls, is Controlled by or is under common Control with a Party.

"**Agreement**" collectively means the Rogers Business Agreement, these Terms, and any applicable Schedule(s).

"**Applicable Law**" means all applicable laws, including any statute, regulation or by-law, treaty, directive, ordinance, or policy having the force of law, order, judgment, injunction, award or decree of any Governmental Authority in any jurisdiction that has authority of any aspect of the Agreement, and in effect from time to time or are otherwise applicable to the performance of the Agreement.

"**Business Day**" means 8:30 a.m. to 5:00 p.m., Monday to Friday inclusive, except statutory or civic holidays observed in the Province of Ontario and any other holidays observed by Rogers.

"**Charges**" or "**Fees**" means any recurring or one-time fees, Interest, costs, expenses, charges, Overdue Amounts, Termination Fees, or other amounts payable by Customer for Services and Products as provided for under the Agreement.

"**Confidential Information**" means all data and information whether in written, machine readable or other tangible form, or disclosed orally, that is of value to the disclosing Party, is not generally known to competitors of the disclosing Party, and which has been communicated to the other Party. Confidential Information will include, but not be limited to, Personal Information, information relative to the current or proposed business plans of the disclosing Party, financial information relating thereto, telephone calling pattern information, prices, trade secrets, know-how, formulas, processes, data, network configuration and rights-of-way, drawings, proprietary information, customer lists, and any other non-public information which concerns the business and operations of the disclosing Party to this Agreement. Confidential Information does not include data or information which is or becomes available to the public through no wrongful act of the receiving Party; which is received from a third party without restriction of confidentiality and without breach of this Agreement; or which is independently developed by the receiving Party without use of Confidential Information of the disclosing Party.

"**Control**" means, with respect to any entity, the right or power, directly or indirectly, to direct or cause the direction of the management and policies of such entity whether through the ownership of voting security, by contract or otherwise; and the term "Controlled" will have the same meaning.

"**Cross-Border Services**" means Services that originate in Canada and terminate in the United States of America ("USA") and vice versa.

"**Customer Equipment**" means any material, networks, systems, devices, software, equipment, services, tools, facilities, and other means that Customer owns, leases, licenses or otherwise uses (or is used on its behalf), to use the Services and/or Products, other than the Rogers Equipment.

"**Damages**" means damages, expenses, fines, penalties, costs, liabilities, or losses.

"**Demarcation Point**" means the operational interface and location to which the Services are delivered;

"**End User**" means any Person who uses, or receives services from Customer through use of, the Services and/or Products.

"**EULA**" means the terms and conditions prescribing the use, restrictions, rights and ownership of Services and/or Products, which may be provided as part of a Rogers Business Agreement or as a standalone third party "End User Licence Agreement" or "Terms of Service" in the form of a "click-through" or "shrink-wrap" license.

“**Facilities**” means the facilities, space, buildings or other structures that Rogers and/or its Affiliates utilize to provide the Services or Products.

“**Governmental Authority**” means any federal, provincial, state, territorial, regional, municipal or local governmental authority, quasi-governmental authority, government organization, commission, board, professional agency, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction. The above definition is deemed to include any interim or permanent transferee or successor of a Governmental Authority’s underlying mandate, function or activity.

“**Hardware**” means hardware, equipment, and related components, including any OEM embedded software and/or firmware, supplied by Rogers to Customer under an Agreement.

“**Improper Use**” means a use that causes, or is reasonably likely to cause, damage to the relevant Rogers Equipment, Facilities, connections or systems, or which has, or is reasonably likely to have, an adverse effect on the performance of the Rogers Equipment, Services and/or Products.

“**Intellectual Property Rights**” means any and all proprietary rights provided under, (a) patent law, (b) copyright law, (c) trade-mark law, (d) design patent or industrial design law, (e) semi-conductor chip or mask work law, or (e) any other statutory provision or common law principle applicable to this Agreement, including trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how.

“**Inter-State Services**” means Services provided solely within the territory of the USA that originate in one USA state and terminate in another, irrespective of the number of USA states or Canadian provinces it traverses; or as may otherwise be defined by Federal Communications Commission regulations.

“**Intra-State Services**” means Services that originate and terminate within one State of the USA; or as may otherwise be defined by Federal Communications Commission regulations.

“**Interruption**” means the inability to complete network connections or calls due to equipment malfunctions or human errors. Interruption does not include any such inability which arises from: (a) the failure of any service or facilities provided by: (i) Customer; (ii) another telecommunications carrier or another party that is not Rogers or its Representatives (such as low dial tone, busy circuits or other capacity shortages or in cases of interconnection); (b) the fault, negligence or willful act or omission of Customer; (c) Improper Use; or (d) the termination or suspension of the Services and/or Products by Rogers under an Agreement.

“**Person**” means any individual, natural person, partnership, limited partnership, limited liability partnership, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, joint venture, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.

"**Product(s)**" means the Hardware and/or Software supplied to Customer by Rogers and/or its Affiliates under an Agreement.

"**Product Quotation**" means a quote issued by Rogers or its Affiliate for Services and/or Products, or a summary of the Customer's selected Services and/or Products from those listed in the applicable Schedule, under an Agreement. A Product Quotation may also be referred to as a "Sales Proposal", "Service Proposal" or "Service Order".

"**Representative(s)**" means, with respect to a Party, any Affiliate of such Party and any employee, agent, authorized dealer, contractor or subcontractor of such Party or any of its Affiliates.

"**Rogers Business Agreement**" means the sales agreement entered into by Customer referencing these Terms, any applicable Schedule(s), and specifying the Products, Services, Service Term, Service Location (if applicable), Charges and/or other matters applicable to the Services and/or Products.

"**Rogers Equipment**" means the networks, applications, systems, devices, products, services, tools, facilities, and other means (including third party networks and facilities), that Rogers uses to provide the Services and Products, as may be made available to Customer. Rogers Equipment does not include the Products, Services, Customer Equipment or Third Party Services.

"**Rogers Policies**" **—** means all applicable Rogers' policies and procedures, including without limitation, the Rogers Business Acceptable Use Policy, the IP Address Policy and the Privacy Policy (each of which is available at www.rogers.com/support/terms).

"**SaaS Service**" means the software, infrastructure, support services, onboarding services, documentations, updates and upgrades thereto, supplied by Rogers to Customer under an Agreement.

"**Schedule**" means an attachment to an Agreement containing Product/Service-specific terms and conditions and may include Product/Service-specific commercial terms, including without limitation Charges, Service Term and minimum monthly commitments. Product Quotations and Statements of Work are considered part of the applicable Schedule. A Schedule may be attached to the Agreement through reference in the Rogers Business Agreement. A Schedule may also be referred to as a "Product Schedule", "Services Appendix" or "Service Schedule".

"**Service(s)**" means the services provided by Rogers to Customer under an Agreement, including SaaS Services.

"**Service Location**" means the building or premises at which the Demarcation Point is located, as may more particularly described in a Rogers Business Agreement or Schedule;

"**Service Term**" means the period during which Customer subscribes to a Service and/or Product as set out in the relevant Rogers Business Agreement or Schedule and renewed under Section 2.1.

"**Software**" means the software (including any commercially available software) and all updates and upgrades thereto, supplied by Rogers and/or its Affiliates to Customer under an Agreement.

"**Statement of Work**" means a document that contains Service-specific terms and conditions and contains a detailed description of the applicable Services, each Party's respective roles and responsibilities and may include Service-specific commercial terms, including without limitation Charges and Service Term.

"**Taxes**" means all sales, goods and services, value added, use or other like taxes, levies and charges, chargeable by or payable to any federal, provincial, state, local or municipal taxation authority or otherwise required by Applicable Law, but does not include taxes based on Rogers' net income.

"**Termination Fees**" means the one-time fees, Interest, costs, expenses, Charges, or other amounts payable by Customer under Section 6.1.

"**Termination Notice**" means a written notice issued by one Party to the other Party in compliance with the Agreement stating its intention to suspend, restrict or terminate a Service or Product and/or the Agreement. Such notice will set out the effective date of the suspension, restriction or termination and the reason for such.

"**Third Party Services**" means any third party applications, software, SaaS Service, hardware, content, data query functions or other services intended for use with a Service and/or Product, (including any maintenance or support), whether provided by such third parties, Rogers, its Affiliate or another third party (including access through use of the Services and/or Products).

1.2. Schedules. A Schedule which is referenced by a Rogers Business Agreement is incorporated into the Agreement upon Customer acceptance of the Rogers Business Agreement.

1.3. Interpretation. The division of these Terms into articles, sections and subsections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of these Terms. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. The terms "including" and "include" will mean "including without limitation" and "include without limitation", respectively.

2. SERVICE TERM RENEWAL.

2.1. Renewal. If a Rogers Business Agreement or applicable Schedule does not contain renewal terms and conditions, then, upon the expiration of the then applicable Service Term, the Service and Products will automatically renew on the same terms and conditions for consecutive month-to-month renewal periods until terminated by either Rogers or Customer with at least 30 days' prior written notice.

3. PROVISION OF SERVICES AND PRODUCTS.

3.1. Use of Subcontractors. The Services and/or Products may be delivered by Rogers, its Affiliates or through their use of Representatives, but Rogers is not relieved of its obligations by doing so.

3.2. Early Provision of Services. If Rogers begins work to provision any Service or Product, or if Rogers delivers any Service or Product, before the start of the Service Term, all work and services provided by Rogers before the Service Term commencement will be considered to have been provided under the Agreement and therefore deemed "Services" or "Products" as applicable, and Customer is responsible for any associated Charges.

3.3. Change to Services. Upon 60 days' prior notice, Rogers may substitute or migrate a Service to an alternative service or technology if the alternative service or technology provides similar functionality as the Service. The definition of "Service" includes such alternative service or technology. Rogers will not be responsible if any change in a Service affects the performance or suitability of any Customer Equipment or Third Party Services, or causes such to become obsolete or require modification. Customer agrees that it may be necessary for Rogers to temporarily interrupt a Service for technical, maintenance or security reasons, the timing of which (other than emergency changes) as may be specified in the applicable Schedule and/or Rogers Business Agreement. Such an interruption of Service will not be an Interruption.

3.4. Suspension of Services. Without incurring liability, Rogers has the right to immediately and without notice restrict, suspend, cancel or temporarily block (to Customer premises or a particular geographical area) all or part of any Service or Product (or access to any Service or Product) if it determines or reasonably suspects (i) such action is necessary to: (a) prevent Improper Use, violation of Rogers Policies, or violation of Applicable Law, (b) prevent fraud or the commission of suspected illegal activities, (c) maintain, repair, improve or ensure the proper operation of the Products, Services or Rogers Equipment, or (d) otherwise protect its Representatives, Rogers Equipment, facilities or services; or (ii) Customer's and/or End User's breach of any of their obligations under the Agreement (including nonpayment). Rogers generally keeps suspensions to a minimum and gives Customer prior notice of such suspensions where reasonably practicable and not prohibited by Applicable Law.

3.5. Third Party Services. As between Rogers and Customer, Customer is responsible for its purchase and use of any Third Party Services. The Parties acknowledge that in certain instances where Third Party Services are offered, directly or indirectly, by Rogers, Rogers may invoice Customer with respect to such Third Party Services. Rogers will have no responsibility hereunder to correct or fix any problems or errors relating to or caused by the installation, configuration, modification or use of any Third Party Services (or any components thereof) and the installation and/or use of Third Party Services will be at the sole risk of Customer.

3.6. Content. Customer acknowledges that there is some content accessible through the Services and/or Products that may be offensive to Customer or an End User, or that may not be in compliance with Applicable Law. Customer acknowledges and agrees that Rogers does not own or have any control over the availability, accuracy or any other aspect of any third party content in any form or any type accessible or that may be made available to or by Customer or its End Users.

3.7. Services in USA. If Customer is receiving Services in part in the USA from Shaw Business U.S., Inc.:

(i) Customer acknowledges that Services provided in the USA, whether Cross-Border Services and/or Inter-State Services, will be provided directly by Shaw Business U.S., Inc., and in such event:

(a) Shaw Business U.S., Inc. shall be a party to the applicable Service Order in relation to all Services provided in the USA;

(b) Shaw Business U.S., Inc. shall be solely responsible for all of the obligations of Rogers set forth in the Agreement as they relate to Services provided in the USA; and

(c) each monthly invoice to Customer shall allocate the amounts owing as between the Services provided in the USA and Canada.

(ii) Customer acknowledges that for any Services provided in the USA, the Services must be used by Customer for Inter-State Services and/or Cross Border Services only. The Customer shall ensure that at no time will the Services be considered as Intra-State Services by any applicable Governmental Authority.

4. CHARGES AND PAYMENTS.

4.1. Payment. Customer will pay all invoiced amounts for Services and Products within 30 days of the invoice date without any right to withhold, set-off or deduct (the "**Due Date**"). Interest will accrue on any amount not paid by the Due Date ("**Overdue Amounts**") at the rate specified in the Rogers Business Agreement or applicable Schedule, which rate may vary from time to time, calculated daily from the invoice date and compounded monthly ("**Interest**"). Customer will be responsible for payment of all costs reasonably incurred by Rogers in collecting, or attempting to collect, any unpaid Charges or Taxes. Overdue Amounts will be considered "material" for the purposes of Section 6.2. If Rogers installs Products in British Columbia that are considered under Applicable Law to be affixed to real property, Customer agrees under section 80 of the Provincial Sales Tax Act of British Columbia to be liable for and pay any provincial sales tax on such Products as invoiced by Rogers. If Customer is legally authorized to purchase Services or Products free of Taxes, Customer must provide Rogers with satisfactory evidence of such authorization.

4.2. Build Costs. If installation and deployment of a Service results in additional build costs not already covered by the Charges, including trenching, building access, building diverse routes, or upgrading access capacity, Customer is liable to pay such costs. Rogers will quote such additional costs to Customer and Rogers will not proceed with the required build unless Customer has approved Rogers' quote. If Customer does not approve the quote, Customer may, as their sole remedy, terminate the Service at the site requiring the additional build costs without incurring Termination Fees.

4.3. Modification to Charges. Unless specifically provided for otherwise in the Agreement, Rogers may increase and/or restructure the Charges ("**Charges Change**") during the Service Term upon providing Customer with 30 days' prior notice. Customer's continued use of the Service and/or Product following any such Charges Change will constitute its acceptance of such change. If Customer does not wish to continue use of the Services or Products subject to the change, Customer may cancel the affected Services and/or Products by exercising the termination rights in Section 6.1 (and paying resulting Termination Fees).

4.4. Disputed Charges. Customer must notify Rogers ("**Invoice Dispute Notice**") within 90 days of the date of the applicable invoice ("**Invoice Dispute Deadline**") of any Charges that Customer disputes. If Customer has not provided an Invoice Dispute Notice by the Invoice Dispute Deadline, Customer will be deemed to have agreed to the contents of the invoice and will have no right to challenge any element of the invoice. Within 5 days of an Invoice Dispute Notice, Customer will provide detailed documentation supporting the alleged invoicing dispute. Failure to do so will render the dispute invalid, and Customer will pay the disputed amount in full according to the payment terms set out herein. Customer must pay any undisputed portion of an invoice and subsequent invoices in accordance with the Agreement. If Rogers confirms that disputed Charges should not have been billed or were over-billed, Rogers will credit Customer for those Charges.

4.5. Deposit and Credit Assessment. Rogers may assess Customer's credit worthiness from time to time as reasonably required to assess Rogers' risk. Each credit assessment will determine Customer's credit limit with Rogers (details of which are available on request). Rogers also reserves the right to change Customer's credit limit at any time. Customer hereby authorizes Rogers to obtain information about its credit history and acknowledges that Rogers or its Affiliates may provide information to credit bureaus about Customer's credit experience with Rogers and its Affiliates. If at any time during the Service Term a credit review reveals Customer as non-creditworthy, Rogers may require Customer to provide a deposit or require a change to payment terms. If Customer fails to provide Rogers with such a deposit or fails to honour revised payment terms, Rogers may either suspend or terminate any or all of the Services and/or Products or the Agreement in its entirety on 10 days' prior notice. Any such deposit is maintained as security for the performance of Customer's obligations under the Agreement and does not bear Interest.

4.6. Authorized Persons. The individuals Customer appoints to act on their behalf for the purposes of the Agreement (each an "**Authorized Person**") have authority to order, accept, modify, or terminate Services and/or Products,. Customer is fully liable for all activities performed and decisions made by any of their Authorized Persons in connection with the Services and Products or any other matter in connection with the Agreement. Customer must notify Rogers promptly in writing of any replacement or removal of any Authorized Person.

4.7 Ordering. The Parties:

(i) agree to use the Product Quotations in the form described by, and in a manner pursuant to, the applicable Schedule;

(ii) acknowledge and agree that Product Quotations properly executed are incorporated into the applicable Schedule by reference and, upon execution, become a part of Schedule;

(iii) acknowledge and agree that if Customer provides an Authorized List together with written direction that Customer is able to sign a Product Quotation through an individual on the Authorized List by sending an email (or other form of confirmation as specified in the written direction) to Rogers referencing the Product Quotation and confirming Customer's acceptance ("**Email Confirmation**"), such Email Confirmation shall be considered Customer's acceptance, execution and agreement to be bound by the applicable Product Quotation; and

(iv) acknowledge and agree that all other terms and conditions (including purchase order terms), qualifications or other language in the Email Confirmation other than Customer's reference to the Product Quotation and confirmation of acceptance, are void and shall not bind the Parties.

5. USE OF SERVICES AND PRODUCTS

5.1. Applicable Terms. Customer must use the Services and Products in compliance with (and acknowledges that such Services and Products are subject to): (i) the Agreement; (ii) Applicable Law; (iii) the Rogers Policies; and (iv) any applicable EULA. Customer will not use, nor permit or facilitate usage of, the Services or Products for any Improper Use.

5.2. Prohibited Resell. Customer will not resell, remarket, transfer, assign or share any of the Services or Products, unless specifically authorized under the Agreement.

5.3. Rogers SIM. Customer will only use a Rogers SIM in a Rogers' approved device; or other hardware which has been approved by Rogers.

5.4. Canada Anti-Spam Legislation Compliance. To the extent that the Customer's commercial activities encompass the transmission of electronic messages using our Services, Customer must strictly comply with Canada's anti-spam legislation ("**CASL**"). More specifically, Customer must comply with sections 6 to 8 of CASL pertaining, among other things, to:

(i) the transmission of electronic messages without consent;

(ii) the alteration of transmission of electronic messages without express consent (e.g. unwanted redirection or phishing);

(iii) the installation of computer programs on another person's computer without express consent; and

(iv) the installation of computer programs that cause an electronic message to be sent (e.g. malware, viruses, and botnets). Customer will indemnify Rogers and hold Rogers and their Affiliates harmless from any Damages resulting from Customer's failure to comply with CASL.

5.5. USA Services. For any Services provided in the USA, Customer understands that the Services are interstate telecommunications services, as defined by Federal Communications Commission regulations, and represents and warrants that during the term for the provision of the Services more than ten percent (10%) of its usage will be Inter-State Services usage.

5.6. Use obligations and restrictions in this Section 5 are deemed "material" for the purposes of Section 6.2.

6. TERMINATION.

6.1. Early Termination by Customer. Customer may terminate a Service or Product at any time by issuing a Termination Notice with at least 30 days' prior written notice, subject to payment of the Termination Fees. If Customer terminates the Agreement, or a Service or Product, under this Section 6.1, or if Rogers terminates the Agreement under Section 6.2 below, Customer will pay to Rogers, as liquidated damages and not as a penalty, an amount which is equal to the sum of:

(i) for Services, the termination charges specified in the applicable Rogers Business Agreement or Schedule, or if not specified, 100% of the remaining monthly Charges for the terminated service(s) through the end of the Service Term from the effective date of termination, plus any of Rogers' unrecoverable costs for provisioning of the Service;

(ii) for the following Products, 100% of the Charges for the terminated Product: (a) Software; (b) Products delivered to Customer; (c) Products that are non-stock, specially ordered or customized; and (d) Products that have been discounted or sold to Customer at an incentive price; and

(iii) for Product(s) not addressed in subsection 6.1(ii) above, 15% of the Product Charges (as specified in the applicable Rogers Business Agreement or Schedule) ("**Restocking Fee**"), with any deposit collected for the cancelled Product(s) order being utilized towards the Restocking Fee.

If the Agreement is governed by the laws of Québec, Articles 2125 and 2129 of the Québec Civil Code are waived and do not apply.

6.2. Termination by Parties for Cause. Either Party may terminate the Agreement, or an affected Service or Product, without Termination Fees by issuing a Termination Notice upon: (i) the other Party defaulting in the performance or observance of any material obligation under the Agreement and not remedying such breach within 30 days after receipt of the Termination Notice; or (ii) the other Party committing an Act of Insolvency. If Customer is entitled to terminate under this Section, Customer shall only be entitled to terminate the affected Service(s) or Product(s).

6.3. Termination by Rogers. Rogers may terminate any Service or Product without any liability to Customer if:

(i) Rogers decides to cease offering such Service or Product as a generally available service;

(ii) any Applicable Law prohibit Rogers from furnishing such Services or Products or fulfilling its obligations hereunder; or

(iii) a Government Authority prohibits Rogers from furnishing such Service or Product or fulfilling its obligations hereunder.

Rogers will endeavor to provide a Termination Notice 30 days before termination under this Section 6.3 unless otherwise required by Applicable Law or Governmental Authority.

7. PROPERTY RIGHTS.

7.1. Rogers Equipment. Rogers Equipment will always be and remain the exclusive property of Rogers, wherever located, including on Customer premises. Upon termination or expiration of the Agreement or an applicable Service, Customer will return any Rogers Equipment in its possession or control to Rogers at Customer's expense. Customer will be responsible for the loss of or damage to the Rogers Equipment in Customer's possession or control except if caused by the negligence or willful misconduct of Rogers. Customer will ensure at all times that the Rogers Equipment in Customer's possession or control is stored in a manner and in an environment that conforms to the applicable specifications provided by Rogers.

7.2. Identifiers. Subject to Applicable Law (including those pertaining to the portability of telephone numbers), Customer acknowledges it (and any End User) has no right, title, interest in or right to the use of any network address or identifier (such as telephone number, IP address, host name) assigned to Customer by Rogers ("**Identifier**"). Rogers may, on reasonable notice to Customer, change the Identifier. Rogers is not obligated to notify any other Party of a change to Customer's Identifier.

7.3. Customer Equipment. Customer Equipment will always be and remain the exclusive property of Customer (or applicable third party).

8. CUSTOMER OBLIGATIONS.

8.1. Customer Equipment Availability and Use. Unless specified as being provided by Rogers under the Rogers Business Agreement or applicable Schedule, Customer will:

(i) provide all necessary infrastructure (e.g., power, racks and outlets) and ambient environments required for the safe and efficient operation and maintenance of the Rogers Equipment in Customer's possession or control in accordance with the specifications provided by Rogers and all applicable industry and safety standards;

(ii) be responsible for the supply (including obtaining necessary licences and authorizations), installation and maintenance of Customer Equipment at each site that is necessary to receive the Service and/or Product; and

(iii) ensure that Customer Equipment is (a) installed, maintained, secured and stored in a manner and an environment that conform to the manufacturer's specifications, any specifications provided by Rogers, and all applicable industry and safety standards, and (b) compatible with the Rogers Equipment.

8.2. Access.

(i) Customer will obtain and maintain all third party licences, authorizations, permissions and consents necessary to permit Rogers' and its Affiliates' prompt and safe access to the Service Location, Customer Facilities, Customer Equipment and Rogers Equipment in Customer's possession or control (at no charge to Rogers).

(ii) If Rogers is providing Servies to a multi-dwelling unit (including mixed-use, commercial or hospitality) for use by non-Customer End Users, Rogers will have non-exclusive access right to (a) the Premises to install, upgrade, operate, remove, replace, supplement and maintain equipment, cabling, backup power supply and other systems ("**Distribution System**") in order to provide television, internet, telephony and other communication services to occupants of the building, (b) a reasonably designated space to install a portion of the Distribution System ("**Equipment Space**"). Rogers will have access to the (A) Equipment Space, 24 hours a day, 7 days a week, and (B) Distribution System, by appointment during normal business hours (except in case of emergency when the Premises will be made available promptly upon notice). Rogers may connect the Distribution System to the electrical power source in the Premises with Rogers being responsible for any electrical power costs exceeding a 20 amp service.

8.3. Tampering. Customer will not reproduce, change or tamper with or to allow anyone else to tamper with a serial number (ESN), mobile identification number (MIN), International Mobile Equipment Identity (IMEI) number, International Mobile Subscriber Identity (IMSI) number, the Subscriber Identity Module (SIM) number, and/or other Identifier.

8.4. Minimum Commitments. Customer will maintain the minimum commitment levels for billing, volume or usage, if any, as set out in the Rogers Business Agreement or applicable Schedule (the "**Minimum Commitment**") or pay any Charges, if any, set out in such Rogers Business Agreement or applicable Schedule related to the failure to meet any Minimum Commitment.

8.5. Site Preparation. Unless specified as being provided by Rogers under the Rogers Business Agreement or applicable Schedule, Customer will be responsible for the preparation of each delivery site for the installation/implementation of a Service or Product.

8.6. Regulatory. In the event that a Rogers Business Agreement or Schedule become subject to regulatory approval by various local, state, provincial or federal agencies, the Parties shall cooperate, to the extent reasonable and lawful, in providing such information as is necessary to complete any required filing or in obtaining any required regulatory approval.

8.7. Customer's obligations under this Section 8 are deemed "material" for the purposes of Section 6.2.

9. WARRANTY, DISCLAIMERS AND PROTECTION OF COMMUNICATION.

9.1. Services. Rogers performs its Services in a professional and workman-like manner.

9.2. Warranty Pass-Through. Rogers will pass on, to the extent it can be assigned, the benefit of any warranties it receives from a Service or Product manufacturer ("**OEM**") to Customer. Customer acknowledges that any attempt to repair, service, or tamper with the Services and/or Products by a Person other than Rogers or the applicable OEM may (i) invalidate the OEM's warranty, and (ii) result in an impaired user experience. Any out-of-warranty maintenance and support services, if any, will be dealt with through a Product Quotation.

9.3. Risk of Loss. Customer assumes the risks of loss and damage to any Product that has been delivered.

9.4. Customer Systems. Rogers makes no promise that Customer's use of the Services or Products will be entirely secure and private. Customer acknowledges and agrees that it (i) may be possible for third parties to monitor communications while Customer uses the Services and/or Products, (ii) assumes full responsibility for the establishment of appropriate security measures to control access to its equipment, networks and systems and to the information and data transmitted and/or accessed thereon (collectively "**Customer Systems**") including without limitation, unauthorized access by its employees or any third party through the Services. Rogers is not liable for any Damages whatsoever arising from Customer's breach of this Section 9.4.

9.5. Disclaimer Except as expressly stated in the Agreement, Rogers disclaims (and Customer acknowledges) all warranties or conditions, whether written, oral, statutory, express or implied, including without limitation, of merchantability, fitness for a particular purpose, or otherwise. Customer further acknowledges that Rogers does not warrant uninterrupted or error-free Services or Products, including without limitation the availability, timeliness, accuracy or integrity of any information or content (in any form) made accessible or available through the use of the Services or Products.

9.6. Data Monitoring. Rogers has no obligation, but has the right at any time and from time to time, to monitor use of the Services and Products (electronically or otherwise) as necessary to (i) satisfy any Applicable Law or investigation of any information, data, files, pictures or other content in any form or use of Services, (ii) operate the Services, or (iii) protect the rights or property of itself or others that are directly related to providing the Services and Products. Such monitoring may include, but not be limited to, bandwidth consumption and how it affects operation and efficiency of the Rogers Equipment, Services and/or Products.

10. LIMITATION OF LIABILITY.

10.1. Limitation of Liability. The total cumulative liability of Rogers, its Affiliates and their respective directors, officers, and Representatives ("**Rogers Group**") for damages, expenses, costs, liability and losses (collectively, "**Damages**") arising under the Agreement, under any legal or equitable theory, is limited to the direct Damages which will in no event exceed an amount equal to (i) for Services, the total aggregate monthly fees paid by Customer, for the specific Services that gave rise to the Damages, during the 3 months immediately preceding the event giving rise to the Damages (before all discounts, credits and/or service failure credits provided by Rogers for such Service, if any), or (ii) for Products, 50% of the total purchase price paid by Customer for the Product(s) giving rise to the Damages.

10.2. No Indirect Damages. Notwithstanding any other provision in the Agreement, in no event will Rogers Group be liable, under any legal or equitable theory, for indirect or consequential, exemplary, punitive or special damages, including without limitation, loss of data, business interruption loss, down time costs, costs of substitute goods or services, loss of goodwill, loss from work stoppage, cost of overhead, loss of anticipated benefits hereunder, loss of customers, or any loss of profits, revenue or business, even if it has been advised of the possibility of such damages in advance.

10.3. Remedies. All of Customer's rights and remedies relating to Service and Product obligations, including in each case, any credits, refunds or associated rights of termination, are set out in the Rogers Business Agreement and/or applicable Schedule. These rights and remedies are subject to this Section 10 and are the only remedies for Rogers' failure to deliver a Service.

10.4. Indemnity. Customer will indemnify, defend and hold Rogers Group harmless from and against all Damages (including judgements, settlements and reasonable legal fees) which may be suffered or incurred by Rogers Group arising out of or resulting from any claim alleging: (i) infringement of Intellectual Property Rights arising from combining or connecting the Services, Products, Rogers Equipment and/or Facilities with third party services, products, equipment, facilities or systems (including without limitation those of Customer or End Users); (ii) defamation, harassment, or illegal, improper or unauthorized use of the Services, Rogers Equipment or Facilities by any Person; (iii) infringement of copyright or unauthorized use of any trade-mark, trade name or service mark, arising from the material, data, information or other transmissions of Customer (or End Users) using the Services, Rogers Equipment or Facilities; or (iv) injury or death to Person or loss of or damage to property, to the extent caused by an act or omission of Customer (or on Customer's behalf) or End Users including without limitation, Improper Use of the Services, Products or Rogers Equipment (including by End Users and/or without the consent or knowledge of Customer).

provided that:

A. Customer is given prompt written notice of any such claim;
B. Customer has the right to control and direct the defence of such claim;
C. Rogers cooperates with Customer in such defence, at Customer's expense; and

D. Customer will have the right to be represented in such defence at its expense with advisory counsel of its choice.

10.5. Customer acknowledges and agrees that Rogers Communications Canada Inc., and its partners, shall not be liable for any Services or Products delivered in the territory of the USA and that Shaw Business U.S, Inc shall not be liable for any Services or Products delivered in the territory of Canada. Customer warrants that it shall not seek recourse and remedies in contravention of this Agreement.

11. CONFIDENTIAL INFORMATION.

11.1. Confidentiality Obligation. From time to time, the Confidential Information of a Party (the "**Disclosing Party**") or its Affiliates may come into the possession or knowledge of the other Party (the "**Recipient Party**"). The Recipient Party will:

(i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Recipient Party would protect its own Confidential Information of a similar nature, but in no event with less than a reasonable degree of care;

(ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under the Agreement;

(iii) not disclose the Disclosing Party's Confidential Information to any Person without the Disclosing Party's consent, except to the Recipient Party's Representatives who need to know the Confidential Information for the Recipient Party to exercise its rights or perform its obligations under the Agreement and who are bound to protect the received Confidential Information from unauthorized use or disclosure under written confidentiality obligations no less protective of the Disclosing Party than those contained in the Agreement. For clarity, the Recipient Party will be responsible for any breach of the Agreement caused by any of its Representatives; and

(iv) notwithstanding the foregoing, the Recipient Party may disclose the Disclosing Party's Confidential Information to the extent required by law, rule, regulation or court order, provided that the Recipient Party will use commercially reasonable efforts to: (a) promptly notify the Disclosing Party before disclosing the Disclosing Party's Confidential Information; (b) ensure that any such disclosure is made subject to a protective order or like order or protection that restricts public disclosure of such information to the greatest degree possible in the circumstances, and (c) comply with the Disclosing Party's requests to oppose disclosure of its Confidential Information.

11.2. Disclosure.

(i) Consent to disclose will be taken to be given by Customer where Customer provides: (a) written consent; (b) oral confirmation by an independent third party; (c) electronic confirmation through the use of a toll-free number; or (d) electronic confirmation via the Internet.

(ii) Customer consents to Rogers disclosing Customer information to: (a) the CRTC as required for the CRTC to approve any filings related to the Services; (b) Customer; (c) a Person who, in

Rogers' reasonable judgment, is seeking the information as Customer's agent; (d) another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose; (e) a company involved in supplying Customer with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; (f) an agent retained by Rogers in the collection of Customer's account or to perform other administrative functions, provided the information is required for and used only for that purpose; (g) a law enforcement agency whenever Rogers has reasonable grounds to believe that Customer has knowingly supplied Rogers with false or misleading information or are otherwise involved in unlawful activities directed against Rogers; (h) an agent retained by Rogers to evaluate Customer's creditworthiness, provided the information is required for and is to be used only for that purpose; and (i) a public authority or agent of a public authority, if in Rogers' reasonable judgment, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information.

11.3 Return of Confidential Information. Upon the termination or expiration of this Agreement, each Party will promptly return to the other or destroy all Confidential Information of the other which is then in its possession or control (except copies made for archival or back-up purposes, which such Party will destroy in compliance with its data retention policies). Any such destruction will render the applicable Confidential Information permanently unreadable and unrecoverable.

11.4 Personal Information. The Parties will comply with all Applicable Law relating to data privacy, transborder data flow and data protection (collectively, the "**Privacy Law**"). Customer acknowledges and agrees that Customer (i) has obtained all necessary authorizations and consents required to authorize Rogers to have access to and to make use of Personal Information for the Service Term as is appropriate for the performance by Rogers of its obligations hereunder, and (ii) will be the controller of its Personal Information for purposes of all Privacy Law and nothing in this Agreement will restrict or limit in any way Customer's rights or obligations as controller of such Personal Information. Rogers' privacy policy, as a processor of Personal Information, is available at www.rogers.com/support/terms, which Customer should review.

12. GENERAL.

12.1. Relationship of the Parties. Each of the Parties are independent contractors. Nothing herein will be construed to place the Parties in a relationship of principal and agent, partners or joint venturers, and neither Party will have the power to obligate or bind the other Party in any manner whatsoever.

12.2. Waiver. No waiver of any term or provision or of any breach or default will be valid unless in writing and signed by the Party giving such waiver, and no such waiver will be deemed a waiver of any other terms or provision or of any subsequent breach or default of the same or similar nature.

12.3. Severability. Any provision of the Agreement that may become unenforceable is considered separate and severable from the remaining provisions of the Agreement, which remaining provisions remain in force.

12.4. Publicity. Neither Party will use the name, logo or other identifier of the other Party in any publicity, advertising, or similar activity, without the prior written consent of the other.

12.5. Arbitration. Any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise) arising out of or relating to the Agreement (each a "**Dispute**") will be determined by final and binding arbitration to the exclusion of the courts. Arbitration is conducted only on an individual basis and not in a class or representative action or as a member in a class, consolidated or representative action. Rogers and Customer will each pay half of all reasonable costs of the arbitration. Customer must notify Rogers of a Dispute in writing at: legal.notices@rci.rogers.com. Arbitration is conducted by one arbitrator and is governed by the laws referred to in Section 12.6. Notwithstanding anything to the contrary contained in the Arbitration Act, the award of the arbitrator will be final and binding upon the Parties and all Persons claiming through or under them. A judgment based upon the award rendered by the arbitrator may be entered in any court having jurisdiction and execution or other legal process may issue upon such judgment. The Parties and all Persons claiming through or under them attorn to the jurisdiction of the arbitrator and to the jurisdiction of any court in which judgment may be entered. Arbitration may not be waived except upon mutual written agreement between the Parties.

12.6. Governing Law. The Agreement will be exclusively governed by and construed in accordance with the laws in force in the province where you have your business address as indicated in the Agreement ("**Province**"), without regard to its conflict of laws provisions, and the federal laws of Canada applicable therein. Subject to Section 12.5 above, each Party hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province for any dispute, controversy, or claim (including any questions of the Agreement's existence, validity or termination) arising in connection with the Agreement. If Customer's business address indicated in the Agreement is not located in a province of Canada, the Agreement is governed by the laws of Ontario, and the laws of Canada applicable therein, and is subject to the exclusive jurisdiction of the courts of Ontario. Customer and Rogers both waive trial by jury. If the Agreement is governed by the laws of Québec, Articles 2125 and 2129 of the Québec Civil Code are waived and do not apply.

12.7. Successors and Assigns. The Agreement will enure to the benefit of, and will be binding upon, the Parties and their respective successors, administrators, personal representatives and permitted assigns; provided that Customer may not assign the Agreement, or any of its rights or obligations hereunder without the prior written consent of Rogers. Customer acknowledges that, for the purposes hereof, a change in Control of Customer will be considered an assignment for which Rogers' prior written consent is required.

12.8. Force Majeure. Other than with respect to the payment of Charges and Taxes and other amounts to Rogers, in no event will either Party have any liability for failure to comply with the Agreement, if such failure results from the occurrence of any contingency beyond the reasonable control of the Party including, without limitation, strike or other labour disturbance, damage to facilities, riot, theft, fires, flood, lightning, storm, any act of God, power failure, war, national emergency, interference by any government or governmental agency, embargo, seizure, or enactment of any law, statute, ordinance, rule, or regulation.

12.9. No Third-Party Beneficiaries. Except as expressly set forth otherwise, the provisions of the Agreement are for the benefit of the Parties hereto, and not for the benefit of any other Person.

12.10. Injunctive Relief. Each Party agrees that the other Party will be irreparably harmed if a Party breaches the confidentiality obligations of the Agreement and that such harm will not be compensable by monetary damages alone. Accordingly, each Party will be entitled to injunctive relief, as determined by a court of competent jurisdiction, to prevent breaches of the provisions of Section 11.1 hereof and to specifically enforce the provisions of Section 11.1 hereof in addition to any other remedy to which such Party may be entitled at law or in equity. Each Party hereby consents to injunctive relief and specific performance to restrain or reverse its breach or threatened breach of this agreement, waives any right to argue that monetary damages are an adequate alternative remedy, and waives any right to an undertaking in damages or any similar or related condition to such relief. No failure or delay by a Party in exercising any right, power or privilege hereunder, including any failure or delay to seek injunctive relief or specific performance, will operate as a waiver hereof or in any way impact the Party's entitlement thereto, nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege hereunder.

12.11. Entire Agreement. The Agreement sets forth the entire agreement between the Parties with respect to the subject matter of the Rogers Business Agreement and supersedes and replaces all previous discussions, negotiations and agreements. The Agreement may only be amended upon written agreement between the Parties. Notwithstanding any contrary language in any purchase order or similar document issued by the Customer to Rogers or its Affiliate with respect to the Services and/or Products, (i) any such purchase order or similar document shall for the Customer's internal use only, and (ii) the provisions thereof shall be void with no affect whatsoever upon the provisions of the Agreement.

12.12. Set-off. Where Customer is or becomes a supplier of any goods or services to Rogers or its Affiliates, notwithstanding the provisions of any such agreement or arrangement, Rogers will be entitled to set-off any fees owed against any Overdue Amounts.

12.13. Order of Precedence. In the event of any inconsistency between the terms of a Rogers Business Agreement and/or a Schedule and these Terms, the inconsistency will be resolved in favour of the Rogers Business Agreement or Schedule. In the event of any inconsistency between the terms of a Rogers Business Agreement and a Schedule, the inconsistency will be resolved in favour of the Rogers Business Agreement.

12.14. Survival. In the event of expiration or termination of the Agreement, Sections 7, 8, 10, 11 and 12 of these Terms, and all such other provisions to give effect thereto, will survive such expiration or termination indefinitely. The expiration or termination of all or any part of the Agreement will not affect or prejudice any rights or obligations which have accrued or arisen under the Agreement or such part thereof before the time of expiration or termination and which are not being terminated, and those rights and obligations will survive the expiration or termination of the Agreement or part thereof.

12.15. Notices. All notices given under the Agreement needs to be in writing and sent by email as follows:

(i) to Customer's Authorized Person at the email address set out in the Rogers Business Agreement; and

(ii) to Rogers at enterprise.contracts@rci.rogers.com, with a copy to legal.notices@rci.rogers.com.

Customer and Rogers may each change the email address for notice by promptly notifying the other accordingly in writing.

12.16. Language. Where the Agreement is governed by the laws of Québec, under Section 12.6, the Agreement has been drawn up in English at Customer's express request, after having examined a French version. Customer agrees that all future documents related to the Agreement, including amendments, order confirmations, and communications, may be provided in English.

Lorsque la présente Entente est régie par les lois du Québec, conformément à l'article 12.6 de la MECA, la présente Entente a été rédigée en anglais à la demande expresse du Client, après avoir pris connaissance de la version française. Le Client convient que tous les documents futurs liés à cette Entente, y compris les amendements, les confirmations de commande et les communications, puissent être fournis en anglais.

12.17. General. Notwithstanding any other provision of the Agreement and, unless otherwise expressly stated herein, all rights and remedies of a Party and its Affiliates under the Agreement are in addition to such Party's and its Affiliates' other rights and remedies and are cumulative, not alternative. The Parties acknowledge that their respective legal counsel have reviewed and participated in settling the terms of the Agreement, and that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party will not be applicable in the interpretation of the Agreement. If any payment or action is required to be made or other action is required to be taken under the Agreement on a day which is not a Business Day, then such payment or action, as the case may be, will be made or taken on the next Business Day thereafter. Unless otherwise stated, all dollar amounts referred to in the Agreement are in Canadian dollars. Each Party will at any time and from time to time, upon each request by the other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent and meaning of the Agreement. The Rogers Business Agreement may be executed in one or more counterparts, each of which so executed will be deemed an original and all counterparts together constitute one and the same Agreement.