

This Schedule sets out the additional terms and conditions applicable to the Customer's use of the Rogers Business Cable Internet Services (the "**Services**"), details of which are stipulated in the Product Quotation. This Schedule is an attachment to and forms an integral part of the Customer's Master Business General Terms and Conditions (the "**Agreement**") with Rogers. The Customer agrees to be bound by the terms and conditions set out in the Agreement, which include without limitation this attachment and any other attachments to the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

1. **Definitions.** The following definitions are used in this Schedule. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.
 - 1.1. "**Acceptable Downtime**" — means any of the following events: Scheduled Maintenance; Emergency Maintenance; Customer's breach of the Agreement; order suspensions due to Customer's credit worthiness; failure of Customer's applications or Customer equipment not within the sole control of Rogers or its subcontractors; any act or omission of Customer or user of the Colocation Services authorized by Customer; any event of Force Majeure. 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:
 - i) Scheduled Maintenance;
 - ii) Customer's failure to materially comply with its obligations as defined in the Agreement, including failure to pay valid past-due amounts; order suspensions due to Customer's credit worthiness;
 - iii) failures of Customer's 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;
 - iv) acts or omissions of Customer including without limitation any use or user of the Services authorized by Customer and, or
 - v) during an event of Force Majeure, as described in the Agreement; and
 - vi) 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).
 - vii) Troubles resolved as "No Trouble Found";
 - viii) Outages of less than 60 seconds in duration;
 - ix) Hardware, operating system, and application failures or security breaches on LAN components, WAN components, servers, or workstations that were not configured by Rogers;
 - x) Failures or security breaches caused by:
 - a) improper use, improper care, or damage to devices by the Customer's employees or a third party;
 - b) the movement of hardware by the Customer or a third party, electrical and power irregularities, or abnormal use;
 - c) undocumented hardware, IOS/Software, or other manufacturer deficiency;
 - d) hardware, IOS/Software, or other deficiencies, that were documented by the manufacturer following the implementation of the service by Rogers; or
 - e) modification by the Customer or a third party of device's configuration, IOS/Software, or hardware.
 - 1.2. "**Business Day**" — means Monday to Friday inclusive, excluding statutory holidays observed in the Province of Ontario.
 - 1.3. "**Business Hours**" — means 8:00am to 5:00pm local time on a Business Day.
 - 1.4. "**Core Network**" — means the Rogers core network. This includes all network infrastructure between the Provider Edge (PE) equipment.
 - 1.5. "**Customer CPE**" — means Customer owned or provided Customer premise equipment. Customer CPEs are any devices deployed at the Customer Site that have connectivity to Business Cable Internet Services. Customer CPEs represent the edge of the Customer Site's local area network and are not part of the Business Cable Internet Services local access or network.
 - 1.6. "**ISP**" — means a third-party Internet service provider from whom Rogers sources ISP Services for provision to Customer in areas outside the Rogers Network.
 - 1.7. "**ISP Services**" — means the Business Cable Internet Services provided by Rogers to a Customer through an ISP's network.

- 1.8. **“Primary Internet Access”** — means the Customer’s primary method for connecting to the Internet. For Business Cable Internet Services, the Primary Internet Access is a wired connection from the Rogers Equipment to the demarcation point which then connects the Customer to the Internet via the Rogers Network or ISP network.
- 1.9. **“Public Safety Answering Point (PSAP)”** — means a communications centre which receives 911 calls and transfers such calls to the appropriate emergency services provider.
- 1.10. **“Rogers Network”** — means the Rogers core IP network and Rogers-owned cable plant.
- 1.11. **“Scheduled Maintenance”** — means any maintenance activities performed on the infrastructure to which Customer’s Services are connected provided that Customer shall be given at least forty-eight (48) hours’ advance notice of such maintenance activities if such maintenance is service impacting. Such activities are typically performed during the standard maintenance window on Tuesdays, Thursdays and Sundays from 12AM to 7AM local Time.
- 1.12. **“Site”** — means a geographic location where one or more of the Customer’s Services is delivered.
2. **Description.** This Schedule pertains specifically to Business Cable Internet Services (the **“Services”**) provides high speed access and connection to the Internet utilizing the Rogers cable network, where possible, or other top-tier communications providers in areas not served by the Rogers Network. The Services have the following features:
 - 2.1. **Connection Service Types:** The Services are provided in different Connection Service Types,– Connectivity Types. The Customer’s Connection Service Type for the **Services and associated Monthly Recurring Charges are set out in the Product Quotation.**
 - 2.2. **Rogers Equipment Rental.** The monthly recurring charges set out in the Product Quotation may include a separate billable line item for the monthly rental charges for Hardware, which may include modems, access points and any other equipment. In all other cases, the charge for such Hardware rental is included in the monthly recurring charge for the Services. The rented Hardware constitutes Rogers Equipment, as defined in the Agreement.
 - 2.3. **Installation and Configuration Services:** All tiers of the Services include basic installation services. However, there are certain tiers, along with the inclusion of an Additional Feature (as described below) that may require more complex installation and configuration services. Such complex installation and configuration services are subject to an additional charge, to be quoted by Rogers. Customer has the right to decline such additional charges and cancel the order of the Services at the affected Site without having to pay the Termination Fees for such Services.
 - 2.4. **Additional Features.** Depending on the Connection Service Types and the tiers of the Services chosen by the Customer, the Services include some of the following additional features or are available as options.
 - 2.4.1. **Enhanced Security:** Enhanced Security leverages a foundational component of the Internet called Domain Name System (**“DNS”**). DNS is a system that automatically translates Internet addresses to the numeric addresses used by computers, smartphones, and tablet devices. Enhanced Security manages a dynamic list of known Internet addresses that have security threats, updated in near real time. When an attempt is made to connect to a compromised website, the connection is not completed, and the “blocked” page notice is shown. The Services also include a network level, malware defence. The malware defence is not a firewall and the Customer is responsible for all device-level security.
 - 2.4.2. **Rogers Business Self-Serve.** Rogers for Business Self-Serve (**“BSS”**) is a secure and integrated online billing, payment, self-serve and reporting system based upon a J2EE/Oracle platform. It includes monthly billing information for the Customer’s services provided by Rogers, as well as permitting the Customer to automatically generate reports on a wide range of services (such as internet, voice, data, SMS) provided by Rogers.

BSS is a versatile web-based tool that is available at no charge to the Customer when Rogers Business plans are purchased. BSS offers the Customer features including the ability to make a payment, manage users and create groups, grant and manage access to BSS, and perform self-serve transactions, such as

change subscriber name or SIM card and more, to manage services provided by Rogers.

- 2.4.3. **Bulk/Integrated Billing:** Rogers provides a consolidated monthly billing to Customer that consists of a billing summary showing the last month's charge, last payment, current charge, charges added to the current bill, taxes and a total. A detailed bill is attached, showing new Sites and charges in the current month as well as a listing of all Sites receiving Services. Included in this report is the name and installation address, period of charges and total cost per Site. The invoice is dated at a fixed time each month and pro-rated for partial months of service.

2.5. **Other Value Added Service Features.**

- 2.5.1. **Wireless Backup:** This value added service relies on a dual WAN modem that detects when the Business Cable Internet connection is out of service and automatically routes the Internet traffic over the Rogers wireless network for business-critical devices connected to wireless backup modem instead. Wireless Backup must remain connected at all times with the wireline access associated with such Wireless Backup by Rogers at the time of the activation of this feature. Wireless connection to the Internet is provided without additional charge until such time as the dual WAN modem detects that the Business Cable Internet connection is once again available and switches the Customer's traffic back to the primary connection.

- 2.5.2. **Advantage Wi-Fi:** This feature enhances Wi-Fi capabilities beyond what is commonly found in the modem. A limited number of pre-configured wi-fi access point equipment is provided. Customers may be eligible to rent additional access point(s) for certain services.

- 2.5.3. **Advantage Security:** This feature is delivered through a device that provides WAN management and advanced security features that supplement the functionality provided by Enhanced Security. Rogers will provide the Customer with a default configuration of this device. Additional configurations may be subject to additional fees.

2.6. **Optional Services.**

- 2.6.1. **Meraki Dashboard:** When Customer selects an Advantage Wi-Fi or Advantage Security service, this feature will provide Customer with access to a centralized, web browser-based tool used to monitor and configure Meraki devices and services. Rogers will enable Customer to create a dashboard account which is what Customer will utilize to log in to the dashboard in order to manage and configure Customer's Meraki organizations, networks, and devices.

- 2.6.2. **Business Service Dashboard.** For an additional cost, this feature will provide Customer with access to a premium Business Service Dashboard ("**Business Service Dashboard**") where Customer can monitor certain performance of its Services across various product and vendor hardware in one place in a manner that is not provided by BSS or the Meraki Dashboard. The Customer may be able to perform certain basic configuration changes on this Business Service Dashboard. Certain configuration to the Services may be initiated from this Business Service Dashboard and may result in additional fees or change of the Customer's monthly recurring charges.

The Business Service Dashboard functionalities are provided "as is" and "as available" and may be updated or discontinued without notice. The Customer cannot terminate the Services as a result of such cancellation or outage or unavailability of the Business Service Dashboard.

3. **Renewal Term.** Notwithstanding section 5.2 of the Agreement, upon the expiration of the Service Term, this Schedule will automatically be renewed on the same terms and conditions for the same period as initially agreed to, unless Customer or Rogers provides written notice of non-renewal or cancellation to the other at least 30 days in advance, in accordance with section 6.1 of the Agreement.

4. **Terms and Conditions.**

- 4.1. **Termination Fees.** If the Customer terminates the Services for any reason other than for cause as permitted under the Agreement, or if Rogers terminates the Services for cause as permitted under the Agreement, the

Customer shall pay to Rogers, as liquidated damages and not as a penalty, an amount which is equal to the sum of:

- i) Twenty dollars (\$20) multiplied by the number of months remaining in the Initial Service Term from the effective date of termination;
- ii) any cost which Rogers must continue to pay to third parties for the remainder of the applicable Initial Service Term as a result of the early termination of the applicable Services that exceeds the amount set out in (i) above;
- iii) 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 the Customer's commitment to the Service Term for such Services; and
- iv) if the Hardware costs were amortized in the monthly recurring charges for the Services, one hundred percent (100%) of the remaining value of such Hardware.

Where the Customer terminates the Services prior to the expiration of the applicable Initial Service Term, the Customer must either return all Rogers Equipment associated with the Services to Rogers or pay Rogers the unreturned equipment value of such Rogers Equipment, as determined solely by Rogers.

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

- 4.2. **Invoicing.** Monthly recurring charges for the Services are invoiced monthly, in advance on the first of each month, with overage charges invoiced monthly in arrears. Billing for the Services will commence as of the Service Effective Date. In the first month the charges will be prorated for the number of days in the month after the Service Effective Date. Rogers will, by way of invoice or otherwise, notify the Customer of the Service Effective Date.
- 4.3. **Transition of Access.** Any access facility to the Services that are subcontracted by Rogers to a third party may, at any time, be replaced by a Rogers-provided access facility. In such case, in order to facilitate the transition and avoid service disruption to the greatest extent possible, Customer must reasonably cooperate with Rogers, which includes allowing Rogers' access to Customer's premises and facilities as per Rogers' schedule for the performance of Rogers' transition activities.
- 4.4. **Additional Charges.** The following circumstances may give rise to additional charges to be paid by the Customer in respect of the Services:
 - 4.4.1. **Missed Appointments:** Customer must be at the Site at the agreed upon date and time for access to the location by the installation technician. If the installation technician arrives at the Site and there is no access, a missed appointment fee of \$100.00 will be charged.
 - 4.4.2. **Cancellations/Postponements:** A \$100.00 cancel-before-start fee will be charged for orders or install appointments cancelled or postponed within two (2) Business Days prior to the scheduled installation date.
 - 4.4.3. **Failure to Provide LOA:** If an installation is not possible owing to Customer's failure to provide a signed Letter of Authority (LOA), as described below, prior to the installation time for a particular Site, the \$100.00 cancel-before-start fee will be charged.
 - 4.4.4. **Other ISP Charges:** Unless otherwise agreed from time to time, any other third party ISP charges will be passed through at cost to Customer.
 - 4.4.5. **Additional Work.** Work requested by Customer and performed by Rogers or its sub-contractors that is outside the scope of this Schedule will be billed to Customer at Rogers' then current time and material rates. Work requested and performed outside of Rogers' Business Hours will be subject to an additional charge, to be quoted upon request.
- 4.5. **Unauthorized Use of Wireless Backup.** Where a Customer purchases a Business Internet that includes Wireless Backup, or purchases any other services described in the Agreement as a wireless backup to a wired connection, the Customer is not permitted to use such Wireless Backup as its primary Internet access. If the Customer is found using Wireless Backup functionality as its primary Internet connection, the Customer will be in violation of the terms of this Schedule and, Rogers may, at its sole discretion, bill the Customer for the excess use at the then current rate for a similar term Rogers for Business Fixed Wireless Access and / or terminate the Services, including charging the Customer the applicable Termination Fees.

- 4.6. **Hardware.** All Hardware purchased from Rogers is covered by the Hardware manufacturer's original warranty to the extent it is available to flow through to Customer. Upon request, the Rogers sales team will provide the Customer with up-to-date warranty information for the Hardware. The risk of loss or damage to any materials or Hardware shall pass to the Customer upon receipt at the Customer's premises, notwithstanding that title to all materials and Hardware purchased outright shall pass to the Customer only upon final payment, where applicable.
- 4.7. **Renewal Term.** Notwithstanding section 5.2 of the Agreement, upon the expiration of the Service Term, this Schedule will automatically be renewed on the same terms and conditions for the same period as initially agreed to, unless Customer or Rogers provides written notice of non-renewal or cancellation to the other at least 30 days in advance, in accordance with section 6.1 of the Agreement.
- 4.8. **Modem/Router Configuration.** The modems/routers and other Hardware devices are configured to provide the maximum modem capabilities of the Connectivity Type between the Site's demarcation point and the Rogers Network. Actual speeds may vary with Internet/network traffic, server or other factors.
- 4.9. **Supported Configurations.** The Services are designed to function optimally with certain supported Hardware and Software configurations, which the Customer can request from Rogers. Configuration changes made by the Customer to any Hardware used in conjunction with the Services may result in performance degradation and reduction in throughput.
- 4.10. **Service Orders.** Customer may: (i) order Services for new or existing Sites; and (ii) order changes, additions to, or deactivations of previous Service orders at existing Sites; in each case by presenting a signed Product Quotation specifying the Services to be ordered, changed, added to or deactivated, as the case may be. Rogers may accept or reject any such orders.
- 4.11. **Letter of Authority.** For each Site not owned by the Customer, prior to the scheduled Services installation date, the Customer is responsible for securing a letter of authority ("**LOA**") from the Site's owner/landlord in the form and content that Rogers reasonably requires authorizing Rogers to install the Services and associated Rogers Equipment at the Site.
- 4.12. **Changes to Services.** The Services to be provided on the Service Effective Date are described herein, however, they may be slightly changed from time to time. For the most up-to-date description of Business Cable Internet Services sourced from ISPs check www.rogers.com/business. The particulars of the Services may vary from Site to Site depending on the location of the Site and the time of provisioning. Rogers may discontinue or amend Services from time to time. If Rogers discontinues or amends any Business Cable Internet Services offering, it will provide an alternate Business Cable Internet Service consistent with the commercial connection services generally offered by Rogers to other commercial customers. If an ISP discontinues or amends any ISP Service offerings provided by Rogers hereunder and if it makes alternate services comparable to those initially provided by Rogers hereunder available at similar price points, Rogers may source and provide such alternative services to the Customer.
- 4.13. **ISP Services.** Rogers will provide a current list of those ISPs from which Rogers sources the Services outside the Rogers Network on Customer's request. Where Customer orders, and Rogers sources, the Services from any ISP, the particulars of the Service may vary from Site to Site and the monthly recurring charges and non-recurring charges for such ISP Services will be set out in the relevant Product Quotation.
- 4.14. **Wireless Backup Services:** For the Wireless Backup Services to work, Customer agrees to keep the Wireless device connected to the Rogers modem at all times. Customers will not be given access to any administrative elements of the Services for self-administration; administration of the device and its setting will be done by Rogers only. Customer agrees that, in some circumstance, the Wireless signal at the Customer Site may be insufficient to support the Wireless backup and therefore this feature might not be available for this specific Site. In such case, Customer may purchase the Services without the Wireless Backup Services or cancel the order for the Services at the affected Site without having to pay the Termination Fees for the Services at such Site.

- 4.15. **WARRANTY.** EXCEPT WHERE OTHERWISE REQUIRED BY APPLICABLE LAW, THE BUSINESS CABLE INTERNET SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER ROGERS, NOR ANY ISP WARRANTS THE PERFORMANCE, AVAILABILITY, UNINTERRUPTED USE OF OR OPERATION OF THE INTERNET, ANY CONNECTION TO THE INTERNET, THE PRODUCTS, ROGERS NETWORK OR ISP’S INTERNET FACILITIES, ROGERS EQUIPMENT, OR ANY FEATURE OF THE FOREGOING. FURTHER, NEITHER ROGERS NOR ANY ISP WARRANTS THAT ANY DATA OR FILES SENT BY OR TO CUSTOMER OR ANY CUSTOMER END-USER (WHETHER BY E-MAIL OR OTHERWISE) WILL BE TRANSMITTED, TRANSMITTED IN UNCORRUPTED FORM, OR TRANSMITTED WITHIN A REASONABLE PERIOD OF TIME.
- 4.16. **LIMITATION OF LIABILITY:** THE PARTIES AGREE THAT ROGERS SHALL HAVE NO LIABILITY, DIRECT OR INDIRECT, FOR THE FUNCTIONALITY OF CUSTOMER’S USE OF THIRD-PARTY OVER-THE-TOP (OTT) APPLICATIONS (E.G. VOIP). CUSTOMER MUST RELY ON ITS OTT APPLICATION’S PROVIDER’S SERVICE PROVISIONS TO THE FULL EXCLUSION OF ROGERS LIABILITY.
5. **Product Service Level Objective (“SLO”)**
- 5.1. **Acceptable Downtime.** All Products and Services objectives or commitments are subject to Acceptable Downtime constraints.
- 5.2. **Policy.** Rogers will endeavour to deliver Cable Internet Services that meet the applicable metrics set out below in this SLO. All defined terms are set out in Part IV of this Product Schedule or in the Agreement.
- 5.3. **Mean Time to Repair (MTTR) Objective**
- 5.3.1. **MTTR Objective.** Rogers will endeavour to provide Customer with a Mean Time to Repair (MTTR) that meets the metrics below when the network access that connects a Customer Site to the IP network is Out of Service. Customer Premise Equipment (CPE) is not considered as part of the network access.

Table 1: Mean Time to Repair by Access Type

Canadian Sites		
Access Type	MTTR	Service Credit
On-Net Cable Internet	< 4 h*	N/A

*4 hour MTTR runs from the time Customer has advised Rogers of the network access that connects a Customer Site to the IP network is Out of Service.

- 5.4. **Chronic Outages.** Rogers agrees that the Customer may, upon thirty (30) days written notice and without payment of Termination Fees, terminate an affected Service that has experienced chronic service issues by providing notice in email or other writing to Rogers within five (5) business days of the most recent chronic service issue. For the purposes of this provision, "chronic service issues" means that the service has been unstable, below the capacity established in the Product Submission and for an extended period of time more than three times in any calendar month or more than six times in three consecutive months and that, following notification by the Customer of such issue, Rogers was unable to fix the service issue within 30 days of such notice. Where the Customer has given notice of a chronic service issue, and Rogers has not cured the chronic service issue to the Customer’s reasonable satisfaction within thirty (30) days, the Customer may terminate the affected Service by providing written confirmation of its desire to Terminate.