

ISP Business Cable Internet

This Schedule sets out the additional terms and conditions applicable to the Customer’s use of the Rogers ISP Business Cable Internet (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 Rogers for Business Agreement (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. Any capitalized terms not defined below are defined in the Agreement.
 - 1.1. “**Business Day**” — means Monday to Friday inclusive, excluding statutory holidays observed in the Province of Ontario.
 - 1.2. “**Business Hours**” — means 8:00am to 5:00pm local time on a Business Day.
 - 1.3. “**Coverage Area**” — The Rogers Partner Internet Service coverage area is defined to be Canada.
 - 1.4. “**CPE**” — means Customer Premise Equipment. CPEs are routers or switches deployed at the Customer Site to provide connectivity to ISP Business Cable Internet Services. CPEs represent the edge of the Customer Site’s local area network and are not part of the ISP Business Cable Internet Services local access or network.
 - 1.5. “**Equipment**” — refers to the cable modem, power supply and 1m CAT5E cable installed at the customer site.
 - 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. The following are a list of ISP’s: Cogeco, Shaw, Eastlink and Videotron.
 - 1.7. “**ISP Network**” — means the Carrier Internet core IP network and ISP-owned cable plant.
 - 1.8. “**ISP Services**” — means the Business Cable Internet Services provided by an ISP to a Customer through an ISP’s network.
 - 1.9. “**Scheduled Maintenance**” — Scheduled Maintenance means any maintenance activities performed on the Rogers network to which Customer’s facilities are connected. Such activities are typically performed during the standard maintenance window on Mondays to Fridays, 00:01 and 6:00 am local time.
 - 1.10. “**Service Level Objective – SLO**” — is a specific target for a service metric
 - 1.11. “**Site**” — means a geographic location where one or more of the Customer’s Services is delivered in Canada

2. **Description.** This Schedule pertains specifically to ISP Business Cable Internet Services provides high speed access and connection to the Internet utilizing a top-tier communications providers (“**ISP**”) in areas not served by the Rogers Network in Canada. ISP Business Cable Internet Services have the following features:
 - 2.1. **Connection Service Types.** The ISP Business Cable Internet Services are provided in the following Connection Service Types, which include the features listed in Table 1 below. The Customer’s Connection Service Type for the ISP Business Cable Internet Services is set out in the Product Quotation.

Table 1 – ISP Connection Service Types

	UltraFibre80	UltraFibre120
Modem/CPE Configurations	Up To 80 Mbps download / 15 Mbps upload	Up To 120 Mbps download / 20 Mbps upload
E-mail Accounts	Up to 30	Up to 250
Provisioned IP’s	1/5 static	1/5 static
Modem Rental	Included	Included
Email Storage	2GB/add	2GB/add
Email Attachment Maximum Size	20MB	20MB

- 2.2. **Modem Rental.** The Monthly Recurring Charges set out in the Product Quotation include the monthly rental charges for one modem per circuit. The rented modem(s) constitute ISP Equipment, as defined in the Agreement.

Each customer location will have the following components:

- i. Cable modem with 1 or more Base-T Ethernet RJ-45 ports supporting auto negotiating up to E1000
- ii. AC adapter
- iii. 1m – CAT5E cable

- 2.3. **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.

3. **Terms and Conditions.**

- 3.1. **Termination Fees.** If the Customer terminates the ISP Business Cable Internet Services for any reason other than for cause as permitted under the Agreement, or if Rogers terminates the ISP Business Cable Internet 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) fifty percent (50%) of the average monthly charges for the terminated Service(s) (as determined over the previous three months) multiplied by the number of months remaining in the Service Term from the effective date of termination;
 - ii) any cost which Rogers must continue to pay to third parties for the remainder of the applicable Service Term as a result of the early termination of the applicable Services that exceeds the amount set out in (i) above, and
 - 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.

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

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

- 3.2. **Invoicing.** Monthly recurring charges for ISP Business Cable Internet Services are invoiced monthly, in advance on the first of each month, with overage charges invoiced monthly in arrears. Charges for ISP Business Cable Internet 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. Service level credits will be applied to Customer's invoice within two billing cycles after Rogers' approval of a Customer's request.

- 3.3. **Additional Charges.** The following circumstances may give rise to additional charges to be paid by the Customer in respect of the Services:

- 3.3.1. **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.

- 3.3.2. **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.

- 3.3.3. **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 cancel-before-start fee will apply.

- 3.3.4. **Additional Wiring Cost.** If Rogers accepts an order for installation that requires wiring and other installation costs that exceed Rogers' then-current capital investment threshold amount ("**CITA**") at any particular Site, Rogers will notify Customer of the estimated cost differential – ie: the estimated differential amount above the CITA. If Customer wishes to proceed, in addition to the standard installation and other fees set out in the Product Quotation, Customer shall pay Rogers that portion of actual out-of-pocket costs that exceed the then current CITA.
- 3.3.5. **Other ISP Charges.** Unless otherwise agreed from time to time, any other third party ISP charges will be passed through at cost to Customer.
- 3.3.6. **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.
- 3.4. **Hardware.** All hardware purchased from Rogers is covered by the hardware manufacturer's original warranty. 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.
- 3.5. **Modem/Router Configuration.** The modems/routers and other hardware devices are configured to provide the maximum modem capabilities between the Site's demarcation point and the ISP Cable Carrier. Actual speeds may vary with Internet/network traffic, server or other factors.
- 3.6. **Supported Configurations.** The ISP Business Cable Internet Services are designed to function optimally with certain supported hardware and software configurations, which the Customer can request from Rogers. Lack of Service Availability when the Customer uses the ISP Business Cable Internet Services with any other hardware, software, or operating system configurations will not be factored into any Service Level Objective calculations.
- 3.7. **Service Orders.** Customer may: (i) order Services for new or existing Sites; and (ii) order changes, additions to, or deactivations of previous 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.
- 3.8. **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 or its sub-contractors to install the Services and associated Equipment at the Site.
- 3.9. **Changes to Services.** The ISP Business Cable Internet 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 ISP Business Cable Internet Services, contact your Rogers account representative for a description of the ISP services. The particulars of Services may vary from Site to Site depending on the location of the Site and the time of provisioning. Rogers partner ISP may discontinue or amend Services from time to time. If the ISP discontinues or amends any ISP Business Cable Internet Services offering, Rogers will provide an alternate ISP 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 not comparable to those initially provided by Rogers hereunder available at similar price points, Rogers may source and provide such alternative services to the Customer.
- 3.10. **ISP Services.** Rogers will provide a current list of those ISPs from which Rogers sources ISP Business Cable Internet Services outside the Rogers Network on request by the Customer. Where Customer orders, and Rogers sources, ISP Business Cable Internet 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.

- 3.11. **WARRANTY.** EXCEPT WHERE OTHERWISE REQUIRED BY APPLICABLE LAW, THE ISP 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, OR ISP’S INTERNET FACILITIES, ISP 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.