

This Schedule sets out provisions with respect to the Customer's subscription to the Rogers Business TV Package (the "**Services**") described herein as provided by Rogers Communications Canada Inc. ("**Rogers**"), to you, 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.

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. "**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. "**EB**" — means set top box.
 - 1.4. "**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.
 - 1.5. "**Rogers Network**" — means the Rogers core IP network and Rogers-owned cable plant.
 - 1.6. "**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 am and 6:00 am local time.
 - 1.7. "**Service Effective Date**" — means the date of installation.
 - 1.8. "**Site**" — means a geographic location where one or more of the Customer's Services is delivered.
2. **Service Description.** Customer is subscribing to Rogers Business TV package (the "**Services**"), Pay Per View charges are extra. While certain hardware, such as set top boxes can provide access to premium content (including, but not limited to HD and 4K channel packages), said content will not be included in the Services and has to be ordered separately for an additional cost. Channel line ups vary by region and are subject to change without notice.
 - 2.1. **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 addition EBs. 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 and the following terms and conditions:
 - i) Upon activation, Customer is deemed to have accepted the Rogers Terms of Service and Acceptable Use Policy available at www.rogers.com/terms.
 - ii) If Customer Site already have an EB that is subject to Monthly Recurring Charges, instead of receiving a new EB the applicable Monthly Recurring Charges shall no longer apply for such EB, until the EB is to be returned to Rogers.
 - iii) All EB's, , shall remain the property of Rogers and must be returned to Rogers if a) when Customer no longer requires the Services at a specific Site, b) the Services are terminated, or c), if replaced by a different digital box in accordance with the Agreement or any subsequent replacement agreement
 - 2.2. **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.

- 2.3. **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. **Service Terms and Conditions.**

- 3.1. **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) 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 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 (a) 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 EB costs were amortized in the monthly recurring charges for the Services, one hundred percent (100%) of the remaining value of such EB.

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.

- 3.2. **Basic Services.** Any increase in the number of channels comprising of the basic services, as approved by the Canadian Radio-television and Telecommunications Commission ("**Basic Services**") will result in a corresponding change in the Services.
- 3.3. **Discretionary Services.** Any changes in the number of channels not comprising Basic Service ("**Discretionary Services**") will not result in an increase in the Customer's Monthly Recurring Charges unless Rogers has obtained Customer's prior written consent in which case the amount will be mutually agreed on.
- 3.4. **Deletion from Discretionary Services.** A Service that is deleted from the list of Discretionary Services will be replaced by another service, failing which, Customer's Monthly Recurring Charges may be reduced by the percentage reduction in the Services made available to the Customer for such period.
- 3.5. **Rate Increase.** If any governmental authority imposes on Rogers any new or increased levy, charge, fee or imposition of any sort that relates to, or is eligible on the Services, which Rogers determines to pass on to its customers generally, then Rogers at the same that it increases to customers generally in order to pass through costs attributable to such levy, charge, fee or imposition, also increase the rates under this Agreement by the same amount. For greater clarity, "increase in rates" could be in the form of a new line item reflecting the new or increased governmentally imposed levy, charge, fee or imposition.
- 3.6. **Pay per use.** Customer will be responsible for all pay per use charges.
- 3.7. **Invoicing.** Monthly recurring charges for the Services are invoiced monthly. 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.

- 3.8. **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.
- 3.9. **Additional Charges.** The following circumstances may give rise to additional charges to be paid by the Customer in respect of the Services:
- 3.9.1. **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.
- 3.9.2. **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.
- 3.9.3. **Additional Work.** Work requested by Customer and performed by Rogers or its sub-contractors that is outside the scope of this Product 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.
- 3.10. **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 EB used in conjunction with the Services may result in performance degradation and reduction in throughput.
- 3.11. **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.
- 3.12. **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. Failure to provide a signed LOA prior to the installation time for a particular Site, the \$100.00 cancel-before-start fee will be charged.
- 3.13. **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. Rogers may discontinue or amend Services from time to time. If Rogers discontinues or amends any of the Services offering, it will make commercially reasonable efforts to provide an alternate service consistent with the commercially available services generally offered by Rogers to other commercial customers.
- 3.14. **WARRANTY, EXCEPT WHERE OTHERWISE REQUIRED BY APPLICABLE LAW, THE 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.**