

This document sets out provisions with respect to Internet of Things products and/or services provided by Rogers Communications Canada Inc. (“**Rogers**”) pursuant to a Rogers for Business Agreement (the “**Agreement**”). The applicable terms set forth below form an integral part the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

By clicking on the links below, you will be redirected to the terms that are relevant for each named product and/or service.

[Control Centre Services \(Legacy\)](#)

[Custom APN](#)

[Internet of Things Connectivity Services](#)

[Geotab Fleet Solution](#)

[Control Centre Services](#)

[Rogers Fleet Complete](#)

[Titan GPS Solution](#)

[Rogers Smart Surveillance](#)

[Rogers Smart Parking Services](#)

Control Centre Services (Legacy)

The following terms pertain specifically to Control Centre Services supplied by Rogers to you, the customer named on the Rogers for Business Agreement. Rogers' Internet of Things services, including the Control Centre Services, are provided over a coast-to-coast Rogers-owned network based on 4G HSPA+, LTE, LTE-Advanced, LTE-M and NB-IOT, and multi-path digital fibre network technologies. You are responsible for all user activity in connection with the Control Centre Services on your account. Rogers will be using the services of Jasper to provide with the Control Centre Services.

- Coverage.** Rogers' network coverage and technologies used by Rogers can be found here: <https://www.rogers.com/consumer/wireless/network-coverage>. The coverage map accessible via the above-mentioned link is a general representation of Rogers' wireless coverage where indicated. The areas shown are approximate. Actual coverage area may vary from map graphics. Reception may be affected by various factors, including system availability and capacity, Customer's equipment, signal strength, topography and environmental conditions. Charges are based on the location of the site receiving and transmitting the signal, not the location of the subscriber. Extended Coverage is available to the Customer's end-users with a compatible device and with data roaming enabled (for access to data services). See the Extended Coverage section below for further details. The LTE-M coverage is currently limited to select regions within Ontario. LTE-M coverage will be progressively extended over time. Additionally, there is no voice currently available on Customer devices using an LTE-M-only module. LTE-M cannot be provisioned on SIMs procured prior its launch. Customers must use Rogers' LTE-M compatible SIMs. Extended Coverage is currently not available for voice, data or SMS service on customer's device using an LTE-M-only module. Extended Coverage will be available at a future date.
- Registration.** As a condition to using the Control Centre Services, each administrative user of the Control Centre Services may be required to register and select a unique password and user name ("User ID"). Customer shall ensure that each of such users provides accurate, complete, and updated registration information. A user may not (i) select or use as a User ID a name of another person with the intent to impersonate that person; or (ii) use as a User ID a name subject to any rights of a person other than such user without appropriate authorization.
- DISCLAIMER.** IN NO EVENT WILL JASPER (OR ITS STAFF, AFFILIATES AND SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES IN CONNECTION WITH THE CONTROL CENTRE SERVICES, ANY THIRD-PARTY INTERNET MATERIALS OR USE OF THE ROGERS NETWORK. USE OF THE CONTROL CENTRE SERVICES IN CONNECTION WITH MEDICAL, EMERGENCY, ENVIRONMENTAL, MILITARY, AVIATION, NUCLEAR OR SIMILAR APPLICATIONS THAT REQUIRE FAIL-SAFE TECHNOLOGY IS NOT RECOMMENDED BECAUSE THE CONTROL CENTRE SERVICES IS NOT DESIGNED OR INTENDED FOR THESE APPLICATIONS. ALL USE OF THE CONTROL CENTRE SERVICES IS AT CUSTOMER'S OWN RISK. JASPER WILL PROVIDE THE CONTROL CENTRE SERVICES CONSISTENT WITH PREVAILING INDUSTRY STANDARDS IN A MANNER THAT ENDEAVORS TO MINIMIZE ERRORS AND INTERRUPTIONS IN THE SERVICES. CONTROL CENTRE SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED MAINTENANCE OR FOR UNSCHEDULED EMERGENCY MAINTENANCE, EITHER BY JASPER OR BY THIRD-PARTY PROVIDERS, OR BECAUSE OF OTHER CAUSES BEYOND JASPER'S REASONABLE CONTROL. JASPER DOES NOT WARRANT THAT THE CONTROL CENTRE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE CONTROL CENTRE SERVICES. EXCEPT FOR THE FOREGOING, THE CONTROL CENTRE SERVICES ARE PROVIDED "AS IS" AND JASPER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.
- Intellectual Property and Misusage.** Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Control Centre Services or any technology related to the Control Centre Services ("Technology", including documentation); modify, translate, or create derivative

works based on the Control Centre Services or Technology; or copy (except for reasonable archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Control Centre Services or Technology; use the Control Centre Services or Technology for timesharing or service bureau purposes or otherwise for the benefit of a third party, except for authorized end users of customers in good standing; or remove any proprietary notices or labels with respect to the Control Centre Services. Customer will not use the Control Centre Services or Technology or access it in order to build a competitive product or service, build a product or service using similar ideas, features, functions or graphics of the Control Centre Services, or copy any ideas, features, functions or graphics of the Services. Jasper retains all rights in the Control Centre Services and Technology. The Rogers Control Centre Services may not be used illegally, for the purpose of creating or enhancing services that compete with the Rogers Control Centre Services or potentially disrupts lawful use of the Rogers Control Centre Services by others. Jasper reserves the right to suspend use of the Rogers Control Centre Services if Jasper in good faith believes that any of the provisions set forth in this Section 4 has been violated provided that in such event, Jasper will use reasonable, good faith efforts to provide advance notice -- emergencies excepted -- and to make suspension as selective and brief as practical. Upon request of Customer, Jasper will share the technical basis and reasoning for any Customer suspension.

5. Activation/Deactivation

- (a) Customer will utilize the Rogers Control Centre to activate, deactivate and perform maintenance.
- (b) Business automation rules drive the transition from one SIM Status to another SIM Status, as detailed in the User Guide.
- (c) Where certain functions cannot be performed using the Rogers Control Centre because those functions are not configured in the Rogers Control Centre, Customer acknowledges and agrees that Rogers shall have no obligation to make those functions available to Customer.
- (d) Customer shall have the option to temporarily suspend, in whole or in part, in the Rogers Control Centre, the Control Centre Services for one or several users while Customer maintains the account of those users, provided Customer agrees to pay to Rogers the service fees set out in the Product Quotation, associated with any temporarily suspended Control Centre Services.
- (e) Customer shall, at its sole cost and expense, be responsible for acquiring and maintaining any computer systems and/or telecommunications connections required to activate, deactivate and perform maintenance activities on SIMs and perform the designated maintenance services and/or other activities using the Rogers Control Centre. Customer shall be solely responsible for any cost or expense resulting from Customer's use of the Rogers Control Centre, including costs or expenses resulting from any errors made by Customer in connection with activations or deactivations.
- (f) Customer acknowledges that functions of the Rogers Control Centre may be added, deleted or modified from time to time and that enhancements thereto may be provided upon written notice thereof to Customer provided that any deletion or modification will not affect the core functionality of the Control Centre Services.
- (g) Rogers reserves the right at any time and at its sole discretion to cease making available the Rogers Control Centre and replace it with another solution and amend this document to include modified terms and conditions as a result thereof, upon reasonable written notice to Customer.

6. APN.

- (a) Rogers will install and maintain one or, at Customer's request more custom APNs for Customer during the term for the Services set out in the Agreement. Customer shall pay to Rogers the rates set forth below with respect to each such APN. Each APN shall have a

minimum of two (2) nodes. Alternatively, Customer may use a common APN specifically built to be used for Control Centre.

- (b) Customer shall be responsible for any and all connections and transmissions facilities required from Customer's host system to the ingress point of the Rogers network. With respect thereto, Customer shall pay the applicable carrier(s) supplying the required private and fixed line connections and the transmissions facilities relating thereto, the applicable monthly and other fees relating thereto in the amount determined by such carrier(s) from time to time.
- (c) Customer will install and maintain during the term of the Services set out in the Agreement, at its sole cost, any required connection(s) (of a type approved by Rogers) between Customer's host system and the Rogers Facilities.

7. Usage Alerts. To assist Customer in the monitoring of data usage, which monitoring is the responsibility of Customer, Customer shall mandatorily avail itself of the usage alert and automation functionality of the Rogers M2M Control Centre. Rogers will refuse to credit Customer's account as a result of Customer's failure to use the usage alert and automation functionality of the Rogers M2M Control Centre.

8. Data Plans. The data plans available are described in the Agreement.

9. Minimum Billable Period. For each activated unit of equipment, Customer agrees to pay the applicable monthly fees for a minimum period of 1 month from the date of activation.

10. Minimum Revenue Commitment. Where a Minimum Revenue Commitment is set out in the Agreement, such Minimum Revenue Commitment will commence to be billed by Rogers after ninety (90) days from the date the pricing set out above is available to be loaded on the Customer's Data Only Lines.

11. Payment Terms. You must pay invoices within 30 days of the date of our invoice. Late payment charges are set out on your invoice, and are subject to change without notice.

12. Roaming Rates (from outside of Canada):

- (a) U.S.: \$6.14/MB.
- (b) International: Not available.

13. SIMs

- (a) Unless otherwise set out in the Agreement, the following fees and minimum order size quantities will apply to the SIM purchased by Customer:

SIMs	Price/SIM	Quantity
2FF (regular)	\$2.00	100
3FF (micro)	\$2.00	100
4FF	\$2.00	100
2FF (ruggedized)	\$4.00	100
MFF2 (Embedded)	\$4.00	1,000

- (b) Customer shall pay to Rogers an activation fee of \$4.00 per SIM when a SIM moves to an Activated state.

14. Equipment Certification. All devices must be tested and approved by Rogers Engineering. Devices are only considered for testing once all regulatory approvals including PTCRB and Industry Canada (IC) has been obtained. Radio modules/ modems embedded or used in any device must also be PTCRB and IC approved and tested and approved by Rogers. For custom devices not already

approved by Rogers the following applies:

\$0.00	Up to four (4) devices per year.
\$5,000	Per device after the fourth device.

15. **Blocking of Voice Calls.** Voice call capabilities will be blocked by Rogers so as to ensure no voice traffic is generated by End Users.
16. **General.** Calculation of the actual price will take into account certain criteria such as rounding, compression or minimum usage. Transmission Control Protocol/Internet Protocol overhead characters shall be added to all data transmissions which characters shall be included in the calculation of kilobytes used. Customer will be charged for all data usage sent through Rogers' Facilities regardless of whether the unit of Equipment actually receives the information. To ensure complete delivery, the Rogers Facilities may resend data packets. Customer will be billed for these resent packets. If an SMS has not been delivered by the Rogers Facilities, within the period of time specified within Rogers' defined SMS delivery schedules, it will be deleted. The fees set forth above are exclusive of taxes. Customer shall be responsible for the payment of all applicable taxes relating to such fees.
17. **Definitions.** The following definitions are used in relation to Control Centre Services.

“**APN**” means access point name, a non-mobile host terminal that supports or provides access to data and applications. Generally, the APN will be configured on the Rogers Facilities and the Jasper network connecting to the Rogers Control Centre. An APN: (i) allows for the dynamic assignment of IP addresses to Equipment during active sessions; and (ii) adds routing table entries to allow these specific ranges of IP addresses to access host IP addresses connected to the Rogers Control Centre via a virtual private network (VPN) connection.

“**Data Only Lines**” means Lines which are used to connect one machine to the Internet, or one machine to another machine.

“**Jasper**” means Jasper Technologies LLC.

“**Control Centre Services**” means the access to the Rogers M2M Control Centre and services related thereto.

“**Minimum Revenue Commitment**” means the monthly amount that Customer commits to be charged by Rogers, regardless of the number of Lines activated for the IoT Connectivity Services.

“**Rogers M2M Control Centre**” means the web based tool offered as a service described in the User Guide.

“**SIM Status**” means the state into which a SIM is automatically placed using the Rogers M2M Control Centre auto-provisioning feature.

“**User Guide**” means Jasper’s user guide posted on the Rogers M2M Control Centre (“Resources” tab, “Documents” section), as such user guide may be modified from time to time.

Custom APN and VPN

The following terms pertain specifically to Custom APN supplied by Rogers to you, the customer named on the Rogers for Business Agreement.

Part I. Product Description

Access Point Network (APN) is a configuration on the Rogers Wireless Network which:

- i) allows for the assignment of dynamic or static IP addresses to users requesting them by name; and
- ii) adds routing table entries to allow these specific ranges of IP addresses to access host IP addresses connected to the Rogers Wireless Network via a private connection.

Rogers will install and maintain a custom APN for Customer during the Service Term set out in the Agreement. Each APN must have a minimum of two (2) nodes. Customer may utilize Rogers' MPLS VPN Services as connections and transmissions facilities from Customer's host system to the ingress point of the Rogers Wireless Network, in which case such MPLS VPN Services are to be quoted separately.

Part II. Product Terms and Conditions

1. Service Term. The Service Term will begin when the Services are made available for your use and continue for the duration of the Service Term set out in the Agreement.
2. Pricing
 - a. Monthly Recurring Charges for the APN Services are set out in the Agreement.
 - b. A one-time Non-Recurring Charge for installation per APN is set out in the Agreement.
 - c. Additional professional services charges for the implementation and/or migration to such Access Point Network Services may apply, and will be quoted separately.
 - d. All connectivity between the Customer's location and the APN is the responsibility of the Customer and, where provided by Rogers, will be quoted separately.
3. Payment Terms. You must pay invoices within 30 days of the date of our invoice. Late payment charges are set out on your invoice, and are subject to change without notice.

Internet of Things (IoT) Connectivity Services

The following terms pertain specifically to Internet of Things Connectivity Services supplied by Rogers to you, the customer named on the Rogers for Business Agreement. Rogers' Internet of Things services, including the Internet of Things (IoT) services, are provided over a coast-to-coast Rogers-owned network based on 4G HSPA+, LTE, LTE-Advanced, LTE-M and NB-IOT, and multi-path digital fibre network technologies.

- Coverage.** Rogers' network coverage and technologies used by Rogers can be found here: <https://www.rogers.com/consumer/wireless/network-coverage>. The coverage map accessible via the above-mentioned link is a general representation of Rogers' wireless coverage where indicated. The areas shown are approximate. Actual coverage area may vary from map graphics. Reception may be affected by various factors, including system availability and capacity, Customer's equipment, signal strength, topography and environmental conditions. Charges are based on the location of the site receiving and transmitting the signal, not the location of the subscriber. Extended Coverage is available to the Customer's end-users with a compatible device and with data roaming enabled (for access to data services). See the Extended Coverage section below for further details. The LTE-M coverage is currently limited to select regions within Ontario. LTE-M coverage will be progressively extended over time. Additionally, there is no voice currently available on Customer devices using an LTE-M-only module. LTE-M cannot be provisioned on SIMs procured prior its launch. Customers must use Rogers' LTE-M compatible SIMs.
- Price Plans.** The IOT Connectivity Services are sold in a variety of price plans. The price plan(s) purchased by the Customer are set out in the Agreement.
- Device Certification.** All Customer devices must be tested and approved by Rogers Engineering. Devices are only considered for testing once all regulatory approvals including PTCRB and Industry Canada (IC) has been obtained. Radio modules/ modems embedded or used in any device must also be PTCRB and IC approved and tested and approved by Rogers. For custom devices not already approved by Rogers, an additional charge may be applicable and will quoted in an Agreement.
- Extended Coverage.** Extended Coverage is meant to provide additional wireless coverage within Canada, outside of the Rogers Wireless Network, without incurring roaming charges. Extended Coverage is intended for occasional use; the majority of a Customer end-user's monthly usage (voice, data and SMS) must occur on the Rogers Wireless Network. If the majority of a Customer end-user's monthly usage occurs within Extended Coverage areas, Rogers may restrict or limit the Customer end-user's access to Extended Coverage on an ongoing basis.

A Customer's Rogers Device will always connect to the Rogers Wireless Network if it's available. Once a Customer end-user has left the Rogers Wireless Network and has entered an Extended Coverage area, the end-user's Device will automatically connect to Extended Coverage. A few enhanced features may not be available while in an Extended Coverage area, including:

- Call Display / Name Display
- 4-1-1 Directory Assistance Call Completion
- Pound numbers (#) and short codes
- Some advanced features while using Rogers One Number™
- N-1-1 codes:
- 2-1-1 Community Information
- 3-1-1 Non-Emergency Municipal Government
- 5-1-1 Weather & Traveler Information
- 7-1-1 Access to Message Relay Service (MRS) by the deaf
- 8-1-1 Non-urgent Health Teletriage Services

Please note that Rogers and its roaming partners may, without notice, change geographical coverage areas. Rogers is not liable to the Customer for any loss suffered as a result of any disruptions or outages to Extended Coverage, or as a result of any changes to Extended Coverage areas.

Extended Coverage is currently not available for voice, data or SMS service on customer's device using an LTE-M-only module. Extended Coverage will be available at a future date.

Product Terms and Conditions

- Pricing Eligibility.** Where the Customer is migrating to the IOT Connectivity Services from another Rogers' price plan, the IOT Connectivity Services pricing will take effect on the first day of the Customer's next wireless billing cycle, unless otherwise indicated by Rogers. Where the IOT Connectivity Services pricing set out on the Agreement includes pricing elements that must be customized on Rogers' billing system prior to the Customer's Data Only Lines being able to migrate or activate on such customized pricing, the Service Effective Date for the IOT Connectivity Services shall be the date on which Rogers notifies the Customer that such customized pricing is available. Unless otherwise set out in the Agreement, the Customer will not be eligible for any retroactive credit representing the difference between the Customer's previous pricing for their wireless services and the new IOT Connectivity Services pricing.
- Committed Number of Lines.** Where a Committed Number of Lines is set out in the Agreement for the IOT Connectivity Services, the Customer has ninety (90) days from the date the pricing set out above is available to be loaded on the Customer's Data Only Lines (the "**Commitment Date**") to activate the Committed Number of Lines. Where a Minimum Revenue Commitment is set out in the Agreement, such Minimum Revenue Commitment will commence to be billed by Rogers after ninety (90) days from the date the pricing set out above is available to be loaded on the Customer's Data Only Lines. If (A) the Committed Number of Lines is not met by the Commitment Date, or (B) the activated number of Data Only Lines falls below the Committed Number of Lines at any time after the Commitment Date; then the pricing set forth in the Agreement shall be subject to change at Rogers' sole discretion.
- Discount Eligibility.** Where the Customer's pricing for IOT Connectivity Services has been discounted, as reflected in the Agreement, such discounting is subject to the Customer attaining the Committed Number of Lines (as set out in the Agreement) by the Commitment Date and maintaining the Committed Number Lines for the duration of the Service Term for IOT Connectivity Services. In the event the Customer does not attain or maintain the Committed Number of Lines, Rogers reserves the right to remove any such discounting on the Customer's existing Data Only Lines and on any Data Only Lines subsequently activated by the Customer.
- Ordering the Services.** Services may from time to time be ordered by the Customer for the Customer's internal use by requesting to activate a Data Only Line. The Customer acknowledges and agrees that it shall be liable for all amounts owing to Rogers for Data Only Lines. To order Data Only Lines, the Customer shall have the applicable authorized person, as set forth on the Customer's Rogers account details, submit to Rogers an activation request containing the information required by Rogers.
- Economic Inducement Recovery Fee.** An Economic Inducement Recovery Fee ("**EIRF**") applies if Rogers provided an Economic Inducement when the Line Term was agreed to, and if the Line is terminated prior to the end of the Line Term. The EIRF is equal to the amount of the Economic Inducement multiplied by the number of months remaining in the Line Term at the time of termination divided by the total number of months of the Line Term (plus applicable taxes).

In other words, $EIRF = \text{amount of Economic Inducement} \times \# \text{ months left in the Line Term} \div \text{total} \# \text{ months in the Line Term} + \text{applicable taxes}$.

The amount of the Economic Inducement is equal to the aggregated total of all credits or subsidies provided (activation, conversion, renewal, or otherwise).

The parties acknowledge and agree that the Economic Inducement Recovery Fees are payable by the Customer when a Line is terminated prior to the end of the agreed upon Line Term as a genuine pre-estimate of liquidated damages and not as a penalty.

6. **Roaming.** When roaming outside of Rogers' coverage area, Customer shall be responsible for all applicable charges and shall be subject to the terms and conditions of service imposed by the wireless service provider providing such roaming services in the area where roaming occurs (including limitations on liability).
7. **Data Rounding and Rating.** Actual billed rates for data usage may vary from those quoted as a result of, without limitation, rounding, minimum message length, and usage patterns. Customer agrees that, to the extent there is any dispute as to the amount of data transmitted to and from a SIM in a particular period of time, then the amount of data transmitted as calculated by Rogers' systems and verified by the call detail records (CDRs) from such systems shall govern.
8. **Data Protocols/Transmission.** Transmission Control Protocol/Internet Protocol overhead characters shall be added to all data transmissions which characters shall be included in the calculation of data usage. Compression may impact the total amount billed to your account. The application may resend data packets to ensure complete delivery and Customer will be billed for these resent packets. Retransmissions by the application will be counted. All transmissions due to the Rogers Wireless Network on the air link are not included in the count of application resent packets as the usage records are picked up by the network after the air link retransmissions. The Customer will be charged for all data usage sent through the Rogers Wireless Network, including any advertisements that appear on the Customer's Device(s), regardless of whether such Device(s) actually receives the information.
9. **Payment Terms.** You must pay invoices within 30 days of the date of our invoice. Late payment charges are set out on your invoice, and are subject to change without notice.
10. **Rogers Facilities.** The Services will be provided to Customer using the Rogers Wireless Network within the area that Rogers provides the Services (which area may be enlarged or reduced in scope from time to time by Rogers in its sole discretion). The Customer acknowledges that the geographic areas within which Rogers provides different Services may vary. Customer acknowledges and agrees that Rogers reserves the right in its discretion and without notice to Customer, from time to time to make changes in any aspect of the Rogers Wireless Network.

In addition to Rogers' rights set forth in the Agreement, Rogers shall have the right to suspend all or part of the Services or access to the Services immediately if Rogers reasonably suspects or determines that there is a malfunction, abuse, incorrect configuration or use of the Devices, Customer Equipment, the Services, the Third Party Services, or the Rogers Wireless Network. Customer agrees that, to maintain or improve service, or for other business reasons, Rogers may at its sole discretion modify or temporarily restrict or suspend all or part of the Services without notice.

Customer acknowledges that the Services are subject to transmission limitations caused by atmospheric or topographical conditions or equipment failures beyond the reasonable control of Rogers. The Services may be temporarily refused, interrupted or curtailed due to governmental regulations or orders, system capacity limitations or equipment modifications, upgrades, reallocations, repairs, maintenance and similar activities necessary for the proper operation of the Services.

11. **No Warranty.** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES AND ALL DEVICES, OTHER ROGERS EQUIPMENT AND THIRD PARTY SERVICES ARE PROVIDED BY ROGERS "AS IS" AND "AS AVAILABLE" AND, TO THE EXTENT PERMITTED BY LAW, WITHOUT WARRANTY BY ROGERS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ROGERS SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER FOR: (I) ANY INTERRUPTIONS OR DISRUPTIONS OF THE SERVICES, THE INTERNET OR THE THIRD PARTY SERVICES OR ANY OTHER DAMAGES SUFFERED BY CUSTOMER WHICH ARE CAUSED BY DIRECTLY OR INDIRECTLY BY ANY FAILURES OF THE DEVICES, OTHER ROGERS EQUIPMENT, THE SERVICES, THE ROGERS WIRELESS NETWORK, THE INTERNET OR THE THIRD PARTY SERVICES; (II) ANY POWER FAILURES; (III) ANY ACTS OR OMISSIONS OF CUSTOMER OR ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS INCLUDING, WITHOUT LIMITATION, DEFAMATION OR COPYRIGHT INFRINGEMENT; (IV) ANY DISRUPTION OF ANY PART OF THE EQUIPMENT USED TO PROVIDE THE

SERVICES BY PARTIES OTHER THAN ROGERS; (V) ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ARISING FROM OR IN CONNECTION WITH CUSTOMER'S USE OF THE DEVICES, OTHER ROGERS EQUIPMENT, THE SERVICES OR THE THIRD PARTY SERVICES; (VI) ANY EVENT OF FORCE MAJEURE, AS DESCRIBED IN THE AGREEMENT; OR (VII) ANY SUSPENSION OR TERMINATION OF THE SERVICES

FURTHER, TO THE EXTENT PERMITTED BY LAW, ROGERS DOES NOT WARRANT THE PERFORMANCE, AVAILABILITY, UNINTERRUPTED USE OF OR OPERATION OF THE INTERNET OR CUSTOMER'S CONNECTION TO THE INTERNET. ROGERS DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO CUSTOMER (WHETHER BY E-MAIL OR OTHERWISE) WILL BE TRANSMITTED, TRANSMITTED IN UNCORRUPTED FORM, OR TRANSMITTED WITHIN A REASONABLE PERIOD OF TIME.

Part III. Definitions

The following definitions are used in conjunction with IoT Connectivity Services. Any capitalized terms not defined below are defined in the Agreement.

- 1.1 Canadian – means wireless data traffic both originating and terminating within Canada.
- 1.2 Committed Number of Lines – means the number of Data Only Lines set out in the Agreement for the IOT Connectivity Services.
- 1.3 Data Only Lines – means Lines which are used to connect one machine to the Internet, or one machine to another machine.
- 1.4 Minimum Revenue Commitment – means the monthly amount that Customer commits to be charged by Rogers, regardless of the number of Lines activated for the IoT Connectivity Services.
- 1.5 International – means wireless data traffic terminating to a country other than Canada or the United States.
- 1.6 Line Term – means the period of time that the Customer commits to maintain the selected price plan on a certain Data Only Line. Following the end of the Line Term for each Data Only Line, the Line Term shall continue on a month to month basis at the then-current pricing in effect for such Data Only Line, until terminated by either Rogers or the Customer. During any such month to month renewal of the Line Term, Rogers reserves the right to remove any discount set out in the Agreement for the applicable Data Only Line.
- 1.7 North American – means wireless data traffic terminating to Canada and the United States.
- 1.8 Rogers Wireless Network – means the Rogers-owned wireless transmission facilities.
- 1.9 United States – means wireless data traffic originating and terminating within the United States.

Geotab Fleet Solution

The following terms pertain specifically to Geotab Fleet Solution supplied by Rogers to you.

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 “**ELD**” means Electronic Logging Device.
- 1.2 “**EULA**” means End User License Agreement.
- 1.3 “**Geotab System**” Also named as Geotab fleet management solution is a system containing “The Geotab Go Device”, “Rogers Connectivity” and the managing software named “MyGeotab”. The device captures data from vehicle, transmits the data via network to the managing software for real-time monitoring and further analysis and reports.
- 1.4 “**MyGeotab**” means Geotab’s Managing software. This is a web-based solution used to manage Geotab data and services.
- 1.5 “**Subcontractor**” – means a third party under contract to Rogers to provide some or all of the Services described in this SOW.
- 1.6 “**Site**” means a single customer location.
- 1.7 “**Subcontractor**” means a third party under contract to Rogers to provide some or all of the Services described in this Schedule.
- 1.8 “**Technologies**” - means the current technologies used by Rogers to provide the Services such as 3G, 4G, LTE, LTE-M, 5G, NB-IoT as well as any technology Rogers may use in the future.

2. **Description.**

This Schedule pertains specifically to Geotab Fleet Management Solution (the “**Services**”) to design, deliver, implement, and support the use of a Rogers powered GPS Fleet Management system. Rogers will be working with you to determine the most appropriate GPS solution and provide all of the necessary support needed to implement the system.

- 2.1 **Geotab Base Plan**: This plan offers GPS location, vehicle Identification Number (VIN), Driver ID and basic IOX support.
- 2.2 **Geotab Regulatory Plan**. This plan adds Hours of Service, International Fuel Tax Agreement (IFTA) and Temperature Monitoring functionality over the Base Plan. It is geared towards assisting fleets in meeting a range of compliance regulations.
- 2.3 **Geotab Pro Plan**. This plan offers the functionality of the Regulatory Plan and adds support for engine and accelerometer data.
- 2.4 **Geotab Pro Plus Plan**. This Plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services.
- 2.5 **Professional Services**: The following Professional Services are available:
 - 2.5.1 **Discovery Services**: Rogers will meet with you to determine the specific requirements needed from a fleet management solution. An applicable solution will be proposed and presented to highlight the functions that relate to the system requirements and any other additional features that may be useful for you.
 - 2.5.2 **Design Services**: Rogers will determine, with input from you, which aspects of the fleet management system will be utilized and will provide all of the available reporting necessary to support the level of functionality as

agreed with you for use once the hardware is installed.

2.5.3 Deployment Services: Rogers will provide either on-site or remote hardware installation support. The in-vehicle hardware is plug-and-play and can be installed in minutes with no previous experience. Rogers will also create the Geotab database, including the set up all vehicles therein and required user accounts. After several days of vehicle data has been recorded, Contractor will provide on-site or remote initial training (note: availability of on-site training is price package dependent). After initial training is complete a follow up training schedule will be created to provide further remote training and system overview.

2.5.4 Professional Services Deliverables. Specific Deliverables include:

- 2.5.4.1 Product Onboarding;
- 2.5.4.2 Initial database creation;
- 2.5.4.3 Hardware installation training and support; and
- 2.5.4.4 System setup including:
 - 2.5.4.4.1 Report configuration;
 - 2.5.4.4.2 Initial user account setup;
 - 2.5.4.4.3 Security clearance assignments;
 - 2.5.4.4.4 Geotab exception rule calibration;
 - 2.5.4.4.5 Initial software training;
 - 2.5.4.4.6 Ongoing software support; and
 - 2.5.4.4.7 System review services.

2.5.5 Your Responsibilities. Your responsibilities include:

- 2.5.5.1 Installation of hardware and all related equipment;
- 2.5.5.2 Notifying Subcontractor of any deficiencies of product features, functionalities or hardware performance;
- 2.5.5.3 Providing personnel with the required skills and resources to maintain the Services;
- 2.5.5.4 Support and provide training to all non-administrative users including (but no limited to) ELD drivers and sub-managers.
- 2.5.5.5 Provide Rogers with contact lists for notifications for system updates, outages, general product enhancements or improvements and depreciation.
- 2.5.5.6 Maintaining current system vehicle, users, zones, rules and report entities within the Geotab System.

2.5.6 Out of Scope. Notwithstanding anything herein to the contrary, the following items are not in scope for the Professional Services:

- 2.5.6.1 Installation of hardware;
 - 2.5.6.1.1 The Rogers Subcontractor does not provide direct installation services. Subcontractor provides installation training and Geotab installation certification, but it does not provide direct installation services. Subcontractor can provide installation references for 3rd parties for you to procure installation services from directly.
- 2.5.6.2 Software integrations; and
- 2.5.6.3 Anything not otherwise listed as a Deliverable.

2.5.7 Assumptions and Dependencies. In order to achieve a successful deployment, Rogers assumes the following;

- 2.5.7.1 A minimum system requirement of:
 - 2.5.7.1.1 Windows Vista, 7, 8 or later;
 - 2.5.7.1.2 Mac OS X 10.5 or later;
 - 2.5.7.1.3 .NET 2.0 (already installed with Vista);
 - 2.5.7.1.4 40 GB hard disk that has 15GB space free;

- 2.5.7.1.5 1 GB of RAM;
 - 2.5.7.1.6 Additional hard disk space might be required for data storage;
 - 2.5.7.1.7 iOS (iPhone, iPad and iPod Touch) 5.0 or later;
 - 2.5.7.1.8 Android 3.0 or later (Android 2.1 or later when using Firefox for Android);
 - 2.5.7.1.9 Note: Due to the volume of data presented on MyGeotab as a result of maps and reports, we also recommend that you have access to a high-speed internet connection.
- 2.5.7.2 Touch screen displays are supported.
- 2.5.7.3 Only unused hardware may be returned and will incur a 20% restocking fee and all related shipping costs.
- 2.5.7.4 Vehicle data is dependent on make and model of vehicle.
- 2.5.7.5 Device status changes must be requested by you and approved by Rogers.
- 2.5.7.6 While Rogers employs best commercial efforts to provide correct harness types for customer vehicles using information provided by Geotab Inc., due to vehicle manufacturers unannounced changes, changes in manufacture mid-year or differences in vehicle wiring used at various assembly plants for the same manufacturer, Rogers cannot guarantee 100% accuracy when providing likely harnesses required. Harnesses are non-refundable therefore customers are strongly recommended to visually confirm the format of each vehicle's diagnostic port in order to ensure that correct harnesses are purchased.
- 2.5.8 **Additional Work.** Changes in the scope of Services requested by you that are outside the scope of the Services will require a separate quote and/or statement of work.
- 2.5.9 **Site.** The Services shall be performed by Rogers remotely.

2.6 **Support:**

You will be provided with support contact info as part of your onboarding program. Support includes network, solution and billing issues support.

For technical issues please contact:

- 1 (888) 680-5833
- Note: We only support to administrators and not end drivers. Also the 24/7, non administrator support is only offered through the Geotab Pro Plus Plan
- For billing issue, please contact:
- 1-877 274 3375
- Rogers.BusinessSupport@rci.rogers.com
- Hours of operation are Mon-Fri 8:30am-5:00pm EST

- 2.7 **Coverage.** Rogers' network coverage and Technologies (as defined below) used by Rogers can be found here: <https://www.rogers.com/consumer/wireless/network-coverage>. The coverage map accessible via the above-mentioned link is a general representation of Rogers' wireless coverage where indicated. The areas shown are approximate. Actual coverage area may vary from map graphics. Coverage may be enlarged or reduced in scope from time to time by Rogers in its sole discretion. Charges are based on the location of the site receiving and transmitting the signal, not the location of the subscriber.

3. **Product Terms and Conditions**

- 3.1 **Initial Service Term.** The Services are provided for an Initial Service Term of thirty-six (36) months from the date that the Hardware is delivered to you.

- 3.2 **Renewal Term(s).** Notwithstanding anything to the contrary in the Agreement, upon the expiration of the Initial Service Term or any Service Renewal Term, these terms will automatically be renewed on the Business Internet of Things Terms

same terms and conditions for consecutive month-to-month renewal period(s) unless either party provides written notice of non-renewal or cancellation to the other at least 90 days in advance.

3.3 EULA. You must accept the terms and conditions for the Services found at <https://my.geotab.com/eula.html>.

3.4 Termination Fees. If you terminate 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, you shall pay to Rogers, as liquidated damages and not as a penalty, an amount which is equal to the sum of:

3.4.1 One hundred percent (100%) of the remaining monthly fees for the terminated service that would have been payable to the end of the Service Term; and

3.4.2 A lump sum representing any Hardware costs not covered by 3.4.1 above, and the amortized remainder of any waived or discounted installation or one-time charges associated with the terminated Service(s) in consideration of your commitment to the Service Term for such Services.

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

3.5 Invoicing. Monthly recurring charges for the Services are invoiced monthly and will commence once the Hardware has been delivered to you.

3.6 WARRANTY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES AND ALL DEVICES, OTHER ROGERS EQUIPMENT AND THIRD PARTY SERVICES ARE PROVIDED BY ROGERS "AS IS" AND "AS AVAILABLE" AND, TO THE EXTENT PERMITTED BY LAW, WITHOUT WARRANTY BY ROGERS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ROGERS SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER FOR: (I) ANY INTERRUPTIONS OR DISRUPTIONS OF THE SERVICES, THE INTERNET OR THE THIRD PARTY SERVICES OR ANY OTHER DAMAGES SUFFERED BY CUSTOMER WHICH ARE CAUSED BY DIRECTLY OR INDIRECTLY BY ANY FAILURES OF THE DEVICES, OTHER ROGERS EQUIPMENT, THE SERVICES, THE ROGERS WIRELESS NETWORK, THE INTERNET OR THE THIRD PARTY SERVICES; (II) ANY POWER FAILURES; (III) ANY ACTS OR OMISSIONS OF CUSTOMER OR ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS INCLUDING, WITHOUT LIMITATION, DEFAMATION OR COPYRIGHT INFRINGEMENT; (IV) ANY DISRUPTION OF ANY PART OF THE EQUIPMENT USED TO PROVIDE THE SERVICES BY PARTIES OTHER THAN ROGERS; (V) ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ARISING FROM OR IN CONNECTION WITH CUSTOMER'S USE OF THE DEVICES, OTHER ROGERS EQUIPMENT, THE SERVICES OR THE THIRD PARTY SERVICES; (VI) ANY EVENT OF FORCE MAJEURE, AS DESCRIBED IN THE AGREEMENT; OR (VII) ANY SUSPENSION OR TERMINATION OF THE SERVICES.

3.7 Limitation of Liability

Notwithstanding anything to the contrary in the Agreement, Rogers' total cumulative liability for Damages arising out of or in connection with the provision of Products or Services under this Schedule, whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory even if Rogers has been advised of the possibility of those damages, is limited to direct, actual, provable Damages and will in no event exceed an amount equal to the total aggregate monthly fees paid for the Products or Services provided pursuant to this Schedule during the three month period before the event giving rise to the Damages, less all discounts and credits and amounts paid for previous Damages for such Service. Roger's liability shall be limited in all cases to direct damages and in no event shall Rogers be liable for lost profits, loss of data, economic loss, down time costs, costs of substitute goods or services, lost goodwill, loss from work stoppage, cost of overhead, loss of anticipated benefits hereunder, or any indirect, incidental, consequential, special or exemplary or punitive damages of any kind.

Control Centre Services

The following terms pertain specifically to Control Centre Services supplied by Rogers to you, the customer named on the Rogers for Business Agreement (the "Agreement"). Rogers' Internet of Things services, including the Rogers Control Centre services, are provided over a coast-to-coast Rogers-owned network based on 4G HSPA+, LTE, LTE-Advanced, LTE-M and NB-IOT, and multi-path digital fibre network technologies. You are responsible for all user activity in connection with the Control Centre Services on your account. Rogers will be using the services of Jasper to provide with the Control Centre Services.

1. Definitions. The following definitions are used in these terms. Other terms capitalized terms used herein and not defined below have the meanings set out in the Agreement.

- 1.1 "Account"** means an instance associated with a unique account ID.
- 1.2 Advantage** means one of the service tiers of the Rogers Control Centre Services covered by the features outlined in these terms.
- 1.3 APN** means access point name, a non-mobile host terminal that supports or provides access to data and applications. Generally, the APN will be configured on the Rogers Facilities and the Jasper network connecting to the Rogers Control Centre. An APN: (i) allows for the dynamic assignment of IP addresses to Equipment during active sessions; and (ii) adds routing table entries to allow these specific ranges of IP addresses to access host IP addresses connected to the Rogers Control Centre via a virtual private network (VPN) connection.
- 1.4 Billable SIMs** A device is considered billable when it is in an Activated SIM state for some portion of the billing cycle. Rogers Control Centre will also bill for a non-Activated device if that device is fulfilling a commitment. SIM states are described in the User Guide.
- 1.5 Committed Number of SIMs** means the minimum number of active SIMs which you are committing to per billing cycle for the stated Service Term.
- 1.6 Device** - means wirelessly-enabled IoT equipment that is authorized by Rogers for use on the Rogers Wireless Network. A Device does not include a smartphone or unrestricted tablet.
- 1.7 Essential** means one of the service tiers of the Rogers Control Centre Services covered by the features outlined in these terms.
- 1.8 IoT** means internet of things.
- 1.9 Minimum Revenue Commitment** means the monthly amount that you commit to be charged by Rogers, regardless of the number of SIMs activated for the Services.
- 1.10 Rogers Control Centre** means the web-based tool offered as a service described in the User Guide.
- 1.11 Service Tier** means the Essential or Advantage tier of the Rogers Control Centre Services.
- 1.12 SIM Status** means the state into which a SIM is placed using the Rogers Control Centre self-serve features or automation rules. SIM status determines the ability to establish data connectivity on the network and affects whether the device is billable.
- 1.13 Technologies** means the current technologies used by Rogers to provide the Services such as 4G, LTE, LTE-M, NB-IoT as well as any technology Rogers may use in the future.
- 1.14 Third Party Facilities and/or Services** means facilities and/or services made available to Rogers and/or you from a third party vendor appointed by Rogers to enable Rogers to provide the Services to you hereunder and include the Rogers Control Centre.

1.15 **“User Guide”** means the user guide (posted on the Rogers Control Centre “Help” tab “Downloads” section), as such user guide may be modified from time to time and provided to you upon request.

2. **Product Description.** These terms pertain specifically to IoT connectivity services provided through the Control Centre Platform supplied by Rogers to you (the **“Rogers Control Centre Services”**). The Rogers Control Centre Services are provided over the Rogers Wireless Network and Rogers’ roaming partners, when applicable.

3. **End Users.** These terms applies to all End Users who have access to the Rogers Control Centre platform and services associated thereto. You are responsible for all user activity in connection with the Rogers Control Centre Services or your account.

4. **Coverage.** Rogers’ network coverage and Technologies used by Rogers can be found here: <https://www.rogers.com/consumer/wireless/network-coverage>. The coverage map accessible via the above-mentioned link is a general representation of Rogers’ wireless coverage where indicated. The areas shown are approximate. Actual coverage area may vary from map graphics. Coverage may be enlarged or reduced in scope from time to time by Rogers in its sole discretion. Charges are based on the location of the site receiving and transmitting the signal, not the location of the subscriber.

You acknowledge that Rogers may, in its discretion and without notice to you, from time to time, make changes in any aspect of Rogers’ wireless network, provided however that if the change pertains to the decommissioning of any Technology, Rogers will provide you with a prior written notice of at least twelve (12) months prior to the effective date on which Rogers will decommission such Technology.

5. **Approved Use.** The Rogers Control Centre Services SIMs may only be used for IoT use cases purposes and any other uses, including for cellular phones or tablets, are strictly prohibited.

6. **Price Plans & Platform Fees.** The Rogers Control Centre Services are sold in a variety of price plans and platform service tiers. The price plan(s) purchased by you and the associated platform fees are set out in the Agreement.

7. **Device Certification.** All your devices must be tested and approved by Rogers Engineering. Devices are only considered for testing once all regulatory approvals including PTCRB and Industry Canada (IC) has been obtained. Radio modules/ modems embedded or used in any device must also be PTCRB and IC approved and tested and approved by Rogers. For custom devices not already approved by Rogers, an additional charge may be applicable and will quoted in the Agreement.

8. **Pricing Eligibility.** You may only change from one Rogers Control Centre Services price plan to another price plan on the same Service Tier. Following a price plan change, the Rogers Control Centre Services pricing will take effect on the next billing cycle on the Essential Service Tier and within the same billing cycle on the Advantage Service Tier. Where the Rogers Control Centre Services pricing set out on the Agreement includes pricing elements that must be customized on Rogers’ billing system prior to the your IoT SIMs being able to migrate or activate on such customized pricing, the Service Effective Date for the Rogers Control Centre Services shall be the date on which Rogers notifies you that such customized pricing is available. Unless otherwise set out in the Agreement, you will not be eligible for any retroactive credit representing the difference between the your previous pricing for your IoT services and the new Control Centre Services pricing.

9. **Committed Number of SIMs.** Where a Committed Number of SIMs is set out in the Agreement for the Rogers Control Centre Services, and timeframe is not specified in the Agreement, you have ninety (90) days from the date the pricing set out in the Agreement is available to be loaded on the your IoT SIMs (the **“Commitment Date”**) to activate the Committed Number of SIMs. If the Committed Number of SIMs is not met by the Commitment Date, Rogers will automatically bill the difference between the Billable SIMs and the Committed Number of SIMs at the default price plan rate.

If (i) the Committed Number of SIMs is not met by the Commitment Date, or (ii) the activated number of IoT SIMs falls below the Committed Number of SIMs at any time after the Commitment Date; then the pricing set forth in the Agreement shall be subject to change at Rogers' sole discretion.

10. **Minimum Revenue Commitment.** Where a Minimum Revenue Commitment is set out in the Agreement, such Minimum Revenue Commitment will commence to be billed by Rogers from the first full bill cycle following the contract signature (meaning the date you execute your commitment to purchase the Services provided pursuant to these terms).
11. **Discount Eligibility.** Where your pricing for Rogers Control Centre Services has been discounted, as reflected in the Agreement, such discounting is subject to you attaining the Committed Number of SIMs (as set out in the Agreement) by the Commitment Date and maintaining the Committed Number of SIMs for the duration of the Service Term for Rogers Control Centre Services. In the event you do not attain or maintain the Committed Number of SIMs, Rogers reserves the right to remove any such discounting on your existing IoT SIMs and on any IoT SIMs subsequently activated by you.
12. **Ordering the Services.** Rogers Control Centre Services may from time to time be ordered by you for your internal use by using the self-serve features of the Rogers Control Centre platform. You acknowledge and agree that you shall be liable for all amounts owing to Rogers for IoT SIMs along with all associated fees.
13. **Termination Fees.** Should you terminate the Rogers Control Centre Services for any reason other than for cause as permitted under the Agreement, or if Rogers terminates the Rogers Control Centre Services for cause as permitted under the Agreement, you shall pay to Rogers, as liquidated damages and not as a penalty, an amount which is equal to the sum of:
 - (a) one hundred percent (100%) of the remaining Minimum Revenue Commitment from the effective date of termination to the end of the Service Term (plus applicable taxes);
 - (b) one hundred percent (100%) of the monthly charges remaining for the Committed Number of SIMs from the effective date of termination to the end of the Service Term; calculated by multiplying the default plan's monthly Service Fee by the number of Committed number of SIMs multiplied by the number of months remaining in the Service Term (plus applicable taxes); and
 - (c) fifty percent (50%) of the monthly charges remaining for any APN from the effective date of termination to the end of the Service Term for the APN.

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

14. **Data Rounding and Rating.** Actual billed rates for data usage may vary from those quoted as a result of, without limitation, rounding, minimum message length, and usage patterns. You agree that, to the extent there is any dispute as to the amount of data transmitted to and from a SIM in a particular period of time, then the amount of data transmitted as calculated by Rogers' systems shall govern.
15. **Data Pooling.** For all SIMs on identical pooling plans under the same Account, the SIMs will automatically pool together giving you access to draw data from the pool for a monthly fee, plus applicable overage charges. Different pooling plans cannot pool together.
16. **Data Protocols/Transmission.** Transmission Control Protocol/Internet Protocol overhead characters shall be added to all data transmissions which characters shall be included in the calculation of data usage. Compression may impact the total amount billed to your account. The application may resend data packets to ensure complete delivery and you will be billed for these resent packets. Retransmissions by the application will be counted. You will be charged for all data usage sent through the Rogers Wireless Network, including any advertisements that appear on the your device(s), regardless of whether such device(s) actually receives the information or whether you initiated the data session. To ensure complete delivery, the Rogers Wireless Network may resend data packets. You will be billed for these resent packets.

- 17. SMS Protocols/Transmission.** Calculation of the actual price will take into account certain criteria such as rounding, compression or minimum usage. You will be charged for all SMS usage sent through Rogers' Network regardless of whether the SIM actually receives the information or whether you initiated the SMS. To ensure complete delivery, the Rogers Network may resend SMS. You will be billed for these resent SMS. If an SMS has not been delivered by the Rogers Network, within the period of time specified within Rogers' defined SMS delivery schedules, it will be deleted. The fees set forth in these terms are set forth exclusive of taxes. You shall be responsible for the payment of all applicable taxes relating to such fees.
- 18. Service Limitations.** The Rogers Control Centre Services are made available to End Users only when Customer Equipment is in operating range of the Rogers Facilities. In addition, the Rogers Control Centre Services may be temporarily refused, interrupted, or limited at any time because of: (i) limitations to the Rogers Facilities; (ii) limitations to the Third Party Facilities and/or Rogers Control Centre Services; (iii) transmission limitations caused by atmospheric, topographical or other factors outside of Rogers' reasonable control; (iv) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the Rogers Control Centre Services and/or the Third Party Facilities and/or Rogers Control Centre Services; (v) unavailability of sites, locations or areas in Rogers' network footprint during the progressive roll-out of a new Technology or (vi) regulatory order or decision. Individual data transmissions may be involuntarily delayed for a variety of reasons, including atmospheric conditions, topography, weak batteries, system over-capacity, movement outside a geographic locations in which the Services and/or Third Party Facilities and/or Rogers Control Centre Services are available from time to time and gaps in coverage within said geographic locations. You acknowledge that not all types of devices, price plans, equipment and SIMs function on all Technologies.
- 19. Limits on Rogers Liability for Emergency Services Provided on a Mandatory Basis**
This section applies only to the provision of emergency services on a mandatory basis. For the purposes of this provision "you/your" means the you and your end users. In respect of the provision of emergency services on a mandatory basis, Rogers is not liable for:
- libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over Rogers' network from your property or premises or recorded by Customer Equipment or Rogers Equipment;
 - damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by Rogers;
 - damages arising out of the transmission of material or messages over the Rogers Wireless Network on your behalf which is in any way unlawful;
 - any act, omission or negligence of other companies or telecommunications systems when their facilities are used in establishing connections to or from your facilities and equipment.
- Furthermore, except in cases where negligence on Rogers part results in physical injury, death or damage to your property or premises, Rogers' liability for negligence related to the provision of emergency services on a mandatory basis is limited to the greater of \$20 and three times the amount (if any) you would otherwise be entitled to receive as a refund for the provision of defective service under the Agreement. However, Rogers' liability is not limited by this section in cases of deliberate fault, gross negligence or anti-competitive conduct on Rogers' part or in cases of breach of contract where the breach results from Rogers' gross negligence.
- 20. No Warranty.** YOU ACKNOWLEDGE AND AGREES THAT THE ROGERS CONTROL CENTRE SERVICES AND ALL DEVICES, OTHER ROGERS EQUIPMENT AND THIRD PARTY SERVICES ARE PROVIDED BY ROGERS "AS IS" AND "AS AVAILABLE" AND, TO THE EXTENT PERMITTED BY LAW, WITHOUT WARRANTY BY ROGERS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ROGERS SHALL HAVE NO LIABILITY WHATSOEVER TO YOU FOR: (I) ANY INTERRUPTIONS OR DISRUPTIONS OF THE ROGERS CONTROL CENTRE SERVICES, THE

INTERNET OR THE THIRD PARTY SERVICES OR ANY OTHER DAMAGES SUFFERED BY CUSTOMER WHICH ARE CAUSED BY DIRECTLY OR INDIRECTLY BY ANY FAILURES OF THE DEVICES, OTHER ROGERS EQUIPMENT, THE ROGERS CONTROL CENTRE SERVICES, THE ROGERS WIRELESS NETWORK, THE INTERNET OR THE THIRD PARTY SERVICES; (II) ANY POWER FAILURES; (III) ANY ACTS OR OMISSIONS OF YOU OR YOUR OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS INCLUDING, WITHOUT LIMITATION, DEFAMATION OR COPYRIGHT INFRINGEMENT; (IV) ANY DISRUPTION OF ANY PART OF THE EQUIPMENT USED TO PROVIDE THE ROGERS CONTROL CENTRE SERVICES BY PARTIES OTHER THAN ROGERS; (V) ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE DEVICES, OTHER ROGERS EQUIPMENT, THE ROGERS CONTROL CENTRE SERVICES OR THE THIRD PARTY SERVICES; (VI) ANY EVENT OF FORCE MAJEURE, AS DESCRIBED IN THE AGREEMENT; OR (VII) ANY SUSPENSION OR TERMINATION OF THE ROGERS CONTROL CENTRE SERVICES. FURTHER, TO THE EXTENT PERMITTED BY LAW, ROGERS DOES NOT WARRANT THE PERFORMANCE, AVAILABILITY, UNINTERRUPTED USE OF OR OPERATION OF THE INTERNET OR YOUR CONNECTION TO THE INTERNET. ROGERS DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO YOU (WHETHER BY E-MAIL OR OTHERWISE) WILL BE TRANSMITTED, TRANSMITTED IN UNCORRUPTED FORM, OR TRANSMITTED WITHIN A REASONABLE PERIOD OF TIME.

- 21. Roaming Availability and Limitations.** Rogers will, to the extent permitted under the roaming agreements it has entered into with third party network operators (the “**Roaming Agreements**”), provide certain roaming services to End Users provided this feature is enabled on the your Account. Roaming in Canada (also referred to as Extended Coverage) is provided to you at no additional charge. Certain types of SIMs may not benefit from Extended Coverage. Roaming is subject to the restrictions that may exist in the Roaming Agreements. Rogers may in its sole discretion suspend roaming privileges to any End User if it discovers or suspects that the roaming services are being used in a fraudulent manner or contrary to the provisions of this Section. Roaming End Users may only roam incidentally to their use of the Rogers Control Centre Services in Canada and cannot roam on the networks of third party network operators on a permanent basis. As a result, the majority of an End Users’ monthly usage must occur on the Rogers wireless network. If the majority of an End Users’ monthly usage occurs while roaming, Rogers may restrict or limit such End User’s access to roaming on an ongoing basis. Notwithstanding the foregoing, permanent use is allowed in Saskatchewan for internet of things to the extent however that your head office or operating headquarters are located outside of Saskatchewan. Rogers will notify you reasonably in advance if the conditions pertaining to permanent roaming in Saskatchewan change as a result of changes to Rogers’ agreements with the Canadian network operator with whom Rogers has arrangements in place for permanent roaming in Saskatchewan. Rogers agrees to use commercially reasonable efforts to provide you with prior or prompt subsequent, notification of any such suspension of roaming service; provided, however, that Rogers shall have no liability arising out of any failure to notify you. Rogers shall be entitled from time to time and at any time, at its sole discretion, to add, modify or remove territories where roaming shall be available to End Users. You acknowledge that not all features and/or functionalities are available in each territory where roaming is available and roaming in certain territories is only available for use with Customer Equipment using certain Technologies. Rounding rules and minimum usage conditions vary from one Roaming Agreement to another.
- 22. Registration.** As a condition to using the Rogers Control Centre Services, each administrative user of the Rogers Control Centre Services may be required to register and select a unique password and user name (“**User ID**”). You will ensure that each of such users provides accurate, complete, and updated registration information. A user may not (i) select or use as a User ID a name of another person with the intent to impersonate that person; or (ii) use as a User ID a name subject to any rights of a person other than such user without appropriate authorization.
- 23. Rogers Control Centre Services Tiers.** You will be onboarded on either the Essential Service Tier or the Advantage Service Tier of the Rogers Control Centre platform as outlined in the Agreement. The features of the Service Tiers are set out in these terms. Migration between Service Tiers is not available.
- 24. Activation/Deactivation.**

- (a) You will utilize the Rogers Control Centre platform to activate, deactivate and perform maintenance.
- (b) Business automation rules drive the transition from one SIM Status to another SIM Status, as detailed in the User Guide. The Essential tier of the Rogers Control Centre platform does not include automation rules which require the addition of an add-on package. The Advantage tier of the Rogers Control Centre platform includes automation rules.
- (c) Where certain functions cannot be performed using the Rogers Control Centre platform because such functions are not configured in the Rogers Control Centre platform, you acknowledge and agree that Rogers shall have no obligation to make those functions available to you.
- (d) The [Rogers Control Centre Services](#) may not be used illegally, for the purpose of creating or enhancing services that compete with the [Rogers Control Centre Services](#) or in a manner that either infringes on a third party's intellectual property rights or in Rogers' reasonable opinion potentially disrupts lawful use of the [Rogers Control Centre Services](#) by others. Rogers reserves the right to suspend use of the [Rogers Control Centre Services](#) if Rogers in good faith believes that any of the usage guidelines referred to in the preceding sentence have been violated. In case of suspension, Rogers will use reasonable, good faith efforts to provide advance notice (emergencies excepted) and to make suspension as selective and brief as practical.
- (e) You will, at your sole cost and expense, be responsible for acquiring and maintaining any computer systems and/or telecommunications connections required to activate, deactivate and perform maintenance activities on SIMs and perform the designated maintenance services and/or other activities using the Rogers Control Centre Services. You will be solely responsible for any cost or expense resulting from your use of the Rogers Control Centre Services, including costs or expenses resulting from any errors made by you in connection with activations or deactivations.
- (f) You acknowledge that functions of the Rogers Control Centre Services may be added, deleted or modified from time to time and that enhancements thereto may be provided upon written notice thereof to you provided that any deletion or modification will not affect the core functionality of the Rogers Control Centre Services.
- (g) Rogers reserves the right at any time and at its sole discretion to cease making available the Rogers Control Centre Services and replace it with another solution and amend these terms to include modified terms and conditions as a result thereof, upon reasonable written notice to you.

25. APN.

- (a) Where you request a Custom APN, Rogers will install and maintain one or, at your request, more custom APNs for you during the Service Term outlined in the Agreement. You will pay to Rogers the rates set forth in Section 36 with respect to each such APN for the full Service Term. Each APN shall have a minimum of two (2) nodes. Alternatively, you may use a common APN specifically built to be used for Rogers Control Centre Services.
- (b) You will be responsible for any and all connections and transmissions facilities required from your host system to the ingress point of the Rogers network. With respect thereto, you will pay the applicable carrier(s) supplying the required private and fixed line connections and the transmissions facilities relating thereto, the applicable monthly and other fees relating thereto in the amount determined by such carrier(s) from time to time.
- (c) You will install and maintain during the Service Term outlined in the Agreement, at its sole cost, any required connection(s) (of a type approved by Rogers) between your host system and the Rogers Facilities.

26. Usage Alerts. It is your responsibility to monitor and manage your device usage using the self-serve platform features. In order to assist you in the monitoring of usage, you may purchase Add-On Features with various automation rules. It is your responsibility to understand the rules available for each feature and to request such Add-On Features to be enabled to the desired account. Rogers will refuse to credit your account as a result of your failure to monitor and manage your Account.

27. Rogers Control Centre Price Plans. The Rogers Control Centre price plans available are

described in the Agreement.

- 28. Minimum Billable Period.** For each activated SIM, you agree to pay the applicable monthly fees for a minimum period of 1 month from the date of activation.
- 29. Minimum Revenue Commitment.** Where a Minimum Revenue Commitment is set out in the Agreement, such Minimum Revenue Commitment will commence to be billed by Rogers from the first full bill cycle following the contract signature (meaning the date you execute your commitment to purchase the Services provided pursuant to these terms).
- 30. Roaming Rates (from outside of Canada).**
- (a) U.S.: \$0.25/MB.
 - (b) International: International roaming is disabled by default unless Rogers has provided an international roaming rate to you in the Agreement.

For the Essential Service Tier, the above rates are only applicable if you have enabled the Additional Rate Plan Zone Essential Add-On Feature or the Essential Gold package.

31. SIMs

- (a) Unless otherwise set out in the Agreement, the following fees and minimum order size quantities will apply to the SIM purchased by you:

SIMs	Price/SIM	Minimum Quantity (in increments of)
2FF, 3FF, 4FF (regular)	\$2.00	20
2FF (ruggedized)	\$4.00	20
MFF2 (Embedded)	\$4.00	1,000

- (b) You will pay to Rogers an activation fee of \$4.00 per SIM when a SIM moves to an Activated state.
- (c) The fees set forth in paragraph (a) above are subject to change from time to time, without notice.

- 32. Rogers Control Centre Platform Fees.** Platform features are enabled on a per Account basis and charged to each Billable SIM on the Account, per billing cycle. You may not subscribe to any Add-on Features or add-on packages on a standalone basis; the Base Platform Fee is required for both Service Tiers. The Add-on Features and packages are optional.

33. Rogers Control Centre Platform Essential Tier Fees.

Essential Base Platform Fee (Required):	Price Per Billable SIM, Per month
<p>Inclusions:</p> <ul style="list-style-type: none"> • SIM lifecycle management (Self-serve platform) • Rate plan changes effective at next billing cycle • Diagnostics • SIM Ordering • Data Service Provisioning • Access to applicable REST APIs 	<p><i>Price as set out in the Agreement</i></p>

Essential Add-On Features (Optional)	Per Billable SIM, Per month
Essential Automation	\$0.05
Additional Rate Plan Zone	\$0.05
Enhanced Reports	\$0.05
SMS Service Features	\$0.05
Voice Service Features	\$0.05
Analytics	\$0.05
Authorized device access (IMEI Whitelisting)	\$0.05
Essential Gold package (Optional)	Per Billable SIM, Per month
Inclusions: <ul style="list-style-type: none"> SMS Service Features Voice Service Features Essential Automation One Additional Rate Plan Zone (two in total) 	\$0.15

34. Rogers Control Centre Platform Advantage Tier Fees.

Advantage Base Platform Fee (Required):	Price Per Billable SIM, Per month
Inclusions: <ul style="list-style-type: none"> Access to applicable REST APIs Data, SMS, Voice Service Features* Diagnostics Immediate rate plan changes SIM lifecycle management (Self-serve platform) SIM Ordering Standard Automation 	<i>Price as set out in the Agreement</i>

*The Voice Service Feature must be enabled upon request, and requires the execution of an addendum to meet regulatory requirements.

Advantage Add-On Features (Optional)	Per Billable SIM, Per month
Advanced Automation	\$0.05
Analytics	\$0.05
Authorized device access (IMEI Whitelisting)	\$0.05
Enhanced Reporting	\$0.05
IP Address Range Restrictions	\$0.05

35. Customer Device Certification. For custom devices not already approved by Rogers in accordance with Section 7 the following applies:

\$0.00	Up to four (4) Devices per year.
\$5,000	Per device after the fourth Device.

36. Custom APN.

- (a) You will pay to Rogers for each APN:
 - (i) a build fee of \$5,000.00 for the set-up of any APN; and
 - (ii) an ongoing monthly fee of \$500.00 for the Service Term set out in the Agreement. Any “last mile” connectivity charges are your sole responsibility.
 - (b) Custom APN Changes. You will pay to Rogers for each custom APN change:
 - (i) a build fee of \$2,000 for the set-up of a change involving the implementation of a dedicated circuit; and
 - (ii) a build fee of \$1,500 for the set-up of a change which does not involve the implementation of a dedicated circuit.
 - (c) Any “last mile” connectivity charges are your sole responsibility.
- 37. VPN.** You will pay to Rogers for each VPN you requested to enable additional services (e.g. SMPP bind or RADIUS proxy). The pricing for any such VPN and for additional services will be set out in the Agreement. Any “last mile” connectivity charges are your sole responsibility.
- 38. Voice Calling.** Voice calling functionality is, by default, disabled by Rogers for Rogers Control Centre SIMs to ensure no voice traffic is generated by End Users. You may enable voice traffic on any particular Account but, under the Essential Service Tier, you must purchase as an add-on either the Voice Service feature or the Essential Gold package.
- 39. SMS.** SMS functionality is, by default, disabled by Rogers for Rogers Control Centre SIMs to ensure no SMS traffic is generated by End Users. You may enable SMS traffic on any particular Account but, under the Essential Service Tier, you must purchase as an add-on either the SMS Service feature or the Essential Gold package.
- 40. Additional Rate Plan Zone requirement.** Should more than one (1) rate plan zone be indicated in the Agreement on the Essential Service Tier, the paid Essential add-on feature titled Additional Rate Plan Zone or the Essential Gold package is required and will automatically be added to the account.
- 41. Platform feature descriptions.** The User Guide provides the description of the above capabilities.
- 42. End User License Agreement.** You agree to abide by the terms and conditions of the End User License Agreement, which you are required to accept prior to being provided access to the Services. The EULA is available to view at: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html.

Rogers Fleet Complete

The following terms pertain specifically to Rogers Fleet Complete supplied by Rogers to you.

This description pertains specifically to the Rogers Fleet Complete services comprised of the Fleet Tracker solution, Asset Tracker solution, Vision solution and certain platform Add-Ons (together “**Rogers Fleet Complete**”) supplied by Rogers to you. Rogers Fleet Complete provides a variety of fleet, asset, task, safety & compliance and dispatch & delivery management solutions.

The Rogers Fleet Complete solution is used to collect and analyze in-field data from hardware, sensors and mobile applications. The solution enables the fleet operators to have visibility over their fleet’s performance in near real-time, remotely manage staff and asset safety and get customized report analysis in order to make smarter business decisions.

- 1.1. **Offer.** Rogers Fleet Complete provides multiple fleet management solutions (described in the table below), including fleet, asset and camera hardware, associated hardware accessories, a monitoring software (IoT platform) and applications which will be enabled upon your request as an add-on to the monitoring software. You and Rogers will work together in selecting the appropriate solution for your business.

Table 1 – Solution Descriptions

	Solution	Description	Key Features
PLATFORM	Rogers Fleet Complete Platform	<p>Rogers Fleet Complete IoT platform delivers high-end connectivity and integration across the board.</p> <p>The platform can host everything from fleet tracking, asset management and dispatch to task distribution, digital vehicle inspection, and electronic logbooks for optimal business set-up.</p>	<ul style="list-style-type: none"> Complete end-to-end system including a device, cloud IT, applications, data security, and customer support. available on both web based and mobile applications Scalable to meet unique needs of businesses of any size Actionable intelligence <ol style="list-style-type: none"> customized operational reports (such as fleet/asset activity, temperature, engine measurement, idling, speeding) various dashboards (such as Fleet Overview, Driver Behaviour) Who Was There - What asset was at a particular location at a particular time
FLEET TRACKER	Fleet Tracker MGS800	<p>This user-friendly solution provides near real-time view of vehicle status and location for fleet, big or small. It runs on the LTE network for faster and safer transmission of fleet activity data from the field into the back-end system, allowing quicker reporting and analysis. The MGS800 device connects to vehicle’s ECM. It has the ability to connect to add-on inputs and capture additional sensory data.</p>	<ul style="list-style-type: none"> LTE Connectivity Complete end-to-end system including a device, cloud IT, applications, data security, and customer support. Any Fleet Size Driver Behaviour Alerts ECM Integration Add-On Sensors

	Fleet Tracker FT1	The FT1 comes with BLE/ Bluetooth onboard which will enable direct user interaction with the device and future accessories to connect to the device. The FT1 is the next generation intelligent telematics device that will enable new, sophisticated features to be released in the future.	<ul style="list-style-type: none"> • LTE-M Connectivity • Easy to install, Plug and play • Complete end-to-end system including a device, cloud IT, applications, data security, and customer support. • Any Fleet Size • Driver Behaviour Alerts • ECM Integration • Add-On Sensors
ASSET TRACKER	Asset Tracker AT1	Asset Tracker 1 (AT1) is a small and cost effective equipment tracker which provides an unparalleled insight over high-value assets in the field. It allows for quickly locating and checking the status of machinery, equipment, tools and toolboxes, cargo, and more - all from smartphone and web platform. The AT1 is equipped with humidity, temperature, light and movement sensors and gives the mission-critical visibility without the need for onsite supervision.	<ul style="list-style-type: none"> • LTE-M Connectivity • Easy to Install • Multiple integrated sensors • Small size
VISION	Rogers Fleet Complete Vision Solution	Vision solution includes near real-time analytics and in-cab voice assistance to significantly improve fleet safety and driver coaching. With an easy replay feature, fleet managers will see what actually happened on the road, while drivers can proactively manage their own performance and review their driving in a personalized app. Rogers Fleet Complete Vision Solution includes: Rogers Fleet Complete Web Portal <ul style="list-style-type: none"> • Rogers Fleet Complete Vision mobile app • Dashcam (described below) 	N/A
	Dashcam	The mounted camera automatically connects to the Vision app, downloaded on driver's smartphone, via its own WiFi SSID and will turn on as soon as the vehicle is turned on. The dedicated camera streams videos while on the road, that drivers and fleet managers can review in Rogers Fleet Complete and the Vision app.	N/A
PLATFORM ADD-ONS	Big Road ELD	BigRoad is an application tracks drivers' hours of service electronically and automatically. BigRoad supports non-engine connected electronic logging as well as ERD/AOBRD and is a registered ELD on the FMCSA web site when used with one of available AOBRD/ELD hardware devices. BigRoad supports most U.S. and Canadian HoS Rule Sets as well as many commonly used exceptions. The ability to record, upload, and sign simple DVIRs and record and upload fuel receipts is also available. The app provides messaging between drivers in the fleet and the fleet office. A roadside inspection mode is available to quickly and easily provide inspectors with the information they need.	<ul style="list-style-type: none"> • BigRoad Application installed on smart device • BigRoad feature activated with service provider • Supported on both Android and iOS phones and tablets • Fleet Tracker Advanced Solution is required for ELD use

	Inspect	<p>Inspect is an application that allows resources to select from a list of inspection schedules/checklists to use to inspect their vehicles, record any defects and sign the inspection reports. They can do Pre-Trip, In-Trip, and/or Post-Trip DVIRs.</p> <p>The web component of Inspect allows users to set up custom inspection schedules and view the inspection reports created by their resources.</p> <p>The web-based Mechanic Portal displays all open defects and mechanics can sign off on the defects having been repaired. Mobile users will be notified of the repair, right in the app, the next time they inspect that vehicle.</p>	<ul style="list-style-type: none"> • Inspect Application installed on smart device • Inspect feature activated with service provider • Supported on both Android and iOS
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1.2. **Availability.** At such time when Products or Services are not available or updated Products or Services are introduced, Rogers Fleet Complete reserves the right to deliver an equivalent valued Product or Service with equivalent functionalities to you.

1.3. **Deployment / Professional Services.**

1.3.1. **Installation Services:** You can choose whether the will self-install or request that Rogers perform installation services. Additional fees will be applied where Rogers performs the installation. Rogers installation services include:

- i) *Standard Installation Service:* Standard Installation Service for Fleet Tracker or DashCam hardware, additional i/o's or PTO sensor are not included in Standard Installation fee.
- ii) *Accessory Installation Service:* Incremental to the Standard Installation Service for installing accessories such as door sensors, temp sensors, PTO, i/o's, etc. This installation must be done at the same time as the Standard Installation.
- iii) *Hardware Removal Service:* Fixed rate for removing one Fleet Tracker or DashCam from a vehicle. Travel fee is not included.
- iv) *Hardware Removal and Re-installation:* Fixed rate for removing one Fleet Tracker from a vehicle and installing it in another vehicle. Vehicles need to be in the same location at the same time.
- v) *Travel Fee per site visit:* Fixed travel fee will be applied for an onsite visit of an installer or project manager.
- vi) *Self-Installation:* To view the terms and conditions of the Self Installation Limited Liability Agreement please go to: <http://welcometorogersfleetcomplete.com/installerguidebook>

1.3.2. **Late Cancellation or Missed Appointment Fee.** A late cancellation occurs when you cancel a scheduled installation appointment on the day of the appointment. All appointments must be cancelled prior to 5 PM the business day before the scheduled service. If an installer is more than 30 minutes late on the day of scheduled service and you cancel the installation appointment, this will not count as a late cancellation. A no-show occurs when the installer arrives at the scheduled time and place, and you are not there or the vehicle or equipment is not present or available for installation. The installers will wait 15 minutes before leaving a no-show notice. A late cancellation or no-show will result in a CAD \$50.00 charge to your account.

1.4. **Custom Services.**

1.4.1. **Pro Services Standard:** Includes consultancy, project management or training services. Hourly fee will be applied.

1.4.2. **Pro Services Advanced:** Includes software development to develop your specific requirement (e.g. 3rd party software integration into the Rogers Fleet Complete application). Hourly fee will be applied.

- 1.5. **Shipping.**
- i) Shipping and delivery dates are not guaranteed.
 - ii) Shipping Costs: You are responsible for payment of all shipping costs.
- 1.6. **Support.**
- i) Support includes network, technical, training/solution and billing issues. You will be provided with support contact information as part of your onboarding program.
 - ii) For matters related to **Training or Set-up** please reply to the onboarding email, sent from the Client Success Mailbox.
 - iii) For **Technical issues or concerns** please contact: 1-877-556-1091 (available to Rogers customers ONLY), 1-800-220-0779 (available to all Fleet Complete Customers) or RogersSupport@fleetcomplete.com (via email). All options are available 24x7.
 - iv) For **Billing issues or related matters**, please contact your Rogers IoT Care Team at: 1-877274 3375 or IoTBCS@rci.rogers.com (via email)
Hours of operation are Mon-Fri 8:30am-6:00pm EST
IoTBCS@rci.rogers.com
 - v) Note, a *Service Call fee* for a non-warranty service work (e.g. hardware tampering, damage caused post-installation)
- 1.7. **Coverage.** Rogers' network coverage and Technologies (as defined below) used by Rogers can be found here: <https://www.rogers.com/consumer/wireless/network-coverage>. The coverage map accessible via the above-mentioned link is a general representation of Rogers' wireless coverage where indicated. The areas shown are approximate. Actual coverage area may vary from map graphics. Coverage may be enlarged or reduced in scope from time to time by Rogers in its sole discretion. Charges are based on the location of the site receiving and transmitting the signal, not the location of the subscriber.
- 1.8. **Hardware Warranty.** The Rogers Fleet Complete Hardware is subject to the limited hardware warranty terms and conditions, which are available at: <https://www.welcometorogersfleetcomplete.com/hardware-warranty>.
2. **Terms and Conditions.**
- 2.1. **Termination Fees.** If you terminate the Fleet Complete Services for any reason other than for cause as permitted under the Agreement, or if Rogers terminates the Fleet Complete Services for cause as permitted under the Agreement, you shall pay to Rogers, as liquidated damages and not as a penalty, a termination fee which is an amount that is equal to the sum of:
- i) one hundred percent (100%) of the remaining monthly fees for the terminated service that would have been payable to the end of the Service Term; and
 - ii) a lump sum representing any Hardware costs not covered by (i) above, and the amortized remainder of any waived or discounted installation or one-time charges associated with the terminated Service(s) in consideration of your commitment to the Service Term for such Services.
- Such termination liability shall be payable on the effective date of any and all terminations
- 2.2. **End User License Agreement.** You agree to abide by the terms and conditions of the End User License Agreement, which you are required to accept prior to being provided access to the Services. The EULA is available to view at: <https://www.welcometorogersfleetcomplete.com/eula>
- 2.3. **Initial Service Term.** The Services are provided for an Initial Service Term of thirty-six (36) months from the date that the Hardware is delivered to you.
- 2.4. **Renewal Term.** Notwithstanding anything to the contrary in the Agreement, upon the expiration of the Initial Service Term or any Service Renewal Term, these terms will automatically be renewed on the same terms and conditions for consecutive month-to-month renewal period(s) unless either party provides written notice of non-renewal or cancellation to the other at least 90 days in advance.

- 2.5. **Customer Billing.** Billing will begin once the hardware has been delivered to you.
- 2.6. **WARRANTY.** YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES AND ALL DEVICES, OTHER ROGERS EQUIPMENT AND THIRD PARTY SERVICES ARE PROVIDED BY ROGERS "AS IS" AND "AS AVAILABLE" AND, TO THE EXTENT PERMITTED BY LAW, WITHOUT WARRANTY BY ROGERS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ROGERS SHALL HAVE NO LIABILITY WHATSOEVER TO YOU FOR: (I) ANY INTERRUPTIONS OR DISRUPTIONS OF THE SERVICES, THE INTERNET OR THE THIRD PARTY SERVICES OR ANY OTHER DAMAGES SUFFERED BY YOU WHICH ARE CAUSED BY DIRECTLY OR INDIRECTLY BY ANY FAILURES OF THE DEVICES, OTHER ROGERS EQUIPMENT, THE SERVICES, THE ROGERS WIRELESS NETWORK, THE INTERNET OR THE THIRD PARTY SERVICES; (II) ANY POWER FAILURES; (III) ANY ACTS OR OMISSIONS OF YOUR OR YOUR OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS INCLUDING, WITHOUT LIMITATION, DEFAMATION OR COPYRIGHT INFRINGEMENT; (IV) ANY DISRUPTION OF ANY PART OF THE EQUIPMENT USED TO PROVIDE THE SERVICES BY PARTIES OTHER THAN ROGERS; (V) ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE DEVICES, OTHER ROGERS EQUIPMENT, THE SERVICES OR THE THIRD PARTY SERVICES; (VI) ANY EVENT OF FORCE MAJEURE, AS DESCRIBED IN THE AGREEMENT; OR (VII) ANY SUSPENSION OR TERMINATION OF THE SERVICES.
- 2.7. **Limitation of Liability.** Notwithstanding anything to the contrary in the Agreement, Rogers' total cumulative liability for Damages arising out of or in connection with the provision of Products or Services under these terms, whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory even if Rogers has been advised of the possibility of those damages, is limited to direct, actual, provable Damages and will in no event exceed an amount equal to the total aggregate monthly fees paid for the Products or Services provided pursuant to this Agreement during the three month period before the event giving rise to the Damages, less all discounts and credits and amounts paid for previous Damages for such Service. Roger's liability shall be limited in all cases to direct damages and in no event shall Rogers be liable for lost profits, loss of data, economic loss, down time costs, costs of substitute goods or services, lost goodwill, loss from work stoppage, cost of overhead, loss of anticipated benefits hereunder, or any indirect, incidental, consequential, special or exemplary or punitive damages of any kind.

Your sole and exclusive remedy and Rogers' entire liability for breach of the Hardware warranty will be the repair or, at Rogers' option and expense, replacement of defective Product, or components thereof in accordance with the Hardware warranty provided.

Titan GPS Solution

The following terms pertain specifically to Titan GPS solution supplied by Rogers to you.

1. Titan GPS Solution Description

The Titan GPS Solution provides a variety of fleet, asset, task, safety & compliance, dispatch and delivery management solutions using a combination of Hardware and Services. The Titan GPS Solution helps businesses manage fleets with GPS location, status, event data and Electric Logging Devices (“**ELDs**”) for hours-of-service compliance.

Titan GPS Solution provides multiple fleet management options (described in the table below), including Hardware, Service Plans, FieldDocs and Accessories. Rogers will work together with you in selecting the appropriate solution for your business.

Table 1 – Solution Descriptions

	Solution	Description & Features
Platform	Web Portal & Application	The Titan GPS Solution web portal and fleet application is the central back-end host to fleet management operations. It provides you the ability to track fleet locations, driver activity, use Titan FieldDocs, ELD/HOS and many other features to run customer fleet operations.
Fleet & Equipment Tracking	GPS Hardware	Titan GPS Solution offers many tracking device options to meet multiple fleet industry needs. These include the TT2020, TT2002, TT3302, TT3379 WRMini, TT6000 and TT6000Iridium. To learn more about go to https://titangps.com/hardware/
	Fleet and Equipment GPS Plans	Titan GPS Solution provides a range of monthly fleet tracking plans to enable customers with the visibility, management and reporting needed to manage your day to day operations, as set out in the Agreement.
Dashcam	Camera Hardware	Titan GPS Solution AI dashcam camera offerings include the TTAP1 forward facing and TT8900 AI Two-Way facing option. Learn more at https://titangps.com/hardware/
	Camera Plans	Titan GPS Solution provides two monthly service plan options which include, forward facing only or two-way facing. Learn more at https://titangps.com/gps-tracking-features/ai-dash-cam-system-for-fleet-management/
Asset Tracking	Asset Tracking Hardware & Service Plans	Specifically designed for the intelligent management of powered and non-powered fixed and mobile assets, Rogers offers a variety of Hardware and plan options (with different reporting configurations). Learn more at https://titangps.com/hardware/
FieldDocs & ELD	ELD 2.0	Certified ELD with driver-vehicle-inspection-reports (pre-post trip inspections) for hours-of-service. Learn more at https://titangps.com/gps-tracking-features/eld-hos-compliance/
	FieldDocs	FieldDocs is a mobile operations tool designed to minimize paperwork, centralize documents and optimize field operations. Learn more at https://titangps.com/field-docs/
Accessories	ECU Cables	Titan GPS gives your fleet the ability to connect to multiple types of vehicles and equipment with a wide range of engine-control-unit/module cable offerings.
	Driver ID, Remote Starter & Temperature	Manage multiple and unique vehicle and driver needs through Key Fob, Remote Starter and Temp Sensor add-on solutions
	Snow Plow Tracking	Snow plow fleet tracking accessories with integration to multiple controller manufacturers. Learn more at https://titangps.com/gps-tracking/gps-snowplow-tracking/

2. Deployment / Professional Services

2.1 Installation Services

You may self-install or purchase professional installation services.

a) Self-Installation

- i. Free installation guides can be found at <https://titangps.com/quick-install-guides/>,
- ii. Installation support via phone and email
 - installs@ctstracking.com
 - Tel: 780-391-3800 or 1-855-287-4477

b) Professional Installation

- i. Subject to Certified Titan GPS Solution installer availability within your region.
- ii. The professional installation fee is set out in the Agreement.

2.2 Custom Services

- i. Professional Services are available for configuration, implementation, consulting, managed services, custom reporting, or other services which are set out in the Agreement and may be further defined in a Statement of Work.

2.3 Shipping

- i. Shipping and delivery dates are not guaranteed.
- ii. You are responsible for payment of all shipping costs.

3. Support

You will be provided with support contact info as part of the onboarding program. Support includes network, solution and billing issues support. To view the technical Support Terms and conditions go to: <https://ctstracking.com/terms/>

Support Contact Information	
Live Phone Support:	Monday to Friday 5am to 5pm MST 780-391-3800 / 1-855-287-4477 <i>(English Only)</i>
Email Technical Support:	service@ctstracking.com
Online Help:	Virtual Support Assistant at https://titangps.ca/
Hardware Installation Support and Bookings:	installs@ctstracking.com 780-391-3800 / 1-855-287-4477 <i>(English Only)</i>
TitanGPS ELD 2.0 Driver Call Center:	Tel: 1-888-707-4426 <i>(English/French/Spanish)</i>
TitanGPS FieldDocs & ELD 2.0:	Monday to Friday 5am-5pm MST 1-888-483-1664 <i>(English Only)</i>
Online Training Request:	https://titangps.com/schedule-training/

For billing issue, please contact:

1-877 274 3375
Rogers.BusinessSupport@rci.rogers.com
Hours of operation are Mon-Fri 8:30am-5:00pm EST

Any out of warranty maintenance and support services, if any, will be outlined in the Agreement and/or Statement of Work.

4. Coverage

Rogers' network coverage and Technologies (as defined below) used by Rogers can be found here: <https://www.rogers.com/consumer/wireless/network-coverage>. The coverage map accessible via the above-mentioned link is a general representation of Rogers' wireless coverage where indicated. The areas shown are approximate. Actual coverage area may vary from map graphics. Coverage may be enlarged or reduced in scope

from time to time by Rogers in its sole discretion. Charges are based on the location of the site receiving and transmitting the signal, not the location of the subscriber.

“**Technologies**” - means the current technologies used by Rogers to provide the Services, such as LTE, LTE-M, NB-IoT. Technologies are subject to change from time to time at Rogers discretion.

5. Roaming

Rogers may, at its discretion, and to the extent permitted under roaming agreements with third party network operators (“**Roaming Agreements**”), provide certain roaming services to End Users. Any such roaming is limited to Canada and the United States and is subject to the restrictions that may exist in the Roaming Agreements. Rogers may in its sole discretion suspend roaming privileges to any End User if it discovers or suspects that the roaming services are being used in a fraudulent manner or contrary to the provisions of these terms. Roaming End Users may only roam incidentally to your use of the Rogers Services and cannot roam on the networks of third party network operators on a permanent basis. Rogers shall be entitled, from time to time and in its sole discretion, to add, modify or remove territories where roaming shall be available to End Users. You acknowledge that not all features and/or functionalities are available in each territory where roaming is available, and Rogers cannot ensure that all Devices approved for use on Rogers’ network will be compatible for use on a third party network.

6. Iridium Satcom Failover

Iridium is a satellite communication failover option available for some products for an additional fee and subject to Iridium’s terms and conditions of use, including hard data usage caps. Iridium’s LOE network uses L-band frequencies to communicate with End Users. Further information can be found at: <https://www.iridium.com/network/>

7. Hardware Warranty

Titan GPS Hardware is subject to the limited hardware warranty terms and conditions, which are available at: <https://ctstracking.com/terms/>

8. End User License Agreement

You agree to abide by the terms and conditions of the End User License Agreement, which is available to view at: <https://ctstracking.com/terms/>

9. Termination Fees

If you terminate the Titan GPS Solution for any reason other than for cause as permitted under the Rogers’ Master Business General Terms and Conditions, or if Rogers terminates the Titan GPS Solution for cause as permitted under the Rogers’ Master Business General Terms and Conditions, you shall pay to Rogers, as liquidated damages and not as a penalty, a termination fee which is an amount that is equal to the sum of:

- (i) one hundred percent (100%) of the remaining monthly fees for the terminated service that would have been payable to the end of the Service Term; and
- (ii) a lump sum representing any Hardware costs not covered by (i) above, and the amortized remainder of any waived or discounted installation or one-time charges associated with the terminated Service(s) in consideration of your commitment to the Service Term for such Services.

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

10. Initial Service Term

The Services will be provided for the Service Term outlined above.

11. Renewal Term

Upon the expiration of the Initial Service Term or any Service Renewal Term, the Titan GPS Solution will automatically be renewed on the same terms and conditions for consecutive month-to-month renewal period(s) unless you or Rogers provides written notice of non-renewal or cancellation to the other at least 30 days in advance.

12. Billing

Non-recurring costs, such as Hardware purchase costs, will be billed following receipt of you order(s). Monthly fees will begin billing upon Hardware activation, which occurs prior to shipping.

13. Limitation of Liability

Notwithstanding anything to the contrary in the Rogers' Master Business General Terms and Conditions or the Specific Terms, Rogers' total cumulative liability for Damages arising out of or in connection with the provision of Products or Services under these terms, whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory even if Rogers has been advised of the possibility of those damages, is limited to direct, actual, provable Damages and will in no event exceed an amount equal to the total aggregate monthly fees paid for the Products or Services provided pursuant to these terms during the three month period before the event giving rise to the Damages, less all discounts and credits and amounts paid for previous Damages for such Service. Roger's liability shall be limited in all cases to direct damages and in no event shall Rogers be liable for lost profits, loss of data, economic loss, down time costs, costs of substitute goods or services, lost goodwill, loss from work stoppage, cost of overhead, loss of anticipated benefits hereunder, or any indirect, incidental, consequential, special or exemplary or punitive damages of any kind.

Your sole and exclusive remedy and Rogers' entire liability for breach of the Hardware warranty will be the repair or, at Rogers' option and expense, replacement of defective Product, or components thereof in accordance with the Hardware warranty provided.

Rogers Smart Surveillance

The following terms pertain specifically to Rogers Smart Surveillance supplied by Rogers to you.

1. **Services.** Rogers Smart Surveillance solution is comprised of a commercial intrusion alarm system solution. Rogers Smart Surveillance solution combines hardware, software and professional services to provide wireless security surveillance. All hardware and software used for the Rogers Smart Surveillance solution is part of the Rogers Equipment installed on your premises, and is not purchased, owned or maintained by you.

TABLE 1: Rogers Smart Surveillance

Monitoring Services	The Rogers Smart Surveillance solution includes monitoring of the on-site Rogers Equipment, which provides live, real-time security through the monitoring the feeds, analytics, metrics and sensor data from the Rogers Equipment deployed on your site(s).
syncroReports™	syncroReports™ is the online portal where all information collected from the surveillance equipment at your site(s) can be viewed at your convenience. The web-based portal may also be used to view camera streams and control pan-tilt-zoom ("PTZ") cameras.
syncroAlerts™	syncroReports™ also enables security event notification to your mobile phone(s) and/or email(s), as selected by you from the notification preferences available within syncroReports™. The system may be configured by you to automatically send notifications to pre-determined individuals when specific events occur on-site, during pre-set time parameters.
syncroAI™	The portal utilizes an artificial intelligence system to identify the presence of human beings to assist in crime prevention, sending a detection & alert message to Rogers' video monitoring operators to respond to potential trespassers.

2. **Rogers Equipment.** The following listed Rogers Equipment may be ordered by you for installation at your site(s) as part of the Rogers Smart Surveillance solution. The monthly cost for the solution is impacted by the level of service and type and quantity of equipment selected, all of which is detailed in the Agreement.

TABLE 2: Rogers Equipment

The Pole Unit	A fully modular unit that is installed on your site and connected via live-video-feed to a monitoring centre. Each unit is equipped with two stationary cameras and one PTZ camera for remote video monitoring security coverage. The unit also has an integrated strobe light and a two-way speaker.	
The Solar Unit	The Solar Unit provides all of the security benefits of the Pole Unit, with the ability to secure remote, off-grid sites.	
syncroDetect™	Integrates into the remote video monitoring service, with effective detection ranges of up to 2 kilometers (line of sight). syncroDetect™ is equipped with long-lasting battery technology with lifespans averaging 5 years on the core system, and up to 8 years on sensors. This system provides exceptional battery life to secure your assets over long durations, without the need of routine service calls and battery changes.	
Mobile Security Unit	Ideal for temporary use and designed specifically with remote or undeveloped sites in mind, the mobile security unit requires no existing infrastructure or installation.	
Accessories	Stationary Camera PTZ Camera Plate Reader Time-lapse Camera	Thermal Camera 2-Way Speaker Doppler Radar Strobe Light and Siren
syncroPlates™	License plate camera that automatically detects a license plate in view, converts the alphanumeric values into searchable metadata, and captures a series of high-resolution images of the vehicle for storage in a searchable database.	

3. **Installation & Maintenance.**
 - i) All installations will be performed by Rogers, including its subcontractors, and will be billed at the hourly installation rate plus related travel costs outlined in the Agreement.
 - ii) During the Service Term, Rogers will maintain, and service all Rogers Equipment included with the Rogers Smart Surveillance solution ordered by you. When applicable, all service and maintenance related costs will be billed at the hourly service rate and reflected in the Agreement.
 - iii) Advanced confirmation of installation and service/maintenance will be booked with you directly. Rogers reserves the right to invoice you for any costs related to no-shows or when access to a site is restricted.
 - iv) You represent and warrant that either: (a) it is the owner of the property at which the Rogers Equipment

is to be installed, and agrees that any Rogers Equipment installed at the property in order to provide the Services will not be a fixture or subject to any encumbrances; or (b) it has the consent of the owner of the property for the Rogers Equipment to be installed and the agreement of the owner of the property that the Rogers Equipment will not be a fixture or subject to any encumbrances. You are fully liable for any costs incurred by Rogers as a result of your breach of these representations and warranties.

- v) You grant Rogers (including its employees, representatives, contractors, subcontractors and agents) reasonable access to your premises/site, or service address, at reasonable hours in order to install, inspect, service, maintain, restore, remove, relocate and/or disconnect Rogers' Equipment or Services. Upon termination of the Services pursuant to this Agreement, Rogers shall have the right to enter your premises and remove the Rogers Equipment regardless of affixation.
- vi) You agree that it will conduct a test of the system once per month in order to ensure that the communication is functioning. You are fully responsible for any impacts to the Service resulting from a failure to perform the monthly system test.
- vii) The Services are provided at a fixed site. If the Rogers Equipment is tampered with or moved, the Services may be suspended or terminated. The Services are not mobile, and you acknowledge and agree that moving or attempting to move the Rogers Equipment, without receiving relocation approval from Rogers pursuant to Section 3.8 below, is a breach of the terms of use of the Service and Rogers may terminate for cause as a result you are obligated to pay any termination fees resulting from such early termination.
- viii) Where you wish to relocate any site, you must contact Rogers in advance to request a relocation. Relocations are only approved where: (i) the proposed new location is serviceable on the Rogers Wireless Network; (ii) the proposed new location is within the same Province as the current site; and (iii) you pay a relocation fee, which will be quoted at the time of the request.

4. **Video Surveillance and Monitoring.**

- i) Video cameras cannot be installed in any area or location where such installation would violate any federal, provincial or municipal act or by-law, as the case may be. Warning signs will be installed stating that the area is under video surveillance and recording.
- ii) Video equipment is attached to a digital recorder computer, and you shall not use the computer for any other purpose. Rogers shall have no liability for data corruption or inability to retrieve data even if caused by Rogers's negligence.
- iii) The monitoring centre will respond to an alert from the intrusion or surveillance system pursuant to the protocols as agreed and implied by you (including dispatching police, fire, notifying customer contact list or other special protocols), and the review of surveillance footage will be secondary.
- iv) Rogers agrees to provide alarm monitoring services 12 hours per day from the hours of 6pm to 6am Monday through Friday and 24 hours per day on weekends and statutory holidays (the "**Standard Monitoring Hours**"). Monitoring outside of the Standard Monitoring Hours is available for an additional fee.
- v) During Standard Monitoring Hours, you are responsible for advising the monitoring centre of any individuals, company's or vehicles that are authorized to be on your property and for which the normal monitoring protocols for that property can be ignored. You agree to notify Rogers at least 2 hours in advance of the normal daily monitoring schedule start time, of any individual, company or vehicle which is authorized to access your property. Notification to the monitoring centre is made via telephone call or a note added to your monitoring portal, providing a detailed description of the individual, company and/or vehicle that will be accessing your property.

5. **Additional Terms and Conditions.**

- i) If you suffer a loss or worker injury/death (the "**Loss**") of any kind, or by any means, whether financial or otherwise, on a site covered by the Rogers Smart Surveillance solution, you shall notify the monitoring centre by telephone immediately upon becoming aware of the Loss and, in writing, within 24 hours of becoming aware of the Loss. You shall provide the following information, verbally and in writing, upon notification of the Loss: (a) the nature of the Loss, including items, equipment, tools or individuals affected; (b) the exact location of the Loss on the site; (c) the estimated value of the Loss (if applicable); (d) the timeframe of the Loss; and (e) any other pertinent information related to the Loss that will jointly assist Rogers and you in determining the cause and the responsibility for the Loss. Investigation of a Loss will take at least 48 hours from the time of notification and disclosure of the required information. You acknowledge and accept that, depending on the nature, timing, and party(s)

- involved in the Loss and resulting investigation, a portion or the entire cost incurred by Rogers to perform the investigation may be billable. Rogers agrees to obtain your written consent prior to conducting any billable investigations.
- ii) You agree that Rogers is not an insurer, and that no insurance coverage is offered under this Agreement or as part of the Rogers Smart Surveillance solution. Payments made by you are for monitoring services only in order to reduce the risk of loss, injury or death. Rogers provides no representations or warranties that the monitoring service will reduce such risks or prevent a Loss. Rogers is not assuming responsibility and shall not be liable to you for any Loss or damage suffered by you, regardless of whether such Loss or damage or personal injury was caused by or contributed to by Rogers' negligent performance or failure to perform any obligations hereunder.
 - iii) You expressly acknowledge and agree that all equipment installed at your site or provided by Rogers pursuant to these terms is Rogers Equipment and shall, at all times, remain the property of Rogers. You will protect Rogers' Equipment from defacing, tempering or damage, and will not permit anyone, other than a Rogers' representative or authorized technician, to perform any work, removal, repairs or modifications on such Rogers Equipment, unless otherwise allowed by Rogers in writing. You acknowledge and accept full responsibility for all Rogers Equipment installed at your site and agree to reimburse Rogers for the full cost, repair or replacement of any lost, stolen, unreturned, damaged, mortgaged, sold or transferred Rogers Equipment, or upon your failure to return the Rogers Equipment.
 - iv) Rogers may propose to change, modify, add or remove any provisions of these terms on at least 30 days' prior notice. Such changes may include, without limitation, modifications, additions to, or removals from the Services, their features and charges, or the terms and conditions upon which Rogers distributes, and you receive, the Services. Following receipt of such notice, you may agree to accept such change, modification, addition or removal by continuing to use the effected service. If you do not agree to any such change, modification, addition or removal proposed in the notice, you may, before the effective date, notify Rogers that you are terminating the effected Services.
 - v) Rogers may immediately terminate the Services provided pursuant to these terms for cause, take immediate possession of the Rogers Equipment, and exercise any and all rights provided to Rogers by law or under the terms of this Agreement where: (a) you fail to pay punctually any amount required to be paid, or to perform any other obligation required to be performed by you under this Agreement; (b) a proceeding in bankruptcy, receivership or insolvency is instituted by or against you; (c) if any execution or attachment is levied against the Rogers Equipment or Rogers believes that the Equipment is in danger of being lost, damaged or confiscated; or (d) any representation made by you, in connection with this Agreement, is untrue or misleading in any respect. In the event of a termination pursuant to this Section, Rogers may break locks and enter into any buildings and any premises where the Rogers Equipment might be located or stored and remove the Rogers Equipment from that building or premises, and may sever the Rogers Equipment from any other good or property, to which they may be attached, and may make any repairs reasonably necessary to put the Rogers Equipment in saleable condition, and the cost of any such repairs may be charged to you.
 - vi) You are responsible for any charges, fines, or dispatch fees levied by any authority or supplier of response services (e.g., police, fire, security response unit), including any charges resulting from any false alarm.
 - vii) You agree that Rogers will be the sole authorized alarm services provider at your site(s) and that Rogers shall have access to the Fire/Burglary monitoring panel located at your facility where the Service is being delivered.
 - viii) Notwithstanding anything to the contrary in the Agreement, Rogers' total cumulative liability for Damages arising out of or in connection with the provision of the Services under these terms, whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory even if Rogers has been advised of the possibility of those damages, is limited to direct, actual, provable Damages and will in no event exceed an amount equal to the total aggregate monthly fees paid for the Services provided pursuant to these terms during the three month period before the event giving rise to the Damages, less all discounts and credits and amounts paid for previous Damages for such Service. Roger's liability shall be limited in all cases to direct damages and in no event shall Rogers be liable for lost profits, loss of data, economic loss, down time costs, costs of substitute goods or services, lost goodwill, loss from work stoppage, cost of overhead, loss of anticipated benefits hereunder, or any indirect, incidental, consequential, special or exemplary or punitive damages of any kind.
 - ix) You acknowledge that the Services are subject to transmission limitations caused by atmospheric or topographical conditions or equipment failures beyond the reasonable control of Rogers. The wireless

connectivity services may be temporarily refused, interrupted or curtailed due to governmental regulations or orders, system capacity limitations or equipment modifications, upgrades, reallocations, repairs, maintenance and similar activities necessary for the proper operation of the wireless connectivity services. Rogers has no liability for any Damages or Loss resulting from a failure of the wireless communication services, and you acknowledge and agree that the wireless connectivity services are provided by Rogers “as is” and “as available” and, to the extent permitted by law, without warranty by Rogers of any kind whatsoever, express or implied, including, but not limited to, warranties of merchantable quality, fitness for a particular purpose, infringement, or those arising from a course of dealing or usage of trade. Without limiting the generality of the foregoing, Rogers shall have no liability whatsoever to you for: (i) any interruptions or disruptions of the wireless connectivity services, the internet or any Damages suffered by you which are caused by directly or indirectly by any failures of the Rogers wireless network or the internet; (ii) any power failures; or (iii) any event of force majeure, as described in the Agreement. Further, to the extent permitted by law, Rogers does not warrant the performance, availability, uninterrupted use of or operation of the Internet or your connection to the Internet. Rogers does not warrant that any data or files sent by or to you (whether by e-mail or otherwise) will be transmitted, transmitted in uncorrupted form, or transmitted within a reasonable period of time.

6. **Support.** You will be provided with support contact info as part of your onboarding program. Support includes network, solution and billing issues support.

TABLE 3: Support

For technical issues during business hours please contact:	Rhoda Dumitrescu 416-451-7146 Rhoda.D@calibercommunications.ca Hours of operation: Monday to Friday 9am to 6pm ET
For technical issues after business hours please contact:	Monitoring Management 905-296-5050 monitoring@calibercommunications.ca Hours of operation: Monday to Friday – 6pm to 9am ET Weekends – 24/7
For billing issue, please contact:	1-866-727-2141 Rogers.BusinessSupport@rci.rogers.com Hours of operation: Monday–Friday: 8:00am–8:00pm ET Saturday–Sunday: 9:00am–5:00 pm ET

7. **End User License Agreement.** You agree to abide by the terms and conditions of the End User License Agreement, which you are required to accept prior to being provided access to the Services.

The EULA is available to view at the following addresses:
<https://calibercommunications.ca/terms-and-conditions/>
<https://calibercommunications.ca/privacy-policy/>
<https://calibercommunications.ca/syncroreports-eula/>

8. **Termination Fees.** If you terminate the Rogers Smart Surveillance for any reason other than for cause as permitted under the Agreement, or if Rogers terminates the Rogers Smart Surveillance for cause as permitted under the Agreement, you shall pay to Rogers, as liquidated damages and not as a penalty, a termination fee which is an amount that is equal to the sum of:
- (iii) one hundred percent (100%) of the remaining monthly fees for the terminated service that would have been payable to the end of the Service Term; and
 - (iv) a lump sum representing any Hardware costs not covered by (i) above, and the amortized remainder of any waived or discounted installation or one-time charges associated with the terminated Service(s) in consideration of your commitment to the Service Term for such Services.

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

9. **Initial Service Term.** The Services are provided for an Initial Service Term of either thirty-six (36), forty-eight (48) or sixty (60) months from the date that the Hardware is delivered to you. The Initial Service Term will be reflected in the Agreement.
10. **Renewal Term.** Notwithstanding anything to the contrary in the Agreement, upon the expiration of the Initial Service Term or any Service Renewal Term, these terms will automatically be renewed on the same terms and conditions for consecutive month-to-month renewal period(s) unless either party provides written notice of non-renewal, change of terms, renewal on a longer term, or cancellation to the other at least 90 days in advance.
11. **Customer Billing.** You will be invoiced based on the Agreement. Billing will begin following the installation of the Rogers Equipment at your site.

Rogers Smart Parking Services

The following terms pertain specifically to Rogers Smart Parking Services supplied by Rogers to you

1. Product Description.

- 1.1. **Offering.** The Rogers Smart Parking Services Solution is comprised of: (i) IoT/AI-powered overhead parking sensors; and (ii) precise data, along with patented and unique turn-by-turn signage, mobile apps, and open integration platform; together providing for accurate, driver-friendly guidance and wayfinding solutions. (together “Rogers Smart Parking Services”).

Table 1: Solutions

Solution	Description
Cleverciti Sensor	Edge-based overhead Parking Sensors for single-space detection in outdoor applications: on-street or off-street.
Cleverciti Card	Credential assigned to each driver to identify vehicle location and act as a permit or automated payment
EnSight EPIC	Edge-based entry/exit parking sensors for total or level counts of garages and surface lots
Cleverciti Circ®	Dynamic Wayfinding Signs that wrap around lampposts
Cleverciti Sign	Dynamic Wayfinding signs in a variety of rectangular sizes for key decision points
Cleverciti App	Mobile App for guidance - white labeled or integrated into existing App
Cleverciti Cockpit	Cloud-based Cockpit Mgt. System with device mgt, reporting, analytics
Cleverciti Compliance	Guide enforcement officers to vehicles in violation of parking rules

- 1.2. **Hardware.** The Cleverciti Sensor is a smart lamppost parking sensor with wide range of coverage, 2x128 degrees, high performance edge computing, and AI detection algorithm designed to enable autonomous device monitoring and space detection of any area. The EnSight EPIC is designed to provide cumulative counting for facility parking count or level parking count. Cleverciti Circ and Cleverciti Sign provide digital display for parking guidance and/or public messages display

Table 2: Hardware

Solution	Key Features	Connectivity	Device Options	Integration Options
Cleverciti Sensor	Monitors 20 – 50+ spaces per sensor with accuracy levels >98% and no cumulative error rate. Real-time occupancy data available in the cloud. Optimized for extreme weather and low-light conditions	LTE, WIFI, IoT Hub, 900 MHz, Ethernet	Battery option for night-charging when lampposts do not have 24/7 power	REST API for sharing realtime occupancy data with third party systems

EnSight EPIC	Highly accurate (>99.9%) cumulative counting upon entry or exit of a vehicle. Far fewer resets required than loops or other traditional systems.	LTE or Ethernet	Facility counts or level count	REST API for sharing real-time occupancy data with third party systems
Cleverciti Circ®	Turn-by-Turn Guidance where its need - blended into streetscape addressing 100% of drivers	LTE, WiFi, IoT Hub, 900 MHz, Ethernet		Fully dynamic for integration of other messages (Public Service Announcements, ADVERTISING, etc.
Cleverciti Sign	Fully digital wayfinding signage allows for dynamic updates, different guidance plans for special events, and integration of third-party content including advertisements or train arrival times.	LTE, WiFi, IoT Hub, 900 MHz, Ethernet	Battery option for night-charging when lampposts do not have 24/7 power	Fully dynamic for integration of other messages (Public Service Announcements, ADVERTISING, etc.

1.3. **Support.** You will be provided with support contact info as part of your onboarding program.

Support includes network, solution and billing issues support.

For technical issues please contact:

Tel: +1 855 450 0734

Email: ccs.support@cleverciti.com

Hours of operation:

Monday to Friday (excluding public holidays)

8.00 am to 5.00 pm PST (Pacific Standard Time)

For billing issues, please contact:

Email: Rogers.BusinessSupport@rci.rogers.com

Hours of operation:

Monday–Friday: 8:00am–8:00pm ET

Saturday–Sunday: 9:00am–5:00 pm ET

1.4. **Professional Services.** Professional Services are available for Rogers Smart Parking.

Professional Services include:

- i) Additional application development
- ii) Installation

Where you request additional Professional Services, Rogers will quote any such services to you in the Agreement and detail them in a separate Statement of Work.

1.5. **Coverage.** Rogers’ network coverage and Technologies (as defined below) used by Rogers can be found here: <https://www.rogers.com/consumer/wireless/network-coverage>. The coverage map accessible via the above-mentioned link is a general representation of Rogers’ wireless coverage where indicated. The areas shown are approximate. Actual coverage area may vary from map graphics. Coverage may be enlarged or reduced in scope from time to time by Rogers in its sole discretion. Charges are based on the location of the site receiving and transmitting the signal, not the location of the subscriber.

“Technologies” — means the current technologies used by Rogers to provide the Services such as 3G, 4G, 5G, LTE, LTE-M, NB-IoT as well as any technology Rogers may use in the future.

1.6. **Limitations on Roaming Service.** Rogers may, at its discretion, and to the extent permitted under the roaming agreements with third party network operators (the” Roaming Agreements”), provide certain roaming services to End Users. Any such roaming shall be subject to the restrictions that may exist in the

Roaming Agreements. Rogers may in its sole discretion suspend roaming privileges to any End User if it discovers or suspects that the roaming services are being used in a fraudulent manner or contrary to the provisions of these terms. Roaming End Users may only roam incidentally to their use of the Rogers Services and cannot roam on the networks of third-party network operators on a permanent basis. Rogers shall be entitled from time to time and at any time, at its sole discretion, to add, modify or remove territories where roaming shall be available to End Users. You acknowledge that not all features and/or functionalities are available in each territory where roaming is available and roaming in certain territories is only available for use with Equipment using certain Technologies.

“**Equipment**” — means any wireless device, including the embedded radio module, procured by you that have been tested, approved and certified by Rogers for use by End Users in accessing the Rogers Services.

1.8. **Hardware Warranty.** The applicable Hardware warranty terms and conditions can be found at the s.8 of the following URL: https://static1.squarespace.com/static/5f572e16a570ab2acc63378e/t/6294e50252712b6249f4b1eb/1653925122604/Cleverciti_EULA_Partner_USCorp.pdf

1.9. **End User License Agreement.** You agree to abide by the terms and conditions of the End User License Agreement, which you are required to accept prior to being provided access to the Services. The EULA is available to view using the following URL: https://static1.squarespace.com/static/5f572e16a570ab2acc63378e/t/6294e50252712b6249f4b1eb/1653925122604/Cleverciti_EULA_Partner_USCorp.pdf

2. **Product Terms and Conditions.**

2.1. **Termination Fees.** If you terminate the Rogers Smart Parking Services for any reason other than for cause as permitted under the Agreement, or if Rogers terminates the Smart Parking Services for cause as permitted under the Agreement, you shall pay to Rogers, as liquidated damages and not as a penalty, a termination fee which is an amount that is equal to the sum of:

- (v) fifty percent (50%) of the remaining monthly fees for the terminated service that would have been payable to the end of the Service Term; and
- (vi) a lump sum representing any Hardware costs not covered by (i) above, and the amortized remainder of any waived or discounted installation or one-time charges associated with the terminated Service(s) in consideration of your commitment to the Service Term for such Services.

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

2.2. **Initial Service Term.** The Services are provided for an Initial Service Term of twelve months (12) months that commences on the earlier of:

- i) The setup of the platform (you will be notified that their Service Term has commenced); or
- ii) 30 days from the date that the Hardware is delivered to you.

2.3. **Renewal Term.** Notwithstanding anything to the contrary in the Agreement, upon the expiration of the Initial Service Term or any Service Renewal Term, these terms will automatically be renewed on the same terms and conditions for an additional twelve (12) month Service Term unless either party provides written notice of non-renewal or cancellation to the other at least 90 days in before the expiration of any Service Term.

2.4. **Customer Billing.** Billing will begin once the hardware has been delivered to you.

2.5. **Limitation of Liability.** Notwithstanding anything to the contrary in the Agreement, Rogers' total cumulative liability for Damages arising out of or in connection with the provision of Products or Services under these terms, whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory even if Rogers has been advised of the possibility of those damages, is limited to direct, actual, provable Damages and will in no event exceed an amount equal to the total aggregate monthly fees paid for the Products or Services provided pursuant to these terms during the three

month period before the event giving rise to the Damages, less all discounts and credits and amounts paid for previous Damages for such Service. Roger's liability shall be limited in all cases to direct damages and in no event shall Rogers be liable for lost profits, loss of data, economic loss, down time costs, costs of substitute goods or services, lost goodwill, loss from work stoppage, cost of overhead, loss of anticipated benefits hereunder, or any indirect, incidental, consequential, special, or exemplary or punitive damages of any kind.

Rogers has no liability with respect to the Hardware warranty, which is provided by the manufacturer. A link to the Hardware warranty provided by the manufacturer is included in these terms. Rogers specifically disclaims any and all liability and warranties, implied or express, for uses requiring fail-safe performance or for uses that require immediate, mission-critical, real-time data where failure or fault of the service could lead to (a) personal injury or death, (b) property damage or (c) environmental damage. This disclaimer applies to (but is not limited to) uses involving life support, medical devices where failure could result in injury or death, aircraft or other modes of human mass transportation (while in transit), storage of food or other substances where failure could result in spoilage, flooding or property damage, any function required for the safe operation of chemical, petroleum or nuclear facilities, or critical asset monitoring. The services are not designed for and should not be used in any of these or other fail-safe applications.

Your sole and exclusive remedy for breach of the Hardware warranty will be the repair or, at Rogers' option and expense, replacement of defective Product, or components thereof in accordance with the Hardware warranty provided.