

# Wireless Back-Up Plan

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This Schedule sets out provisions with respect to the Customer's subscription to the Services described herein as provided by Rogers Communications Canada Inc. ("Rogers"), details of which are stipulated in the Product Quotation. This Schedule is an attachment to and forms an integral part of the Customer's Rogers for Business Agreement (the "Agreement") with Rogers. The Customer agrees to be bound by the terms and conditions set out in the Agreement, which include without limitation this attachment and any other attachments to the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

- 1.1. **Extended Coverage.** Extended Coverage provides mobile connectivity in specific areas within Canada outside of the Rogers network. If Customer has access to Extended Coverage, it is intended for occasional use only. While using Extended Coverage, certain services or features are not available or have limited or reduced functionality. For details, please visit [rogers.com/extendedcoverage](http://rogers.com/extendedcoverage).

Where Rogers identifies that the Customer's usage while utilizing Extended Coverage is excessive (talk, messaging and data), Rogers reserves the right to charge the Customer a reasonable fee for such excessive usage, or, alternatively, to throttle, restrict or limit such Customer's end-user from utilizing Extended Coverage going forward.

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. If the Customer end-user is on a call when they enter an Extended Coverage area, the call will drop. Once EXT appears on the end-user's Device screen, they can call back to complete their call. A few enhanced features may not be available while in an Extended Coverage area, including:

- i) Call Display / Name Display
- ii) 4-1-1 Directory Assistance Call Completion
- iii) Pound numbers (#) and short codes
- iv) N-1-1 codes:
- v) 2-1-1 Community Information
- vi) 3-1-1 Non-Emergency Municipal Government
- vii) 5-1-1 Weather & Traveler Information
- viii) 7-1-1 Access to Message Relay Service (MRS) by the deaf
- ix) 8-1-1 Non-urgent Health Triage 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

- 1.2. **Rogers Business Self-Serve.** Rogers for Business Self-Serve ("BSS") is a secure and integrated online billing, payment, self-serve and reporting system. It includes monthly billing information for the Customer's wireless services provided by Rogers, as well as permitting the Customer to automatically generate reports on a wide range of wireless services (voice, data, SMS) provided by Rogers.

BSS is a versatile web-based tool that is available at no charge to the Customer when Rogers for Business Wireless Plans are purchased. BSS offers the Customer features including the ability to make a payment, manage users and create groups, grant and manage access to BSS, and perform self-serve transactions, such as change subscriber name or SIM card and more, to manage wireless services provided by Rogers.

- 1.3. **Split Billing.** Split Billing may be provided for an additional monthly fee, as set out in the Product Quotation, under the following conditions: (i) Customer must direct Rogers on the split ratio of monthly service fee, specifying what amount is to be charged to Customer and what amount is to be charged to the applicable department(s) and/or End User(s); (ii) Customer must provide the contact details (name, telephone number, address, etc.) for the departments and/or End Users who will be paying for their portion of the split bill; (iii) Rogers receives a valid credit card for the End Users' portion of the split bill, as applicable, for payment of the End Users' portion of the monthly service fee on the applicable Line and any incidental usage-based charges; (iv) Customer agrees that Customer is ultimately responsible for all charges on the account and

that any charges that are split with a Department or End User that are not paid by their due date will be transferred up to the Customer's account; (v) split billing only takes effect the next billing cycle following activation; (vi) any Line that has had charges transferred to the Customer due to non-payment more than one time will lose their split billing privileges and 100% of all subsequent charges will be on the Customer's account

2. **Terms and Conditions.**

2.1. **Pricing Eligibility.** The Service is for new activations on SIM or e-SIM only. Price plan changes are only permitted between different plans in Table 1 once the initial activation has been completed.

2.2. **Discount Eligibility.** Where the Customer's pricing for the Services has been discounted, as reflected in the Product Quotation, such discounting is subject to the Customer attaining the Line Commitment (as set out in the Product Quotation) by the Commitment Date and maintaining the Line Commitment for the duration of the Service Term for the Services. In the event the Customer does not attain or maintain the Line Commitment, Rogers reserves the right to remove any such discounting on the Customer's existing Lines and on any Lines subsequently activated by the Customer.

2.3. **Ordering the Services.** Services may from time to time be ordered by the Customer for use by any one or more officers or employees of the Customer (each an "**Employee**"), as applicable, by requesting to activate a Line. The activation of each new SIM card may be subject to a Set-up Service Fee, as set out in the Product Quotation. The Customer acknowledges and agrees that it shall be liable for all amounts owing to Rogers for Lines. To order 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.

2.11 **Roaming.** There is no cap on the number of days in a month that a Line may be charged for the Roam Like Home Destinations daily charge. When roaming outside of the Rogers network, certain network services may not be available, such as: Call Forwarding, Call Waiting, Call Display / Name Display, accidental roaming, etc. 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).

2.12 **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. All usage is rounded up to the next highest increment (MB, minute, etc.). Customer agrees that, to the extent there is any dispute as to the amount of data transmitted to and from a Rogers SIM card 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.

2.13 **Data Pooling.** For all Lines activated on Shared Pricing plan(s) eligible for pooling, smartphone data is pooled, giving the Customer access to draw data from the pool for a monthly fee, plus applicable overage charges.

2.14 **Long Distance Rounding.** Canadian, United States and International Long Distance will be charged in increments of sixty (60) seconds, rounded up to the nearest minute on a per call basis.

2.15 **Additional Features.** Additional service details and additional plans and features that the Customer may purchase from Rogers are set out at [rogers.com/business](http://rogers.com/business), subject to certain eligibility requirements. The Customer's discount, if any, does not apply to these additional plans and features.

2.16 **DISCLAIMER.** The Services are intended to be used as a back-up wireless service, and not as the Customer's primary wireless service. The Customer is solely responsible for controlling which SIM card is being used by a Device, and the charges incurred by such active SIM card, at any given time. The use of the Services by switching from the Customer's primary SIM card to the Wireless Back-up SIM. Rogers has no responsibility for any errors made by the Customer or an End User in selecting the Device's active SIM card.

Call forwarding, voicemail and WiFi calling are not available with the Services. For Customer's with Mobile Device Management services ("MDM"), Rogers does not warrant that the Services will be compatible with the MDM and Customer will need to discuss with their MDM provider whether the MDM will function with the Services.

- 2.17 **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. 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.
- 2.18 **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 "Customer" means the Customer and its end users. In respect of the provision of emergency services on a mandatory basis, Rogers is not liable for:
- i) libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over Rogers' network from Customer's property or premises or recorded by Customer Equipment or Rogers Equipment;
  - ii) damages arising out of Customer's act, default, neglect or omission in the use or operation of equipment provided by Rogers;
  - iii) damages arising out of the transmission of material or messages over the Rogers Wireless Network on Customer's behalf which is in any way unlawful;
  - iv) any act, omission or negligence of other companies or telecommunications systems when their facilities are used in establishing connections to or from Customer's facilities and equipment.
  - v) Furthermore, except in cases where negligence on Rogers part results in physical injury, death or damage to Customer's 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) Customer 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.
- 2.19 **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.

3. **Definitions.** The following definitions are used in this Schedule. Any capitalized terms not defined below are defined in the Agreement.
  - 3.1. "Administrative Fees" — As set out in Table 3 of this Schedule.
  - 3.2. "Billing Account Number (BAN)" — means a unique Rogers' wireless account number.
  - 3.3. "Call Display / Name Display" — means the visual display of the incoming call's telephone number and incoming caller's name, where supported by the Device. Not all incoming telephone numbers or caller's name can be identified.
  - 3.4. "Call Waiting" — means a feature whereby a person making a wireless telephone call is notified of an incoming call and is able to place the first call on hold while answering the second.
  - 3.5. "Canadian" — means wireless voice, data or SMS/MMS traffic both originating and terminating within Canada.
  - 3.6. "Credit Recovery Period" — means the period of time over which Rogers may recover the amortized portion of a One-Time Activation Credit or One-Time Renewal Credit. If applicable, the Credit Recovery Period is set out on the Product Quotation.
  - 3.7. "Commitment Date" — means that date that is ninety (90) days from the date that the pricing set out in this Schedule or the applicable Product Quotation is available to be loaded on the Customer's Lines.
  - 3.8. "Conference Calling" — means a feature where a person making a wireless telephone call can add additional callers to the original two-way call.
  - 3.9. "Deactivation Fee" — means a one-time fee charged upon the cancellation of a Line to cover administrative costs related to the deactivation, unless otherwise set out in the Product Quotation.
  - 3.10. "Device" — means a wireless telephone or Smartphone, wireless messaging device, tablet, or other wireless devices that is authorized by Rogers for use on the Rogers Wireless Network.
  - 3.11. "Expiry Date" — means the date on which the Customer's eligibility for One-Time Activation Credits, One-Time Renewal Credits, or any other promotional offer made by Rogers to the Customer, expires.
  - 3.12. "International" — means wireless voice, data or SMS/MMS traffic terminating to a country other than Canada or the United States.
  - 3.13. "Line(s)" — means a Device activated on a Rogers' wireless price plan for which the Customer is financially and legally responsible
  - 3.14. "Line Commitment" — means the number of Lines (including, as applicable, any sub-commitment for voice only, data only, and voice and data combined Lines) set out in the applicable Product Quotation.
  - 3.15. "Line Term" — means the time period that the Customer agrees to maintain a Line as consideration for a benefit provided by Rogers including, but not limited to, the period of time that the Customer commits to maintain the selected price plan on a certain a Line and a Credit Recovery Period. Following the end of the Line Term for each Line, the Line Term shall continue on a month-to-month basis at the then-current pricing in effect for such 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 adjust the pricing for the applicable Line.
  - 3.16. "Metered Data" — means any data service plan where the customer is required to pay a fee to consume data after a prescribed volume.

## Rogers Communications – Schedule – Wireless Back Up Plan

- 3.17. “MMS” — means Multimedia Messaging Service, or text messaging with enhanced features such as images, audio and video files within certain size limits.
- 3.18. “North American” — means wireless voice, data or SMS/MMS traffic terminating to Canada and the United States.
- 3.19. “No Term Device Charge” — means the advertised Device price described on Rogers.com, for a Device purchased on a monthly Line Term.
- 3.20. “Roam Like Home Destinations” — means Afghanistan, Aland Islands, Alaska, Albania, Algeria, Anguilla, Antigua And Barbuda, Argentina, Armenia, Aruba, Australia, Austria, Azerbaijan, Azores, Bahamas, Bangladesh, Barbados, Belarus, Belgium, Belize, Benin, Bermuda, Bolivia, Bonaire, Bosnia-Herzegovina, Botswana, Brazil, British Virgin Islands, Bulgaria, Burkina Faso, Cambodia, Cameroon, Canary Islands, Cayman Island, Central African Republic, Chile, China, Colombia, Congo (Democratic Republic of), Costa Rica, Crimea, Croatia, Cuba, Curacao, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, England, Estonia, Faroe Islands, Fiji, Finland, France, French Guiana, French Polynesia, Galapagos Islands, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guatemala, Guernsey, Guinea Bissau, Guyana, Haiti, Hawaii, Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Iraq, Ireland, Isle of Man, Israel, Italy, Ivory Coast, Jamaica, Japan, Jersey, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyz Republic, Latvia, Liberia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Madeira, Malaysia, Mali, Malta, Martinique, Mauritius, Mayotte, Mexico, Monaco, Mongolia, Montenegro, Montserrat, Morocco, Myanmar, Netherlands, New Zealand, Nicaragua, Niger, Nigeria, Northern Ireland, Norway, Oman, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Reunion, Romania, Russia, Rwanda, Saba, San Marino, Saudi Arabia, Scotland, Senegal, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sri Lanka, St Barts, St Eustatius, St Kitts And Nevis, St Lucia, St Maarten, St Martin, St Vincent And The Grenadines, Suriname, Swaziland, Sweden, Switzerland, Tahiti, Taiwan, Tajikistan, Thailand, Tonga, Trinidad And Tobago, Tunisia, Turkey, Turks And Caicos, U.S. Virgin Islands, Uganda, Ukraine, United Arab Emirates, United States, Uruguay, Vanuatu, Vatican City, Venezuela, Vietnam, Wales, West Bank, Western Samoa, and Yemen. These Roam Like Home Destinations are subject to change by Rogers at any time without prior notice.
- 3.21. “Rogers Wireless Network” — means the Rogers-owned wireless transmission facilities.
- 3.22. “Set-up Service Fee” — means a one-time fee charged upon the activation of a new Line to cover administrative costs related to the activation.
- 3.23. “SIM card” — means the Rogers SIM (Subscriber Identity Module) card that allows the Customer to connect a Rogers’ Device to the Rogers Wireless Network.
- 3.24. “SMS” — means Short Message Service, or text messaging.
- 3.25. “Telephone Number Change Fee” — means a one-time fee charged when requesting to change a telephone number to cover administrative costs related to the telephone number change
- 3.26. “Transfer of Responsibility Fee” — means a one-time fee charged when ownership of an existing telephone number is changed. This happens when a telephone number is transferred between two different customer accounts. The fee is charged to the account that initiated the request, and is applied for each telephone number transferred to cover administrative costs related to the transfer.
- 3.27. “United States” — means wireless voice, data or SMS/MMS traffic terminating (in the case of long distance) or originating and terminating (in the case of roaming) within the United States.