

This document sets out provisions with respect to Fixed Network 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.

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## Business Phone

The following terms pertain specifically to Rogers Business Phone Services supplied by Rogers to you.

1. **Definitions.** The following definitions are used in these terms. Any capitalized terms used but not defined below have the meanings ascribed to them in the Agreement.
  - 1.1. **“ATA”** — means Analogue Telephone Adaptor.
  - 1.2. **“Base Station Unit”** — means that the main base unit is provided as a part of the service with a Business Phone – Flex. The Base Station unit can support up to 10 phones and up to 4 concurrent phone lines.
  - 1.3. **“Business Day”** — means Monday to Friday inclusive, excluding statutory holidays observed in the Province of Ontario.
  - 1.4. **“Business Hours”** — means 8:00am to 5:00pm local time on a Business Day.
  - 1.5. **“Business Phone”** — means a business phone line which has all Phoneline Features included.
  - 1.6. **“Business Phone Basic”** — means a business phone line without Phoneline Features (as identified in Section 2.4. below) ideal for using as phone lines in an elevator, alarm panel, pool line, intercom, etc.
  - 1.7. **“Core Network”** — means the Rogers core IP network. This includes all network infrastructure between the PE routers.
  - 1.8. **“Core Network Measurements”** — Each Network Node has an associated source probe that sends test packets to destination probes associated with each PE router, for the purpose of measuring Core Network metrics. One-way test packets are sent across the network from source probes to destination probes at randomized fifteen (15) minute intervals (i.e., a total of four (4) measurements per hour, per source-destination probe pair). Network delay, packet loss, and jitter metrics are derived from the accumulated test packets sent during a specific calendar month.
  - 1.9. **“CPE”** — means Customer Premise Equipment. CPEs are routers or switches deployed at your Site to provide connectivity to Rogers Internet Services. CPEs represent the edge of your Site’s local area network and are not part of the Rogers Internet Services local access or network.
  - 1.10. **“Deskset”** — means an IP Phone device which is provided as a part of the service or available for purchase as additional hardware.
  - 1.11. **“Handset”** — means an IP Cordless Phone (end unit) which is provided as a part of the service or available for purchase as an additional hardware.
  - 1.12. **“Business Phone- Flex”** — means a phone line service which has all phoneline features (refer section 2.4) included and the services are provided on an IP Phone (Deskset and/or Handset). The Business Phone – Flex is available as a 2 line bundle, a 3 line bundle or a 4 line bundle. It is not available for less than 2 lines or more than 4 lines per customer location. Each line will have 1 TN associated to it. You have an option to add additional IP phones as an upfront hardware purchase from Rogers. The base station can support up to 10 IP Phones. When you purchase additional phones, they will not be provided with additional TNs. The additional phones will need to leverage one of the TN from the allocated number pool under the 2, 3 or 4 line bundle.
  - 1.13. **“Network Availability”** — means the percentage of time during a specific calendar month that the Core Network was available to pass traffic. Network Availability is based on ticket information from the Rogers Trouble Reporting System:

Rogers continuously monitors each Network Node for availability. If an Out of Service condition is detected on a specific Network Node, the Core Network will be deemed to be unavailable for the length of the outage. Network Availability is calculated as the total number of minutes that the Core Network was unavailable during a specific month, divided by the total number of minutes in the specific month, multiplied by hundred (100) (for the percentage).

- 1.14. **“Network Node”** — means the primary nodes on the Core IP Network with dual redundant PE routers.
- 1.15. **“Out of Service”** — When your specific access is unable to transmit or receive data, an “Out of Service” condition will be recorded for your specific access in the Rogers Trouble Reporting System. Out of Service conditions can either be declared automatically by the Rogers Managed Network Service monitoring system, or manually by a Rogers’ technician.
- 1.16. **“PE Router”** — means Provider Edge router.
- 1.17. **“Rogers POP”** — means Rogers’ network point-of-presence.
- 1.18. **“Services”** — means, in these terms, the Rogers Business Phone Services supplied by Rogers to you.
- 1.19. **“Site”** — means a geographic location where the Services are delivered.

- 1.20. **"TN"** — means Telephone Number.
- 1.21. **"UPS"** — means Uninterruptible Power Supply. The UPS is used to provide backup power to the Services.
- 1.22. **"Wallrack Mount"** — a rack that can be screwed on the wall to install the UPS and ATA.
2. **Service Description.** The Services are digital voice services, including both access and applications. The Services use an IP circuit to deliver voice services to your Site. Where access to the Services is purchased from Rogers, these SIP based phone lines will require an IP based access between Rogers Network and your premise. Each line will include one (1) SIP Session and one (1) TN as described below.
  - 2.1. **SIP Session.** Each SIP Session is the IP equivalent of a PRI voice channel, and represents a unique but virtual connection between your location and the Public Switched Telephone Network (PSTN), transported over an IP circuit. The Services allow you to purchase the number of lines they require to meet their voice calling needs. The number of lines purchased determines the amount of IP bandwidth required to support the Services.
  - 2.2. **Telephone Numbers (TN).** These are individual telephone numbers (NPA+NPX) that transmit dialled telephone traffic directly to the end user or device associated with such TN.
  - 2.3. **Extended Local Calling.** The Services allow you to place local calls between all Rogers SIP Services rate centres in Canada, as updated from time to time, without incurring long distance charges. Long Distance minutes and charges apply to calls terminating in Canada that are outside Rogers SIP Services rate centres, and to all calls terminating outside of Canada.
  - 2.4. **Phoneline Features.** The following calling features are included with the Business Phone:
    - i) Call Display
    - ii) Call Waiting
    - iii) Call Forward
    - iv) Call Transfer
    - v) Multiline Hunt
    - vi) 3-way Calling
    - vii) Voice Mail
    - viii) Visual Call Waiting
    - ix) Virtual Fax
    - x) Toll Block
  - 2.5. **Devices.** Traditional analogue services over an IP network, such as dialtone for telephone, facsimiles and other CPE devices, will be provided as part of the Services (each a **"Business Phone Device"**). The fees for the Business Phone Device are included within the monthly recurring charges of the Services. After Service activation, unless otherwise directed by Rogers, you shall not, under any circumstances, tamper with, relocate, move, remove or otherwise touch the Business Phone Device in any manner whatsoever. Upon the expiry of the Initial Service Term, or, in the event that the Services are terminated prior the expiry of the Initial Service Term upon the payment of the Termination Fees, you maintain full ownership of the Business Phone Device.
    - i) For Business Phone, the options of Business Phone Device are:
      - a) ATA
    - ii) For a Business Phone Basic, the Business Phone Device are:
      - a) ATA; and
      - b) UPS;
      - c) a Wallrack mount may also be included.
    - iii) For a Business Phone – Flex, the Business Phone Device are:
      - a) Base Station Unit;
      - b) Deskset;
      - c) Handset.

The service can be provided as a:

    - i) 2 Line Bundle which will include a Base Station Unit, a Deskset and a Handset
    - ii) 3 Line Bundle which will include a Base Station Unit, a Deskset and 2 Handsets
    - iii) 4 Line Bundle which will include a Base Station Unit, a Deskset and 3 Handsets

- iv) You can buy additional Deskset/s and/or Handset/s. The Base Station Unit can support up to 10 phones. You can buy up to 8 additional phones on a 2 line bundle, up to 7 additional phones on a 3 line bundle and up to 6 additional phones on a 4 line bundle.

2.6. **Network Access.** The Services are supported by Rogers' own reliable fibre or cable accesses or fibre accesses provided to Rogers from a variety of third party carriers across Canada.

2.7. **Demarcation Point.** The access demarcation is an end point of the Rogers network that interfaces with your internal network. Demarcation interface is a port facing your internal network on an ATA provided by Rogers. Rogers Technicians will not be responsible for internal wiring at your premise. Roger's responsibility will be to test the services on the ATA i.e. phone demarcation point beyond which, it will be your responsibility to connect the phone lines to existing or new wiring and/or other devices like elevators, alarm panels etc.

2.8. **Managed Network Services.** For a Business Phone Basic, Rogers will monitor for outages the ATA device on a 24/7 basis. In case of an ATA device outage, Rogers will take the commercially reasonable appropriate actions to resolve the outage.

### 3. **Terms and Conditions.**

3.1. **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:

- i) fifty percent (50%) of the average monthly charges for the terminated Services (as determined over the previous three months) multiplied by the number of months remaining in the Initial Service Term from the effective date of termination; and
- ii) any cost which Rogers must continue to pay to third parties for the remainder of the applicable Initial Service Term as a result of the early termination of the applicable Services that exceeds the amount set out in (i) above.

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

### 3.2. **Charges.**

- i) The Services require a dedicated IP circuit at each Site where the Services will be delivered. The Services will be provided at the per line rate set out in the Agreement.
- ii) For self install, upon delivery of the Business Phone Device to you by Rogers, you will have a maximum of five (5) days to perform interoperability testing, after which Rogers will commence billing for the services.
- iii) For on-site tech install, the Service, and the associated billing, will commence upon the successful installation of the Services. The technician will test the Services and get your acceptance before leaving the premise.
- iv) The Services are billed on a monthly basis. Monthly charges will be prorated for the first partial month of service.
- v) Where you request the move, add, change, or disconnect of new or existing Services, Rogers may charge a move-add-change-disconnect (MACD) charge to you.

3.2.1. **Missed Appointments.** The must be at the Site at the agreed upon date and time for access to the location by the installation technician. If the installation technician arrives at the Site and there is no access, a missed appointment fee of \$100 will be charged.

3.2.2. **Cancellations/Postponements.** A \$100 cancel-before-start fee will be charged for orders or install appointments cancelled or postponed within two (2) Business Days prior to the scheduled installation date.

3.3. **Additional Work.** Work requested by you and performed by Rogers or its subcontractors that is outside the scope of these terms will be billed to you at Rogers' then current time and material rates. Work requested and performed outside of Rogers' Business Hours will be subject to an additional charge, to be quoted upon request.

### 3.4. **Long Distance Services.**

- i) Rogers' long distance services provide outbound long distance telecommunications that can be combined with the Services.
- ii) Rogers' long distance services per minute charges are as set out in the Agreement.
- iii) Per minute rates for international long distance services are standard Rogers international rates unless otherwise stated in the Agreement.
- iv) Rates for your long distance services are subject to maintaining monthly traffic distribution where: (a) no more than 5% of total minutes originate from or terminate to numbering plan areas (NPAs) 306/709, 819, 867, 705, 807, 418i or any derivations of these NPAs if they were to split at a future date; and (b) no more than 2% of continental US traffic originate from or terminate to Alaska and/or Hawaii. In the event of any excess of the foregoing traffic distribution restrictions, the Parties agree that such excess traffic shall be charged at a rate of \$.25 per minute.
- v) In the event of resale of long distance services by you without consent, Rogers reserves the right to charge a premium of \$.25 per minute on all mobile, cellular, digital and/or PCS and other non-geographic based terminations terminating internationally.
- vi) You have a choice to obtain from Rogers different call detail reports which display your detailed call information on their long distance and/or toll free service(s). In the event of any discrepancies between such report and Rogers' invoice, information on the invoice prevails.
- vii) In case of discrepancies between any online billing summary and your invoice(s), the charges on your invoice(s) prevail. Rogers is not liable for damages, including any loss of benefits, lost savings or other incidental or consequential damages to you or any other party arising from the use, misuse or inability to use the online billing portal, whether or not Rogers or its authorized representative has been advised of the possibility of such damages.

3.5. **Toll Free Services.** For Business Phone, Rogers' toll free services allow you to receive and be billed for incoming calls from designated Canadian, U.S. and International country codes. Toll free services offer termination of calls via the Business Phone. A number of enhanced routing and call processing features can also be provided by Rogers upon your request.

- i) Per minute rates for International toll free services are standard Rogers' International rates, unless otherwise stated in the Agreement.
- ii) Your requests for specific toll free numbers will be accommodated free of charge subject to number availability. Rogers will have no liability whatsoever for its failure or inability to obtain a requested number for any reason. You may be listed in published telephone directories of telephone companies at the rates specified in those carriers' tariffs.
- iii) International Toll Free Services (Universal International Freephone Numbering (UIFN) or International Toll Free (ITF)) can be quoted by Rogers upon request. These Toll Free Services allow you to receive and be billed for incoming calls from one or many International destinations. A complete list of participating and available countries may be obtained by you through your Rogers representative. Rogers does not establish rules and conditions pertaining to International Toll Free service and therefore cannot be responsible for any unilateral actions taken by foreign administrations.

3.6. **Billing Increments.** International calls (with the exception of International toll free) will be billed in six (6) second increments, subject to a thirty (30) second minimum. All other long distance and toll free services will be billed in one (1) second increments, subject to a thirty (30) second minimum.

3.7. **Transition of Access.** Any access facility to the Services that are subcontracted by Rogers to a third party may, at any time, be replaced by a Rogers-provided access facility. In such case, in order to facilitate the transition and avoid service disruption to the greatest extent possible, you must reasonably cooperate with Rogers, which includes allowing Rogers' access to your premises and facilities as per Rogers' schedule for the performance of Rogers' transition activities.

3.8. **Timing of Calls.** Per minute charges are based on call duration measured in accordance with the foregoing increments, with any partial cent amounts rounded to six (6) decimal places on a per call basis. Fractions of an increment will be billed as an entire increment. The timing of calls will begin upon Rogers' receipt of answer supervision (where available) and will terminate when Rogers' switching equipment receives either a signal from the local telephone company that the calling party or the called party has disconnected the telephone, or an equivalent signal. For all lines, call timing (or duration) will be determined conclusively by Rogers' network system.



- 3.9. **Unauthorized Charges.** You must immediately notify Rogers by calling Rogers Customer Care in the event that the Services are used in an unauthorized manner. You will be responsible for paying Rogers for all charges up to the time the customer notifies Rogers Customer Care of the breach. You also agree to treat as confidential and non-transferable all access codes and/or passwords that Rogers may provide to you for use with the Services.
- 3.10. **Non-Mobile Use Only.** You expressly acknowledge and agree that the Services are not intended to be used for non-geographic (i.e. mobile) purposes. Any mobile usage of the Services at a location other than your Site is strictly prohibited by this Agreement, and you release Rogers of all liability arising therefrom.
- 3.11. **Calling Features.** The Services do not support 0+ calling (including, without limitation, third party billing calls, 1-900 or calling card calls). The Services may not support 3-1-1, 5-1-1 and/or other n11 calling (other than certain specified dialling such as 9-1-1 and 7-1-1, which are provided for elsewhere in these terms) in one or more (or all) service areas.
- 3.12. **Emergency 9-1-1 Service.** The emergency 9-1-1 fee charged by your municipality may be billed each month as part of Rogers' monthly charge for the Services, or may be billed directly by the municipality.
- 3.13. **9-1-1 Limitations and Customer Responsibilities.** The Services or emergency buttons should not, under any circumstances, allow direct dialling of 9-1-1 services. Because of the unique nature of calls over the Services, emergency calls to 9-1-1 may be handled differently than traditional wireless or wireline voice service. The following provisions describe the differences and limitations of 9-1-1 emergency calls, and you hereby acknowledge and understand the differences between traditional 9-1-1 service and the Services with respect to 9-1-1 calls placed to emergency services from your account as described below.
- i) Upon activation of the Services, you are required to provide the full address for each of the line locations where the Services will be used (your "**9-1-1 Emergency Address**"). You may only register one (1) 9-1-1 Emergency Address per line location and it must be a line location within Canada. If you fail to comply with this requirement or false, inaccurate or incomplete line location information is provided by you, Rogers has the right to restrict you from any current and/or future ability to access the Services. During any such restriction Rogers will still allow you to place a 9-1-1 call.
  - ii) When you place a 9-1-1 emergency call, the Services will route the 9-1-1 call through a third-party specialized call centre that handles emergency calls. The emergency call centre will verbally confirm the line location the subscriber is calling from then route the call to the Public Safety Answering Point (the "**PSAP**"). If the line location cannot be verbally confirmed, the 9-1-1 call-taker will then route the call to the PSAP" corresponding to the Registered Line Location on your account for that particular subscriber. Your subscriber must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher, as the dispatcher may not have the subscriber's number or contact information. If your subscriber is inadvertently disconnected, they must call back immediately. Your subscriber should also be prepared to provide a call-back number to the 9-1-1 operator.
  - iii) You are responsible for providing, maintaining and updating true, accurate, current and complete 9-1-1 Emergency Address and other information to Rogers. When you register the 9-1-1 Emergency Address, it will be validated for accuracy through a Canada Post and PSAP validation service. If you do not correctly identify the actual location where their lines are located, or if the account information has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site. Therefore, in the event of an emergency, it is important for the subscriber to immediately inform the 9-1-1 operator of the line location they are calling from (or the location of the emergency, if different). If the subscriber is unable to speak, the dispatcher will rely on the registered address that was provided by you upon activation. For technical reasons, including network congestion, it is possible that a 9-1-1 emergency call will produce a busy signal or will take longer to connect when compared with traditional 9-1-1 calls while using the Services.
  - iv) For technical reasons, the functionality of 9-1-1 the Services emergency calls may cease or be curtailed in various circumstances, including but not limited to: failure of service or the service access device – if your system access equipment fails or is not configured correctly, or if your Services are not functioning correctly for any reason, including power outages, Services outage, suspension or disconnection of the Services due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage; the Customer may need to reset or reconfigure system access equipment before being able to use the Services, including for 9-1-1 emergency calls; and changing locations – if you move your system access equipment to a location other than that described in its account information or otherwise on record with Rogers.

- v) If you are not comfortable with the limitations of 9-1-1 emergency calls, Rogers recommends that you not purchase the Services, or consider an alternate means for accessing traditional 9-1-1 emergency services. Rogers recommends that you keep an alternative phone service handy to increase the reliability of access to emergency services during any service interruption.
- vi) You are responsible for notifying, and agrees to notify, any user or potential users of your Services of the nature and limitations of 9-1-1 emergency calls on the Services as described herein. Rogers and its service providers disclaim all responsibility for the conduct of PSAPs and all other third parties involved in the provision of emergency response services. Rogers and its service providers do not have any control over PSAPs and are therefore not responsible for whether they answer 9-1-1 calls made using the Services, how they answer these calls, or how they handle these calls. Rogers and its service providers rely on third parties to assist in the provision of 9-1-1 services, and disclaim any and all liability for acts or omissions by third parties in the provision of 9-1-1 services. Neither Rogers, nor its service providers, officers nor employees may be held liable for any claim, damage, or loss (including, without limitation, attorneys' fees) by, or on behalf of, you or any third-party user of Rogers' 9-1-1 dialling capability.
- vii) You waive all claims or causes of action against Rogers and its service providers, directors, officers, employees, subsidiaries and assigns, arising from or relating to Rogers' provision of 9-1-1 services unless the claims or causes of action arise from their gross negligence, recklessness, or willful misconduct.

- 3.14. **Service Interruption.** With respect to Services, you acknowledge that long distance free and local services (including, without limitation, emergency 9-1-1 service) may be temporarily unavailable during the porting of your telephone number(s) from your previous local telephone company's network to Rogers' network (where applicable), and agrees that Rogers is not liable for any such suspension of service nor for any loss or damages that may result.

Rogers will use commercially reasonable efforts to ensure continuity of the Services by using a UPS as backup in case of power outage, such UPS to be connected to your owned power generator. If the access is still working, the UPS will ensure continuity of service for up to maximum of 1 hour 41 minutes during a power outage provided the UPS remains connected to the Customer power generator. You acknowledge and agree that it shall be your responsibility to ensure that the UPS remains connected to your power generator at all times, and to provide and maintain your power generator in good working order. Without limiting the generality of the forgoing, the Services may be temporarily unavailable, including without limitation, during a power/network outage/disconnection, and in such event, you will not be able to use the Services.

- 3.15. **DISCLAIMER. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES AND ALL DEVICES, OTHER ROGERS EQUIPMENT 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, SUSPENSION OR DISRUPTIONS OF THE SERVICE, THE INTERNET OR THE THIRD PARTY SERVICES OR ANY OTHER DAMAGES SUFFERED BY YOU WHICH ARE CAUSED DIRECTLY OR INDIRECTLY BY ANY FAILURES OF OR INTERRUPTION OF THE SERVICE, THE DEVICES, OTHER EQUIPMENT, 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 OR AGENTS; (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 SERVICE OR THE THIRD PARTY SERVICES; (VI) ANY EVENT OF FORCE MAJEURE, AS DESCRIBED IN THE AGREEMENT; OR (VII) TERMINATION OF THE SERVICES. IF YOU CHOOSE TO USE THE SERVICE FOR A PARTICULAR EMERGENCY LINE, EMERGENCY BUTTON, OR ELEVATOR EMERGENCY LINE, THE CUSTOMER DOES SO AT YOUR OWN RISK AND RELEASES ROGERS FROM ANY LIABILITY ASSOCIATED WITH SUCH USE.**

3.16. **Unsolicited Messages.** The Services may not be used to send unsolicited, bulk or commercial messages or for any other unsolicited communications. This includes, without limitation, using automatic dialling and announcing devices to or otherwise make unsolicited voice or facsimile calls and bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. The transmission of unsolicited calls using the Services for the transmission of unsolicited calls, broadcasting or transmitting unsolicited facsimile advertisements is regulated by the Canadian Radio-Television and Telecommunications Commission. In the event of a breach of this provision, Rogers may terminate the Services for Improper Use.

3.17. **Telephone Numbers.**

- (a) Rogers cannot guarantee the availability of a telephone number prior to the activation of the applicable telephone number. Rogers is not liable for any claims, actions, demands, loss or damages resulting from the advertisement, publication, distribution or other use of a telephone number prior to, or following, the activation of the telephone number.
- (b) Rogers reserves the right to change telephone numbers assigned to the Services if such change is required by the Canadian Numbering Administrator, which governs the allocation of telephone numbers in Canada. Rogers agrees to provide reasonable notice of any such required change in telephone numbers except where circumstances beyond Rogers' reasonable control prohibit or preclude Rogers from being able to provide a reasonable period of notice.

4. **Service Level Objectives.** These Service Level Objectives (each a "SLO") set out Rogers' objective with regards to the Services. Rogers may update these SLOs from time to time without prior notice to you.

4.1. **Access Availability SLO.** Rogers offers to you an Access Availability performance objective from the Network access that connects your Site to the PE router at the edge of the Rogers Core Network. Network access encompasses all elements from, and including, the PE router to the designated Rogers or third party demarc on your Site. CPE is not considered as part of the network access.

**Table 1: Access Availability SLO**

Access Type	Monthly Access Availability Objective
Ethernet Access (E10, E100 and GE, 10GE)	> 99.9 %

4.2. **Mean Time to Repair ("MTTR") SLO.** Rogers offers to you a MTTR performance objective that measures the duration of time that the Rogers Equipment that connects your Site to the PE router at the end of the Rogers Core Network is Out of Service. Network access encompasses all elements from, and including, the PE router to the designated Rogers or third party demarc on your Site. CPE is not considered as part of the Network access. MTTR SLOs are based on the location of your Site. MTTR SLOs only apply to Customer locations that are within fifty (50) km or thirty (30) miles of a Rogers' network POP.

**Table 2: MTTR SLO**

Access Type	Monthly MTTR Objective
Ethernet Access	< 4 h

4.3. **Network Availability SLO.** Rogers offers to the Customer a Network Availability performance objective that measures the reliability of the Services on the Rogers Core Network.

**TABLE 3: Network Availability SLO**

Network Availability Objective
Greater than or equal to 99.99%

4.4. **Managed Network Service SLO.** Rogers' Managed Network Service (the "MNS") includes an SLO for monitoring and notification.

4.4.1. **MNS Monitoring and Notification SLO.**



- i) The designated interface will be polled at five (5) minute intervals. If the designated interface fails to respond, the CPE router will be polled again in two (2) minutes. If the CPE router does not respond to the second poll, an Out of Service condition will be declared.
- ii) Rogers will use commercially reasonable efforts to notify you within fifteen (15) minutes of the initial detection of an Out of Service condition, via automated email to your designated contacts. Additional notifications via telephone may be made by Rogers within thirty (30) minutes of the initial detection of an Out of Service condition. This objective is contingent upon you maintaining up-to-date contact information with your Rogers account team.

## Rogers Business Cable Internet

The following terms pertain specifically to Business Cable Internet supplied by Rogers to you.

1. **Definitions.** The following definitions are used in these terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.
  - 1.1 **Business Day** – means Monday to Friday inclusive, excluding statutory holidays observed in the Province of Ontario.
  - 1.2 **Business Hours** – means 8:00am to 5:00pm local time on a Business Day.
  - 1.3 **Customer CPE** – means Customer owned or provided Customer premise equipment. Customer CPEs are any devices deployed at the Customer Site that have connectivity to Business Cable Internet Services. Customer CPEs represent the edge of the Customer Site's local area network and are not part of the Business Cable Internet Services local access or network.
  - 1.4 **ISP** - means a third-party Internet service provider from whom Rogers sources ISP Services for provision to Customer in areas outside the Rogers Network.
  - 1.5 **ISP Services** - means the Business Cable Internet Services provided by Rogers to a Customer through an ISP's network.
  - 1.6 **Primary Internet Access** – means your primary method for connecting to the Internet. For Business Cable Internet Services, the Primary Internet Access is a wired connection from the Rogers Equipment to the demarcation point which then connects the Customer to the Internet via the Rogers Network or ISP network.
  - 1.7 **Rogers Network** – means the Rogers core IP network and Rogers-owned cable plant.
  - 1.8 **Scheduled Maintenance.** Scheduled Maintenance means any maintenance activities performed on the Rogers network to which your facilities are connected. Such activities are typically performed during the standard maintenance window on Mondays to Fridays, 00:01 am and 6:00 am local time.
  - 1.9 **Site** - means a geographic location where one or more of your Services is delivered.
2. **Product Description.** These terms pertain specifically to Business Cable Internet Services (the “Services”) provides high speed access and connection to the Internet utilizing the Rogers cable network, where possible, or other top-tier communications providers in areas not served by the Rogers Network. The Services have the following features:
  - 2.1 **Connection Service Types:** The Services are provided in different Connection Service Types, which are listed in Appendix 1 – Connectivity Types attached hereto. Your Connection Service Type for the Services and associated Monthly Recurring Charges are set out in the Agreement.
  - 2.2 **Rogers Equipment Rental.** The monthly recurring charges set out in the Agreement may include a separate billable line item for the monthly rental charges for Hardware, which may include modems, access points and any other equipment. In all other cases, the charge for such Hardware rental is included in the monthly recurring charge for the Services. The rented Hardware constitutes Rogers Equipment, as defined in the Agreement.
  - 2.3 **Installation and Configuration Services:** All tiers of the Services include basic installation services. However, there are certain tiers, along with the inclusion of an Additional Feature (as described below) that may require more complex installation and configuration services. Such complex installation and configuration services are subject to an additional charge, to be quoted by Rogers. You have the right to decline such additional charges and cancel the order of the Services at the affected Site without having to pay the Termination Fees for such Services.
  - 2.4 **Additional Features.** Depending on the Connection Service Types and the tiers of the Services chosen by you, the Services include some of the following additional features or are available as options as set out in

## Appendix 1 - Connectivity Types.

- 2.4.1 Enhanced Security:** Enhanced Security leverages a foundational component of the Internet called Domain Name System (“DNS”). DNS is a system that automatically translates Internet addresses to the numeric addresses used by computers, smartphones, and tablet devices. Enhanced Security manages a dynamic list of known Internet addresses that have security threats, updated in near real time. When an attempt is made to connect to a compromised website, the connection is not completed, and the “blocked” page notice is shown. The Services also include a network level, cloud-based malware defence. The malware defence is not a firewall and you are responsible for all device-level security.
- 2.4.2 Wireless LTE Backup:** This feature relies on a dual band modem that detects when the Business Cable Internet connection is out of service and automatically routes the Internet traffic over the Rogers LTE wireless network instead. Wireless LTE Backup must remain connected at all time with the wireline access associated with such Wireless LTE Backup by Rogers at the time of the activation of this feature. Wireless LTE connection to the Internet is provided without additional charge until such time as the dual band modem detects that the Business Cable Internet connection is once again available and switches your traffic back to the primary connection.
- 2.4.3 Business Wi-Fi:** This feature enhances Wi-Fi capabilities beyond what is commonly found in the modem. A limited number of pre-configured wi-fi access point equipment is provided. You may be eligible to rent additional access point(s) for certain services.
- 2.4.4 Advantage Security:** This feature is delivered through a device that provides WAN management and advanced security features that supplement the functionality provided by Enhanced Security. Rogers will provide you with a default configuration of this device. Additional configurations may be subject to additional fees.
- 2.4.5 Monitoring Portal:** This feature provides you access to a monitoring portal where you can monitor certain performance of its Services such as service availability. You may be able to perform certain basic configuration changes on this monitoring portal. Certain configuration to the Services may be initiated from this monitoring portal may result in additional fees or change of your monthly recurring charges. Portal functionalities are provided “as is” and “as available” and may be updated from time to time without notice. The monitoring portal is an additional feature to the Services and may be cancelled at any time. You cannot terminate the Services as a result of such cancellation or outage or unavailability of the monitoring portal.
- 2.5 Bulk/Integrated Billing:** Rogers provides you a consolidated monthly billing that consists of a billing summary showing the last month's charge, last payment, current charge, charges added to the current bill, taxes and a total. A detailed bill is attached, showing new Sites and charges in the current month as well as a listing of all Sites receiving Services. Included in this report is the name and installation address, period of charges and total cost per Site. The invoice is dated at a fixed time each month and pro-rated for partial months of service.

## 3. Product Terms and Conditions

- 3.1 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:
- (a) fifty percent (50%) of the average monthly charges for the terminated Service(s) (as determined over the previous three months) multiplied by the number of months remaining in the Initial Service Term from the effective date of termination;
  - (b) any cost which Rogers must continue to pay to third parties for the remainder of the applicable Initial Service Term as a result of the early termination of the applicable Services that exceeds the amount set out in (a) above;
  - (c) a lump sum representing the amortized remainder of any waived or discounted installation or one-time charges associated with the terminated Service(s) in consideration of your commitment to the Service Term for such Services; and
  - (d) if the Hardware costs were amortized in the monthly recurring charges for the Services, one hundred percent (100%) of the remaining value of such Hardware.

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

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

- 3.2 Invoicing.** Monthly recurring charges for the Services are invoiced monthly, in advance on the first of each month, with overage charges invoiced monthly in arrears. Billing for the Services will commence as of the Service Effective Date. In the first month the charges will be prorated for the number of days in the month after the Service Effective Date. Rogers will, by way of invoice or otherwise, notify you of the Service Effective Date.
- 3.3 Transition of Access.** Any access facility to the Services that are subcontracted by Rogers to a third party may, at any time, be replaced by a Rogers-provided access facility. In such case, in order to facilitate the transition and avoid service disruption to the greatest extent possible, you must reasonably cooperate with Rogers, which includes allowing Rogers' access to your premises and facilities as per Rogers' schedule for the performance of Rogers' transition activities.
- 3.4 Additional Charges.** The following circumstances may give rise to additional charges to be paid by you in respect of the Services:
- 3.4.1 Missed Appointments:** You must be at the Site at the agreed upon date and time for access to the location by the installation technician. If the installation technician arrives at the Site and there is no access, a missed appointment fee of \$100.00 will be charged.
- 3.4.2 Cancellations/Postponements:** A \$100.00 cancel-before-start fee will be charged for orders or install appointments cancelled or postponed within two (2) Business Days prior to the scheduled installation date.
- 3.4.3 Failure to Provide LOA:** If an installation is not possible owing to your failure to provide a signed Letter of Authority (LOA), as described below, prior to the installation time for a particular Site, the \$100.00 cancel-before-start fee will be charged.
- 3.4.4 Other ISP Charges:** Unless otherwise agreed from time to time, any other third party ISP charges will be passed through at cost to you.
- 3.4.5 Additional Work.** Work requested by you and performed by Rogers or its sub-contractors that is outside the scope of these terms will be billed to you at Rogers' then current time and material rates. Work requested and performed outside of Rogers' Business Hours will be subject to an additional charge, to be quoted upon request.
- 3.5 Unauthorized Use of Wireless LTE Backup.** Where you purchases a "Pro" Tier of Business Internet that includes Wireless LTE Backup, or purchases any other services described in the Agreement as a wireless backup to a wired connection, you are not permitted to use such Wireless LTE Backup as its primary Internet access. If you are found using LTE Backup functionality as its primary Internet connection, you will be in violation of the terms of these terms and, Rogers may, at its sole discretion, bill you for the excess use at the then current rate for a similar term Rogers for Business LTE Fixed Wireless Access and / or terminate the Services, including charging you the applicable Termination Fees.
- 3.6 Hardware.** All Hardware purchased from Rogers is covered by the Hardware manufacturer's original warranty. Upon request, the Rogers sales team will provide you with up-to-date warranty information for the Hardware. The risk of loss or damage to any materials or Hardware shall pass to you upon receipt at your premises, notwithstanding that title to all materials and Hardware purchased outright shall pass to you only upon final payment, where applicable.
- 3.7 Modem/Router Configuration.** The modems/routers and other Hardware devices are configured to provide the maximum modem capabilities of the Connectivity Type (as listed in Appendix 1) between the Site's demarcation point and the Rogers Network. Actual speeds may vary with Internet/network traffic, server or other factors.

- 3.8 Supported Configurations.** The Services are designed to function optimally with certain supported Hardware and Software configurations, which you can request from Rogers. Configuration changes made by you to any Hardware used in conjunction with the Services may result in performance degradation and reduction in throughput.
- 3.9 Service Orders.** You may: (i) order Services for new or existing Sites; and (ii) order changes, additions to, or deactivations of previous Service orders at existing Sites; in each case by presenting a signed Agreement specifying the Services to be ordered, changed, added to or deactivated, as the case may be. Rogers may accept or reject any such orders.
- 3.10 Letter of Authority.** For each Site not owned by you, prior to the scheduled Services installation date, you are responsible for securing a letter of authority (“**LOA**”) from the Site’s owner/landlord in the form and content that Rogers reasonably requires authorizing Rogers to install the Services and associated Rogers Equipment at the Site.
- 3.11 Changes to Services.** The Services to be provided on the Service Effective Date are described herein, however, they may be slightly changed from time to time. For the most up-to-date description of Business Cable Internet Services sourced from ISPs check [www.rogers.com/business](http://www.rogers.com/business). The particulars of the Services may vary from Site to Site depending on the location of the Site and the time of provisioning. Rogers may discontinue or amend Services from time to time. If Rogers discontinues or amends any Business Cable Internet Services offering, it will provide an alternate Business Cable Internet Service consistent with the commercial connection services generally offered by Rogers to other commercial customers. If an ISP discontinues or amends any ISP Service offerings provided by Rogers hereunder and if it makes alternate services comparable to those initially provided by Rogers hereunder available at similar price points, Rogers may source and provide such alternative services to you.
- 3.12 ISP Services.** Rogers will provide a current list of those ISPs from which Rogers sources the Services outside the Rogers Network on your request. Where you order, and Rogers sources, the Services from any ISP, the particulars of the Service may vary from Site to Site and the monthly recurring charges and non-recurring charges for such ISP Services will be set out in the relevant Agreement.
- 3.13 LTE Backup Services:** For the LTE Backup Services to work, you agree to keep the LTE device connected to the Rogers modem at all times. You will not be given access to any administrative elements of the Services for self-administration; administration of the device and its setting will be done by Rogers only. You agree that, in some circumstance, the LTE signal at your Site may be insufficient to support the LTE backup and therefore this feature might not be available for this specific Site. In such case, you may purchase the Services without the LTE Backup Services or cancel the order for the Services at the affected Site without having to pay the Termination Fees for the Services at such Site.
- 3.14 WARRANTY.** EXCEPT WHERE OTHERWISE REQUIRED BY APPLICABLE LAW, THE BUSINESS CABLE INTERNET SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER ROGERS, NOR ANY ISP WARRANTS THE PERFORMANCE, AVAILABILITY, UNINTERRUPTED USE OF OR OPERATION OF THE INTERNET, ANY CONNECTION TO THE INTERNET, THE PRODUCTS, ROGERS NETWORK OR ISP’S INTERNET FACILITIES, ROGERS EQUIPMENT, OR ANY FEATURE OF THE FOREGOING. FURTHER, NEITHER ROGERS NOR ANY ISP WARRANTS THAT ANY DATA OR FILES SENT BY OR TO CUSTOMER OR ANY CUSTOMER END-USER (WHETHER BY E-MAIL OR OTHERWISE) WILL BE TRANSMITTED, TRANSMITTED IN UNCORRUPTED FORM, OR TRANSMITTED WITHIN A REASONABLE PERIOD OF TIME.



## Appendix 1 - Connectivity Types

Connectivity Types	Tiers				
	Rogers Ignite for business 30u	Rogers Ignite for business 100u	Rogers Ignite for business 150u	Rogers Ignite for business 500u	Rogers Ignite for business Gigabit
<b>Wired Connectivity Modem/CPE Configurations</b>	Up To 30 Mbps download / 5 Mbps upload	Up To 100 Mbps download / 10 Mbps upload	Up To 150 Mbps download / 20 Mbps upload	Up To 500 Mbps download / 20 Mbps upload	Up To 1000 Mbps download / 50 Mbps upload
<b>Provisioned IP's</b>	1 dynamic	1 dynamic or 1/5 static	1 dynamic or 1/5 static	1 dynamic or 1/5 static	1 dynamic or 1/5 static
	<b>Rogers Business Internet 30u</b>		<b>Rogers Business Internet 150u</b>	<b>Rogers Business Internet 500u</b>	<b>Rogers Business Internet Gigabit</b>
<b>Wired Connectivity Modem/CPE Configurations</b>	Up To 30 Mbps download / 5 Mbps upload		Up To 150 Mbps download / 20 Mbps upload	Up To 500 Mbps download / 20 Mbps upload	Up To 1000 Mbps download / 50 Mbps upload
<b>Provisioned IP's</b>	1 dynamic		1 dynamic	1 dynamic	1 dynamic
<b>Included Features</b>	Enhanced Security Monitoring Portal		Enhanced Security Monitoring Portal	Enhanced Security Monitoring Portal	Enhanced Security Monitoring Portal
<b>Optional Features</b>	Advantage Security		Advantage Security	Advantage Security	Advantage Security
	<b>Rogers Business Internet Pro 30u</b>		<b>Rogers Business Internet Pro 150u</b>	<b>Rogers Business Internet Pro 500u</b>	<b>Rogers Business Internet Gigabit</b>
<b>Wired Connectivity Modem/CPE Configurations</b>	Up To 30 Mbps download / 5 Mbps upload		Up To 150 Mbps download / 20 Mbps upload	Up To 500 Mbps download / 20 Mbps upload	Up To 1000 Mbps download / 50 Mbps upload
<b>Wireless Connectivity</b>	Speeds may vary according to a variety of network and environmental factors. Use is limited to backup use only. Usage as primary connectivity is considered a contractual violation.				
<b>Provisioned IP's</b>	1 dynamic		1 dynamic	1 dynamic	1 dynamic
<b>Included Features</b>	Enhanced Security Monitoring Portal Wireless LTE Backup		Enhanced Security Monitoring Portal Wireless LTE Backup	Enhanced Security Monitoring Portal Wireless LTE Backup	Enhanced Security Monitoring Portal Wireless LTE Backup
<b>Optional Features</b>	Advantage Security		Advantage Security	Advantage Security	Advantage Security
			<b>Rogers Business Internet Wi-Fi 150u</b>	<b>Rogers Business Internet Wi-Fi 500u</b>	<b>Rogers Business Internet Wi-Fi Gigabit</b>
<b>Wired Connectivity Modem/CPE Configurations</b>			Up To 150 Mbps download / 20 Mbps upload	Up To 500 Mbps download / 20 Mbps upload	Up To 1000 Mbps download / 50 Mbps upload
<b>Provisioned IP's</b>			1 dynamic	1 dynamic	1 dynamic
<b>Included Features</b>			Enhanced Security Monitoring Portal Business Wi-Fi	Enhanced Security Monitoring Portal Business Wi-Fi	Enhanced Security Monitoring Portal Business Wi-Fi
<b>Optional Features</b>			Advantage Security	Advantage Security	Advantage Security

			<b>Rogers Business Internet Pro Wi-Fi 150u</b>	<b>Rogers Business Internet Pro Wi-Fi 500u</b>	<b>Rogers Business Internet Pro Wi-Fi Gigabit</b>
<b>Wired Connectivity Modem/CPE Configurations</b>			Up To 150 Mbps download / 20 Mbps upload	Up To 500 Mbps download / 20 Mbps upload	Up To 1000 Mbps download / 50 Mbps upload
<b>Wireless Connectivity</b>	Speeds may vary according to a variety of network and environmental factors. Use is limited to backup use only. Usage as primary connectivity is considered a contractual violation.				
<b>Provisioned IP's</b>			1 dynamic	1 dynamic	1 dynamic
<b>Included Features</b>			Enhanced Security Monitoring Portal Wireless LTE Backup Business Wi-Fi	Enhanced Security Monitoring Portal Wireless LTE Backup Business Wi-Fi	Enhanced Security Monitoring Portal Wireless LTE Backup Business Wi-Fi
<b>Optional Features</b>			Advantage Security	Advantage Security	Advantage Security

## Rogers Internet Services

The following terms pertain specifically to Rogers Internet Services supplied by Rogers to you. Rogers Internet Services offer scalable, high-speed Internet connectivity solutions for Canadian businesses and support Internet connectivity with speeds ranging up to 10,000Mbps. Rogers Dedicated Internet Services are available across Canada, servicing your location(s) with highly reliable Ethernet Internet access. Rogers Internet Services have the following features:

1. **Definitions. The following definitions are used in these terms. Any capitalized terms not defined below are defined in the Agreement.**

- 1.1. **"Acceptable Downtime"** — In calculating whether or not Rogers has met the commitments in any specific month lack of availability owing to downtime for any of the reasons set out below will not be factored into the SLA calculations:
- i) Your delays including, but not limited to: (a) acts or omissions by you, your agents or vendors; (b) inaccurate, incomplete or changes to previously accepted orders; (c) unavailable and/or faulty Customer premises, unavailable and/or faulty Customer premise equipment (CPE) and/or facilities necessary to install the Services; or, (d) extension of access circuit demarcation point by you without Rogers approval;
  - ii) during an event of Force Majeure, as described in the Agreement;
  - iii) Your failure to materially comply with your obligations as defined in the Agreement, including failure to pay valid past-due amounts; order suspensions due to your credit worthiness;
  - iv) during Scheduled Maintenance;
  - v) troubles resolved as "No Trouble Found";
  - vi) outages of less than 60 seconds in duration;
  - vii) performance degradation caused by the over-subscription of a fibre-served access port;
  - viii) time attributed to your delay in responding to Rogers requests for assistance to repair an outage;
  - ix) the failure of any your owned and maintained equipment on your premise, beyond the local telephone companies' demarcation device or smart-jack;
  - x) hardware, operating system, and application failures or security breaches on LAN components, WAN components, servers, or workstations that were not configured by Rogers;
  - xi) failures or security breaches caused by improper use, improper care, or damage to devices by your employees or a third party;
  - xii) failures or security breaches caused by the movement of hardware by your or a third party, electrical and power irregularities, or abnormal use;
  - xiii) failures or security breaches, where a device's configuration, IOS/Software, or hardware has been modified by your or a third party;
  - xiv) failures or security breaches caused by undocumented hardware, IOS/Software, or other manufacturer deficiency; or
  - xv) failures or security breaches caused by hardware, IOS/Software, or other deficiencies, that were documented by the manufacturer following the implementation of the service by Rogers.
- 1.2. **"Access Availability"** — means the percentage of time in a given month that your specific access was available to pass traffic. Access Availability metrics are measured solely against Out of Service conditions on access elements. Access encompasses all elements from (and including) the PE router to the designated Rogers or third party provider demarc on your Site. CPEs are not designated to be part of the access. Access Availability metrics are based solely on Out of Service statistics collected by the Rogers Trouble Reporting System (TRS).

Access Availability is calculated as follows:

Total amount of time in a specific calendar month (in minutes), minus the total amount of validated Out of Service time (in minutes) during the specific month as measured by Rogers and Rogers trouble tickets (not including maintenance and planned outages), divided by the total amount of time in a specific calendar month (in minutes), and multiplied by hundred (100) (for the percentage).

- 1.3. “Business Day” — means Monday to Friday inclusive, excluding statutory holidays observed in the Province of Ontario.
- 1.4. “Business Hours” — means 8:00am to 5:00pm local time on a Business Day.
- 1.5. “Canadian Site” — A Site within the borders of Canada.
- 1.6. “Core Network” — means the Rogers core IP network. This includes all network infrastructure between and including the Provider Edge (PE) routers.
- 1.7. “Core Network Measurements” — Each Network Node has an associated source probe that sends test packets to destination probes associated with each PE router, for the purpose of measuring Core Network metrics. One-way test packets are sent across the network from source probes to destination probes at randomized fifteen (15) minute intervals (i.e., a total of four (4) measurements per hour, per source-destination probe pair). Network delay, packet loss, and jitter metrics are derived from the accumulated test packets sent during a specific calendar month.
- 1.8. “CPE” — means Customer Premise Equipment. CPEs are routers or switches deployed at your Site to provide connectivity to Rogers Internet Services. CPEs represent the edge of your Site's local area network and are not part of the Rogers Internet Services local access or network.
- 1.9. “International Site” — A Site outside of the borders of Canada.
- 1.10. “Mean Time to Repair (MTTR)” — means the average length of time it took to repair your particular access during a specific month. MTTR metrics are measured solely against Out of Service conditions on access elements. Access encompasses all elements from (and including) the PE router to the designated Telco demarc on your Site. CPEs are not designated to be part of the access. MTTR metrics are based solely on Out of Service statistics collected by the Rogers Trouble Reporting System (TRS).

MTTR is calculated as follows:

Total amount of validated Out of Service time (in minutes) during a specific calendar month as measured by Rogers and Rogers trouble tickets (not including maintenance and planned outages), divided by the total number of outage incidents on your particular access during a specific calendar month, and divided by sixty (60) (for hours).

- 1.11. “Network Availability” — means the percentage of time during a specific calendar month, that the Core Rogers Network was available to pass traffic. Network Availability is based on ticket information from the Rogers Trouble Reporting System:

Rogers continuously monitors each Network Node for availability. If an Out of Service condition is detected on a specific Network Node, the Core Network will be deemed to be unavailable for the length of the outage. Network Availability is calculated as the total number of minutes that the Core Network was unavailable during a specific month, divided by the total number of minutes in the specific month, multiplied by hundred (100) (for the percentage).

- 1.12. “Network Node” — means the primary nodes on the Core IP Network with dual redundant P routers.
- 1.13. “No Trouble Found” — means you report a problem that cannot be duplicated by Rogers, after reasonable efforts to do so. For example, you report an Out of Service condition, but Rogers sees its service up and active with no evidence of a recent outage.
- 1.14. “Out of Service” — When your specific access is unable to transmit or receive data, an “Out of Service” condition will be recorded for your specific access in the Rogers Trouble Reporting System. Out of Service conditions can either be declared automatically by the Rogers Managed Network Service monitoring system, or manually by a Rogers technician. If you do not subscribe to Rogers Managed Network Service monitoring, you will assume responsibility for notifying Rogers of any outages. Following your notification, a Rogers technician will validate the outage and will manually declare an Out of Service condition in the Rogers Trouble Reporting System.
- 1.15. “Scheduled Maintenance” — Scheduled Maintenance means any maintenance activities performed on the Rogers network to which your facilities are connected provided that you shall be given at least ten (10) days' advance notice of such maintenance activities. Such activities are typically performed during the standard maintenance window on Mondays to Fridays, 00:01 and 6:00 am local time.

- 1.16. “**Site**” — means a geographic location where one or more of your Services is delivered.
- 1.17. “**95th Percentile Billing Method**” — Rogers polls your Rogers Internet Services approximately every five (5) minutes and collects two data points, transmitted data and received data. This data is collected throughout your billing cycle. The higher of either the transmitted or received data for a particular billing cycle is sorted from highest to lowest and the top five percent of samples are discarded. The highest remaining sample (ie. 95th percentile sample) is taken as the sustained rate (rounded to two decimal places) and this number minus the original contracted commitment is used to determine the overage amount, if any. If you do not burst over the minimum committed rate, there are no additional usage charges.

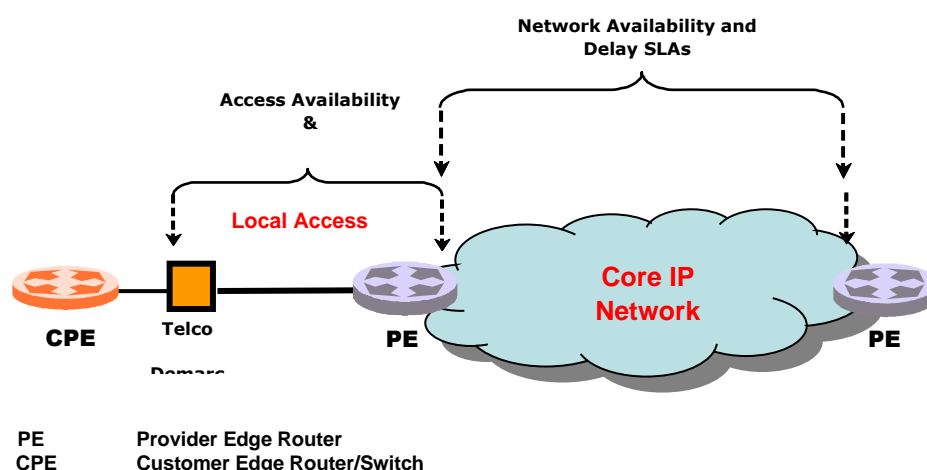
2. **Description.** These terms pertain specifically to three formats of Rogers Internet Services supplied by Rogers to you: Volume Internet, Burstable Internet and Dedicated Internet. Rogers Internet Services offer scalable, high-speed Internet connectivity solutions for Canadian businesses and supports Internet connectivity with speeds ranging up to 10,000Mbps. Rogers Internet Services are available across Canada, servicing your Sites with highly reliable Ethernet Internet access. Rogers Internet Services have the following features:

- 2.1. **Service Reliability and Performance.** Rogers Internet Services provide you with reliable, high performance Internet connectivity. The Services are:
- i) built on Rogers’ Tier I, high availability IP network, with over 100 major POPs nationwide, or on the IP network of one of Rogers’ Tier I carrier peers;
  - ii) supported on the Rogers’ network by responsive and knowledgeable network professionals, with a Business Customer Care support centre available 7x24, 365 days a year; and
  - iii) backed by industry-leading service availability and MTTR (mean time to repair) Service Level Agreements (SLAs).

The network architecture overview of Rogers Internet Services is set out in Diagram 1, below.

- 2.2. **Network Access.** Rogers Internet Services are highly scalable, with incremental bandwidth speeds up to 10,000Mbps. Rogers Internet Services support a variety of network access technologies, including:
- i) Ethernet Access (ET1 (single or bonded), E10, E100, GigE and 10GigE);
  - ii) Ethernet over Cable (various speeds); and
  - iii) DSL Access.

**Figure 1 – Architecture Overview**



2.3. **Rogers Internet Services Formats.** Rogers Internet Services are offered in three formats: Volume Internet, Burstable Internet and Dedicated Internet.

2.3.1. **Volume Internet Services.** Volume Internet Services allow you to contract for a defined bandwidth allowance package measured in GB or TB, specifying the total amount of data that can be transferred



during a billing cycle without paying overage charges (calculated by adding the transmitted and received data for each billing cycle). If the total amount of transferred data exceeds the bandwidth allowance package contracted for by you, then overage charges will apply. Overage is calculated in increments of 10GB with any usage exceeding .5GB rounded up to the next 10GB increment. Volume Internet Services also include a contracted minimum port speed.

**2.3.2. Volume Internet Services Features.**

- i) Interconnected with 200+ unique IP networks.
- ii) Geographic backbone redundancy with millions of directly connected subscribers.
- iii) Service speeds ranging from 1.5Mbps up to 100 Mbps.

**2.4. Burstable Internet Services.** Burstable Internet Services provides you with the ability to select a minimum committed bandwidth rate with a maximum burstable bandwidth threshold. You subscribe to a flat rate per month for the Services used up to the committed bandwidth rate. Overage is calculated in Mbps using the 95<sup>th</sup> Percentile Billing Methodology. The minimum commitment charge is billed in advance, while the overage charge, when applicable, is charged in arrears on the next billing cycle.

**2.4.1. Burstable Internet Features.**

- i) Interconnected with 200+ unique IP networks.
- ii) Geographic backbone redundancy with millions of directly connected subscribers.
- iii) Service speeds of ranging from 2Mbps to 10,000Mbps.
- iv) Provides you with the capability to use extra bandwidth in times of need or for special events.

**2.5. Dedicated Internet Services.** Dedicated Internet Services provides you with the ability to sustain bandwidth up to the committed bandwidth rate throughout the month, without incurring additional usage-based overage charges. The committed bandwidth rate can be set up to the maximum port speed of the Rogers Internet Services.

**2.5.1. Dedicated Internet Features.**

- i) Interconnected with 200+ unique IP networks.
- ii) Geographic backbone redundancy with millions of directly connected subscribers.
- iii) Service speeds ranging from 1.5Mbps to 10,000Mbps.

**3. Managed Network Services.** You should note that the following Managed Network Services (MNS) are only available for Canadian Sites. Managed Network Services are available to you as optional, and where selected by you, the applicable additional charges for such optional Managed Network Services will be set out in your Service Proposal.

There are two optional MNS feature packages available:

**3.1. MNS Proactive Monitoring:** Offers you a basic site monitoring package. Rogers will monitor the site availability status and provide CE performance monitoring for your identified device, and have an alert message sent to your identified contact in the event of a Services-affecting outage or if a device threshold is exceeded. The MNS Proactive Monitoring feature allows you to outsource the monitoring of Rogers Internet Services, while maintaining control over its operation, security, and management.

**3.1.1. CE Router Design, Configuration, and Implementation.**

- i) Rogers will design the CE router configuration. The CE router design will be consistent with the overall network design and may include some or all of the following elements:
  - a) Hardware configuration including necessary parts and modules.
  - b) IOS/Software versions.
  - c) Network access, routing, and IP addressing schemes.
  - d) Security parameters and policies.
  - e) Design testing.
- ii) Rogers will configure the CE router, ship the CE router to your Site, and turn-up the CE router as part of the scheduled implementation.
  - a) Lead times for implementation at your particular Site are dependent on Site location, hardware availability, and network access type. The Rogers sales team will provide you with an implementation plan at the beginning of a project, upon request.

- b) Certain pieces of hardware may be subject to manufacturing limitations or supply shortages. Where there are unforeseen limitations or shortages on hardware supplied by Rogers, and where it is financially viable, Rogers will make reasonable efforts to source the hardware from alternative suppliers. Rogers will notify you of changes to the Implementation Plan.
- c) Project change requests must be approved by you and Rogers and will be documented in a revised Implementation Plan. All change requests must be submitted in writing to the Rogers sales team.

3.1.2. **Monitoring and Notification.** Rogers will monitor a designated CE router interface to detect out-of-service conditions. The Service Level Agreement associated with such monitoring and notification is set out in Part IV below.

3.2. **MNS Full Management (includes Change Management):**

- i) **Full Management** allows you to fully outsource the day-to-day management of its Rogers Internet Services to Rogers. Rogers' MNS Full Management package combines features of MNS Proactive Monitoring (as described above) along with full Fault Management and Change Management (described below).

3.2.1. **Fault Management.** With your purchase of Full Management, Rogers will also provide comprehensive end-to-end Fault Management. This includes:

- i) Complete end-to-end problem isolation, problem identification, and problem resolution on either primary or back up service;
- ii) Proactive isolation and repair of Services supplied by Rogers;
- iii) Centralized coordination and management of service repairs, including dispatch of on-site technicians, trouble-ticket tracking, your proactive notification and status reporting;
- iv) Centralized coordination and management of hardware repairs (only available to you if you have purchased hardware maintenance through Rogers and has a valid hardware vendor maintenance contracts). Restoral timelines are dependent on the hardware vendor maintenance contract terms;
- v) Restoration of CE configurations following network, access, and hardware repairs;
- vi) Restoration of Services following network, access, and hardware repairs

3.2.1.1. **Fault Isolation.** Rogers will employ the following procedure when isolating faults. Each step will be completed fully before proceeding to the subsequent steps.

- i) Analyze and isolate faults on Rogers' network components.
- ii) Analyze and isolate faults on network components supplied by other ILECs and CLECs.
- iii) Analyze and isolate faults on network accesses supplied by other ILECs and CLECs.

Fault Management of your CE router is contingent upon the following conditions:

- i) Rogers must configure, or approve the configuration of, the CE router.
- ii) Rogers will password-protect all CE router configurations. Only Rogers will have access to the CE router to implement configuration changes.

3.2.2. **Change Management.** Rogers will manage the design and implementation of network configuration changes, and the application of IOS/Software upgrades and patches on the CE router.

Change Management includes complete management of network configuration changes, as requested by you or required by the CE equipment manufacturer. Rogers Change Management feature provides management of CE configuration changes, CE IOS/Software upgrades. Managed CEs include firewalls, switches, routers, or multi-purpose CEs. With Change Management, Rogers will respond to any of your change requests within one (1) business day, at which time Rogers and you will review the change request and schedule a maintenance window for the applicable configuration change. Change Management is only available for devices that are covered by Rogers Full Management feature package. Rogers Change Management provides unlimited single changes (subject to Rogers' reasonable requirements).

When requiring Change Management, you must email your Change Management request to [e2etechs@endtoend.com](mailto:e2etechs@endtoend.com) and copy your Rogers sales representative.

3.3. **Hardware Maintenance.** Where hardware maintenance was purchased through Rogers, Rogers will proactively manage and coordinate the repair of on-site hardware as governed by the applicable hardware vendor maintenance contract.

- i) MTTRs for hardware that require technician dispatch are subject to geographical restrictions and the terms and conditions of the hardware vendor maintenance contract.
- ii) You will be responsible for providing building access to on-site technicians for hardware repairs.
- iii) You may be asked by Rogers to provide basic technical information prior to the release of any on-site technicians. Basic technical information may include visual inspections of CE routers to ascertain light indicator status, physical cable connectivity, switch positions, and power availability.

#### 4. **Terms and Conditions.**

- 4.1. **Termination Fees.** If you terminate the Rogers Internet Services for any reason other than as permitted under the Agreement, or if Rogers terminates the Rogers Internet 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:
- i) fifty percent (50%) of the average monthly charges for the terminated Service(s) (as determined over the previous three months) multiplied by the number of months remaining in the Service Term from the effective date of termination;
  - ii) any cost which Rogers must continue to pay to third parties for the remainder of the applicable Service Term as a result of the early termination of the applicable Services that exceeds the amount set out in (i) above, and
  - iii) a lump sum representing the amortized remainder of any waived or discounted installation or one-time charges associated with the terminated Service(s) in consideration of your commitment to the Service Term for such Services.

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

- 4.2. **Invoicing.** Monthly recurring charges for Rogers Internet Services are invoiced monthly, in advance on the first of each month, with overage charges invoiced monthly in arrears. Charges for Rogers Internet Services will commence as of the Service Effective Date. In the first month the charges will be prorated for the number of days in the month after the Service Effective Date. Rogers will, by way of invoice or otherwise, notify you of the Service Effective Date. Service level credits will be applied to your invoice within two billing cycles after Rogers' approval of your request.
- 4.3. **Additional Work.** Work requested by you and performed by Rogers or its sub-contractors that is outside the scope of these Terms will be billed to you at Rogers' then current time and material rates as agreed with you. Work requested and performed outside of Rogers' Business Hours will be subject to an additional charge, to be quoted upon request.
- 4.4. **Transition of Access.** Any access facility to the Services that are subcontracted by Rogers to a third party may, at any time, be replaced by a Rogers-provided access facility. In such case, in order to facilitate the transition and avoid service disruption to the greatest extent possible, you must reasonably cooperate with Rogers, which includes allowing Rogers' access to your premises and facilities as per Rogers' schedule for the performance of Rogers' transition activities.
- 4.5. **Relocation of Services.** If you choose to move during the Initial Service Term, and as a result would require that some or all of the Services be provided to a new location, Rogers will review the serviceability of the new location. Where Rogers can provide equivalent Services to the new location with no additional capital expenditure, Rogers will permit you to migrate your existing Services to the new location without payment of a Termination Fee and without extending the Service Term. Where Rogers can provide equivalent Services to the new location with additional capital expenditure, Rogers will propose alternatives to you, which may include you paying for such additional capital expenditures, or the extension of the Service Term for the Services. Where Rogers cannot provide equivalent Services to the new location, you may terminate the impacted Services and will be responsible for paying to Rogers, as liquidated damages and not as penalty, the amortized amounts of any waived or discounted upfront charges for the terminated Services.
- 4.6. **Configuration and Installation Warranty.**

- i) Where Rogers configured and installed the CE, Rogers warrants that it will correct operational, performance, or security deficiencies related to the CE's configuration or installation, free of charge, for a period of sixty (60) days following the Service Effective Date. If Rogers is providing fault management services for the CE as part of the Rogers Internet Services, Rogers warrants that it will correct operational, performance, or security deficiencies related to the CE's configuration or installation, free of charge, for the duration of the Service Term of such fault management services.
- ii) This warranty only extends to the original CE configuration and installations provided by Rogers or its sub-contractor(s), or revised CE configuration and installations that have been completed as part of Rogers change management.
- iii) This warranty does not apply, and Rogers cannot be held liable for losses or damage incurred by you, as a result of Acceptable Downtime, in addition to the following:
  - a) Hardware, operating system, and application failures or security breaches on LAN components, WAN components, servers or workstations that are not managed by Rogers;
  - b) Failures or security breaches caused by the improper installation of CE not installed by Rogers or its Contractor; and
  - c) Failure by you to apply required security patches, fixes or upgrades when indicated by Rogers.
- iv) Rogers and its Contractors shall not be liable for loss of, or loss of use of, your information or data, or any part thereof. Any liability arising under these terms shall be subject to the Liability provision in the Agreement.

4.7. **Hardware.** All hardware purchased from Rogers is covered by the hardware manufacturer's original warranty. Upon request, the Rogers sales team will provide you with up-to-date warranty information for the hardware. The risk of loss or damage to any materials or hardware shall pass to you upon receipt at your premises (provided such materials or hardware are delivered free from damage, and in compliance with all specifications), notwithstanding that title to all materials and hardware purchased outright shall pass to you only upon final payment, where applicable.

4.8. **Hardware Maintenance.** Where applicable, fees for hardware maintenance are charged annually and payable at the time of Services activation and each annual anniversary thereafter. Such maintenance Services, unless terminated by you in writing at least sixty (60) days prior to the annual anniversary of the Service Term, shall be automatically renewed on an annual basis until expiration of the Service Term for the associated Services. Where hardware maintenance Services are provided by the hardware manufacturer or another third party, certain additional terms and conditions may apply.

4.9. **Enterprise Web Portal Reporting.** The Rogers Enterprise Web Portal (EWP) provides a fast and convenient way to provide you with traffic summary reports via web site access. You can display your usage in graphical format or download the data in CSV format. The reports are available on a daily, weekly, and monthly basis. The daily report displays inbound and outbound traffic in five (5) minute intervals. The EWP database is backed-up at regular intervals however, in the event the EWP database must be restored from back-up, information collected by the EWP database after the time of the most recent back-up may be lost. Rogers makes no representations or warranties regarding the availability or functionality of the EWP, which is provided on an as-is basis to you.

4.10. **eBilling Portal.** Rogers provides you with a fast and convenient way to access your invoices and account information through a new tab on the Rogers Enterprise Web Portal. eBilling supports Rogers' commitment to reduce the environmental impact of its billing methods. The eBilling Portal provides you with the ability to view current and historical invoices, review current and historical payments, and run custom billing reports. All data stored on the eBilling Portal related to actual charges billed to you will be retained for a minimum period of seven (7) years. In the event of a discrepancy between the data on your invoice and the eBilling Portal, the data on your invoice will govern.

## 5. **Service Level Agreement ("SLA").**

5.1. **Policy.** If you experience performance of the Rogers Internet Services that does not meet the applicable metrics set out in this SLA, then Rogers will issue you a Service Credit. All defined terms are set out in section 1 of these terms or in the Agreement.

5.2. **Access Availability and MTTR Commitments.** Access Availability and MTTR commitments are included with all formats of Rogers Internet Services.

### 5.3. **Access Availability Commitment.**

5.3.1. **Access Availability Commitment.** Rogers will provide you with an Access Availability performance commitment from the network access that connects your Site to the IP network. Network access encompasses all elements from, and including, the PE router to the designated Rogers or third party demarc on your Site. Customer Premise Equipment (CPE) is not considered as part of the network access. Access Availability commitments are determined by the type of access into your particular Site.

5.3.2. **Access Availability Credit.** If Rogers has failed to meet the applicable Access Availability commitment for a particular Site in any given billing month, you must contact your Rogers sales representative and apply for credit within fifteen (15) Business Days starting from the fifteenth (15<sup>th</sup>) day of the following billing month. Upon confirmation by Rogers that the Access Availability commitment was not met, Rogers will issue a Service Credit to you. The Service Credit will equal the applicable amount from Table 1 for the monthly recurring charges for the affected accesses in the applicable month.

**Table 1: Committed Access Availability by Access Type**

Canadian Sites		
Access Type	Monthly Access Availability	Service Credit
Ethernet Access (E10, E100 and E1000, E10000)	> 99.9%	10% of the monthly recurring Rogers Internet Services access charges for your specific Site.
Ethernet Access (E-T1 and bonded E-T1)	> 99.7%	10% of the monthly recurring Rogers Internet Services access charges for your specific Site.
Ethernet over Cable Access	> 99.5%	10% of the monthly recurring Rogers Internet Services access charges for your specific Site.
DSL Access	n/a	n/a

### 5.4. **Mean Time to Repair (MTTR) Commitment.**

5.4.1. **MTTR Commitment.** Rogers will provide you with a Mean Time to Repair (MTTR) performance credit when the network access that connects your Site to the IP network is Out of Service. Network access encompasses all elements from, and including, the PE router to the designated Rogers or third party demarc on your Site. Customer Premise Equipment (CPE) is not considered as part of the network access. MTTR commitments are based on the location of and the access type deployed on your Site. MTTR commitments only apply to your locations that are within fifty (50) km or thirty (30) miles of a Rogers' network point-of-presence (POP).

5.4.2. **MTTR Credit.** If Rogers has failed to meet the applicable MTTR Commitment for a particular Site in any given billing month, you must contact your Rogers sales representative and apply for credit within fifteen (15) Business Days starting from the fifteenth (15<sup>th</sup>) day of the following billing month. Upon confirmation by Rogers that the MTTR commitment was not met, Rogers will issue a credit to you. The credit will equal the applicable amount from Table 2 for the monthly recurring charges for the affected accesses in the applicable month.

**Table 2: Committed Mean Time to Repair by Access Type**

Canadian Sites		
Access Type	Monthly MTTR	Service Credit



Ethernet Access (E10, E100 and E1000, E10000)	< 4 h	10% of the monthly recurring Rogers Internet Service charges for your specific Site.
Ethernet Access (E-T1 and bonded E-T1)	< 4 h	10% of the monthly recurring Rogers Internet Service charges for your specific Site.
Ethernet over Cable Access	< 48 h	10% of the monthly recurring Rogers Internet Service charges for your specific Site.
DSL Access	<48 h	10% of the monthly recurring Rogers Internet Service charges for your specific Site.

5.5. **Network Performance Commitment.** Network Performance commitment is an SLA that validates the reliability of the Rogers Core Network. The Network Availability SLA is included with all formats of Rogers Internet Services.

5.6. **Network Availability.**

- i) **Network Availability Commitment.** If Network Availability does not meet or exceed the applicable percentage set out in Table 3 in a given month for reasons other than Acceptable Downtime, then Rogers will provide a service credit to you.
- ii) **Network Availability Credit.** If you believe that Rogers has failed to meet the committed Network Availability percentage set out in Table 3 in a given month, you must contact your Rogers sales representative and apply for credit within fifteen (15) business days of the Network Availability metrics being posted for the specific month. Upon Rogers' verification that the actual Network Availability in the specific month was less than the committed Network Availability for reasons other than Acceptable Downtime, Rogers will issue a Service Credit as specified in Table 3.

**Table 3: Network Performance Commitment**

Committed Network Availability	Service Credit
Greater than or equal to 99.999%	10% of the monthly recurring Rogers Internet Services charges for your affected Site(s).

5.7. **Managed Network Service (MNS) SLA.** Rogers' Managed Network Services includes an SLA for monitoring and notification. If you subscribe to Rogers' monitoring and notification as part of your Rogers Internet Services, it will be eligible for the Monitoring and Notification SLA set out below. You should note that the following Managed Network Services are only available for Canadian Sites. For the availability of Managed Network Services for International Sites, you should contact your Rogers account representative.

5.8. **Managed Network Services Monitoring and Notification SLA.**

- i) The designated interface will be polled at five (5) minute intervals. If the designated interface fails to respond, the CE router will be polled again in two (2) minutes. If the CE router does not respond to the second poll, an Out of Service condition will be declared.
- ii) Rogers commits to notify you within fifteen (15) minutes of the initial detection of an Out of Service condition, via automated email to your designated contacts. Your additional notifications via telephone will be made by Rogers within thirty (30) minutes of the initial detection of an Out of Service condition. This commitment is contingent upon you maintaining up-to-date contact information with your Rogers account team.
- iii) If Rogers fails to send you a notification to your current provided email address within fifteen (15) minutes of the initial detection of an Out of Service condition for reasons other than Acceptable Downtime, you will be entitled to a Service Credit. If you believe that Rogers has failed to meet its Proactive Outage Notification commitment for reasons other than Acceptable Downtime, you must contact your Rogers sales representative and apply for credit within fifteen (15) business days starting from the fifteenth (15<sup>th</sup>) day of the following billing month. Upon Rogers verification that it took longer than fifteen (15) minutes to notify the then your current provided email address for reasons other than Acceptable Downtime, Rogers will issue a Service Credit to you equal to ten (10%) percent of the monthly recurring charge for Rogers Internet Services for your affected Site(s).



## Managed Firewall Services

The following terms pertain specifically to Managed Firewall Services supplied by Rogers to you.

1. **Definitions.** The following definitions are used in these terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.
  - 1.1 **Business Day** - means Monday to Friday inclusive, excluding statutory holidays observed in the Province of Ontario.
  - 1.2 **CE** – means your (Customer) Equipment as defined in the Agreement.
  - 1.3 **Change Management Process** – means the change management process established in Subsection 4.7 hereof.
  - 1.4 **IP** – means Internet Protocol.
  - 1.5 **IT** – means Information Technology.
  - 1.6 **MFS** – means Managed Firewall Services.
  - 1.7 **MTTR** – means Mean Time to Repair.
  - 1.8 **Out of Service.** When your specific access is unable to transmit or receive data, an “Out of Service” condition will be recorded for your specific access in the Rogers Trouble Reporting System. Out of Service conditions can either be declared automatically by the Rogers Managed Network Service monitoring system, or manually by a Rogers’ technician.
  - 1.9 **UTM** – means Unified Threat Management.
2. **Product Description.** This Product description pertains specifically to MFS supplied by Rogers to you. Managed Firewall is a turn-key firewall solution in conjunction with Rogers Internet Services with 24x7 firewall monitoring, including availability, concurrent connections, memory usage, device health, and SNMP MIBII variables.

There are two (2) MFS packages available:

- 2.1 **MFS Full Management - Managed Firewall** (includes Change Management Process):  
Allows you to fully outsource the day-to-day management of its Rogers Internet Services to Rogers. Rogers’ MFS Full Management – Managed Firewall package combines monitoring and alerting, robust reporting, secure asset management features along with full Fault Management and a managed firewall.
- 2.2 **MFS Full Management - Managed Firewall Plus UTM** (includes Change Management Process):  
Allows you to fully outsource the day-to-day management of its Rogers Internet Services to Rogers. Rogers’ MFS Full Management – Managed Firewall Plus UTM package combines monitoring and alerting, robust reporting, secure asset management features along with full Fault Management and a managed firewall with additional UTM features (Web Filtering, Malware, Intrusion Prevention and Application Control).

### 3. **Deployment**

Hardware Deployment Services details all the activities which facilitate the deployment and management of the MFS.

#### 3.1 **CE Firewall Design, Configuration, and Implementation**

- 3.1.1 Rogers will design the CE firewall configuration. The CE firewall design will be consistent with the overall network design and may include some or all of the following elements:
  - Hardware staging including necessary parts and modules.
  - OS/Software version updates to align with Rogers deployment standards.
  - Network access, routing, and IP addressing schemes (You are responsible for providing Rogers with current network topology as required for deployment and integration purposes).
  - Firewall parameters and policies.

- Set-up of CE firewalls on the Rogers IP Portal.
- Set-Up of CE firewall Maintenance Window notification (You are responsible for providing Rogers with a valid distribution email address).
- For UTM solutions:
  - Rogers will set-up MFS Report distribution (Your are responsible for providing Rogers with a valid distribution email address).
  - Rogers will apply the Web Filtering, Malware, Intrusion Prevention and Application Control profiles based on Rogers' defined branch and data center deployment standards.
  - Upon your request, Rogers will set-up on-going alerting for blocking events based on Rogers' deployment standards (You are responsible for providing Rogers with a valid distribution email address).

**3.1.2** Rogers will ship the pre-configured CE firewall to your Site, and remotely turn-up the CE firewall as part of the scheduled implementation.

- Lead times for implementation at a particular Site are dependent on Site location, Hardware availability, and access type.
- Certain pieces of Hardware may be subject to manufacturing limitations or supply shortages. Where there are unforeseen limitations or shortages on Hardware supplied by Rogers, and where it is financially viable, Rogers will make reasonable efforts to source the Hardware from alternative suppliers. Rogers will notify you of changes.
- Project change requests must be approved by Rogers and you and will be documented. All change requests must be submitted in writing to the Rogers sales team.
- Deployment testing during turn-up (You are responsible for connectivity and performance testing).

#### **4. Deliverables**

The features of the MFS Rogers' Full Management feature package are as follows:

##### **4.1 Monitoring and Notification**

**4.1.1** Rogers will monitor a designated CE firewall to detect Out of Service conditions.

- The designated CE firewall will be polled at one (1) minute intervals. If the designated CE firewall fails to respond, the CE firewall will be polled again in one (1) minute. For fibre accesses if the CE firewall does not respond to the fifth (5<sup>th</sup>) poll, an Out of Service condition will be declared.
- For non-fibre accesses, an Out of Service condition will be declared after twenty-five (25) missed polls.

**4.1.2** Rogers commits to notify you via email within fifteen (15) minutes of the initial detection of an Out of Service condition. This commitment is contingent upon you maintaining up-to-date contact information with its Rogers account team.

**4.1.3** If Rogers fails to send you a notification to your current provided email address within fifteen (15) minutes of the initial detection of an Out of Service condition, you will be entitled to a Service Credit.

##### **4.2 Fault Management**

Rogers will provide comprehensive Fault Management Services. These include:

**4.2.1** Problem isolation, identification, and resolution on either primary or back up service.

**4.2.2** Repair and restoral of Services supplied by Rogers.

**4.2.3** Centralized coordination and management of service repairs, including dispatch of on-site technicians (as procured), trouble-ticket tracking, proactive notification and status reporting.

**4.2.4** Centralized coordination and management of hardware repairs (only available to you if you have purchased Hardware maintenance through Rogers and has a valid Hardware vendor maintenance contracts). Restoral timelines are dependent on the Hardware vendor maintenance coverage and contract terms.

**4.2.5** Restoration of CE firewall configuration following Network, access, and/or Hardware repairs. To ensure the integrity of the CE firewall configuration for restoration purposes, Rogers will assume responsibility for the configuration of the your CE firewall. Fault Management of your CE firewall is contingent upon the following conditions:

- Rogers must configure and approve the configuration of the CE firewall.

- Rogers will password-protect all CE firewall configurations. Only Rogers will have access to the CE firewall to implement configuration changes.

Rogers shall have the right to unilaterally suspend or cancel Fault Management on managed CE firewalls where the managed CE firewall experiences outages or requires maintenance due to any of the following situations, which you refuse to correct:

- i. Documented IOS/Software bugs, defects, or vulnerabilities;
- ii. Damaged or faulty Hardware, or;
- iii. Your other systems, equipment, or applications.

### **4.3 OS/Software Patches**

Where Hardware Maintenance Service was purchased through Rogers, Rogers will proactively manage and coordinate the repair of malfunctioning Hardware. This may include the dispatch of on-site technicians, as procured, and where included in the Hardware vendor maintenance contract.

**4.3.1** MTTRs for Hardware that require technician dispatch are subject to geographical restrictions and the terms and conditions of the Hardware vendor maintenance contract.

**4.3.2** You will be responsible for providing building access and device access to on-site technicians for Hardware repairs.

**4.3.3** You may be asked by Rogers to provide basic technical information prior to the release of any on-site technicians. Basic technical information may include visual inspections of CE devices to ascertain light indicator status, physical cable connectivity, switch positions, and power availability.

**4.3.4** Where supported by the CE firewall device, device configurations are captured automatically daily. Rogers will restore the latest configuration on the CE firewall device in an Out of Service situation, as required.

- Where you have not purchased Hardware Maintenance Service for the CE firewall from Rogers, you will be responsible for managing and coordinating the repair of Hardware. Restoration of the CE firewall will be subject to review and, where restoral from saved configurations cannot be utilized, the CE firewall configuration and restoration will be considered billable and subject to Change Management Process.

### **4.4 Hardware Maintenance/Configuration Restoration**

**4.4.1** Where a valid vendor warranty contract was purchased through Rogers, automated OS/Software firewall patches are included via the Maintenance Windows. OS/Software firewall patches are subject to Rogers' best practice and standards.

- Rogers will inform you of the Maintenance Window at a minimum of two (2) weeks prior via your distribution email address. It is your responsibility to ensure the distribution email address is accurate and to inform Rogers of any changes to the distribution email address.
- It is your responsibility to perform testing upon completion of OS/Software firewall patches and inform Rogers of any network performance issues within one (1) week of completion of the firewall patch.
- Any of your OS/Software firewall patch requests outside of the Maintenance Window(s) can be performed on a billable basis under Change Management Process.

### **4.5 Rogers IP Portal**

You will have access to a network management portal referred to in these terms as the Rogers "**IP Portal**". This will provide you visibility into its MFS and allow to run reports.

Highlights include:

- i. Powerful self-service tool, providing visibility into your network health.
- ii. You can run critical real-time reports; view a live network map, set admin rights, etc.
- iii. Secure environment.

Upon turn-up of Rogers MFS services, You will be emailed its IP Portal credentials and login details via a welcome email (You are responsible for providing a valid email address).

### **4.6 UTM Services (where applicable)**

Managed Firewall Plus UTM service, the following is included in the service:

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- 4.6.1** A monthly MFS report will be emailed to your IT management. MFS reporting data will be retained for ninety (90) days. You are responsible for maintaining the IT management distribution email address and for informing Rogers if there has been any change to the distribution email address.
- Any investigation, analysis, and/or forensics of risk, utilization and performance of users, systems, applications and/or your managed infrastructure, based on the MFS report, is the responsibility of your IT management. Any gaps, recommendations and/or remediation to users, systems, applications and/or your managed infrastructure is the responsibility of your IT management.
- 4.6.2** Automated cloud-based signature updates & vulnerability definitions for vendor UTM databases.
- 4.6.3** Web filtering whitelist changes are included and are subject to Change Management Process. Malware, Intrusion Prevention & Application Control policies are pre-defined by Rogers' best practices and standards and cannot be modified.
- 4.6.4** Review of UTM blocking alert based on your request. Rogers will utilize the CE firewall to review the request. If it is determined that remediation of the firewall is required based on the review, changes are included and are subject to Change Management Process. Review using your non-managed network devices are not included and not available.
- 4.6.5** Changes to the existing UTM alerting settings are included and are subject to Change Management Process.

#### **4.7 Change Management Process**

The Change Management Process provides change control and management of CE firewall configuration changes, as requested by you. With Change Management Process, Rogers will acknowledge your change request within one (1) business day, at which time Rogers and you will schedule a review of the change request. During the review, a maintenance window will be scheduled for the applicable configuration change (the "**Maintenance Window**").

The Change Management Process provides unlimited single changes (subject to Rogers' reasonable requirements) for certain types of changes as itemized in the Table 1 below. For change requests that are deemed billable, a one-time billable change request service fee may apply. You will be informed at the time of request if the change is billable and its Rogers sales representative will provide you with a quotation in order to proceed with the work.

Change Management Process includes the following:

- 4.7.1** All moves/adds/changes/deletes ("**MACD**") will be scheduled for an agreed-upon date and time with you.
- 4.7.2** You must submit an email to the Rogers support team and copy its Rogers sales representative for all move/add/change/delete requests.
- 4.7.3** All MACD requests will be acknowledged and you will be contacted by Rogers within one (1) Business Day to review and schedule a Maintenance Window to perform the change.
- 4.7.4** All emergency changes will be deemed billable.
- If an emergency change is required, You must call in to Rogers within fifteen (15) minutes of submitting the written request to validate the MACD requirements.
  - Scheduled and completed within twenty-four (24) hours upon Your request.
  - Applicable to MACD's on a per incident basis at the current rate structure.
- 4.7.5** For change requests not identified in the below table, You will be advised at time of request of the change request timeframe completion requirements and applicable rate structure.
- 4.7.6** You will be responsible for any charges associated with required on-site technicians to implement moves/adds/changes.
- 4.7.7** You are responsible for testing network and/or application functionality within 48 (forty-eight) hours of completion of MACD by Rogers. If additional changes are required after this period, such changes will be subject to the Change Management Process. The following Table 1 provides examples of change requests.

**Table 1 – Examples of changes requests**

EXAMPLES OF CHANGE REQUESTS	RESPONSIBILITY OF:		BILLABLE OR INCLUDED CHANGE
	Rogers	Client	
<b>Standard change request</b>			
Addition/deletion of IP address(es) for inbound access from the Internet	X		Included
Addition/deletion of IP address(es) to access list(s)	X		Included
Opening/closing port(s)	X		Included
DHCP scope changes	X		Included
Static routing changes	X		Included
Speed and/or duplex changes	X		Included
Wireless profile & SSID changes in existing controller based networks	X		Included
Configure new user/group on Client LDAP system		X	Client Responsibility
Security analytics, investigation and risk assessment of real-time including threat event & timeline troubleshooting, analysis and remediation based on Cloud Security Reporting		X	Client Responsibility
<b>Billable change request</b>			
Remote Site re-location (Client is responsible for moving the Hardware)	X	X	Billable
Addition of new full tunnel or new half tunnel build	X		Billable
Head Office and/or Remote Site re-location (Client is responsible for moving the Hardware)	X	X	Billable
Internal/external IP addressing scheme changes and/or subnet expansion	X		Billable
Addition of new and/or modification of existing routing protocols	X		Billable
New authentication integration (i.e. LDAP, RADIUS, 2-factor)	X		Billable
IPv6 enablement	X		Billable
Client request to perform OS upgrade in order to take advantage of new available feature set(s)	X		Billable
Addition of a new Site, Product or Service(s)	X		Billable

## 5. Product Terms and Conditions

### 5.1 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:

- fifty percent (50%) of the average monthly charges for the terminated Service(s) (as determined over the previous three months) multiplied by the number of months remaining in the Initial Service Term from the effective date of termination;
- any cost which Rogers must continue to pay to third parties for the remainder of the applicable Initial Service Term as a result of the early termination of the applicable Services that exceeds the amount set out in (a) above, and
- a lump sum representing the amortized remainder of any waived or discounted installation or one-time charges associated with the terminated Service(s) in consideration of your commitment to the Initial Service Term for such Services.

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

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

## **5.2 Rates and Charges.**

**5.2.1** Customer is responsible and agrees to pay for all Fees for MFS, including the monthly recurring charges set out in any applicable Agreement, professional service charges set out in a Statement of Work and all other charges incurred in the use of the Services, regardless of who used the Services. Customer is solely responsible in the event of charges arising from fraudulent and/or unauthorized use of Customer Equipment, Rogers' Equipment or Services by a third party.

**5.2.2** The monthly recurring charges set out in the Agreement represent minimum charges. Customer is responsible for all charges for excess usage beyond the minimum monthly recurring charges as set out in the Agreement. Unless otherwise specified, there are no limits or restrictions on usage.

**5.2.3** Professional Services offered by Rogers to complete specific Customer requested work are subject to additional charges and require Customer approval of a Statement of Work. Applicable charges include, but are not limited to, travel costs, living and miscellaneous expenses. Customer will also be responsible for all costs associated with the purchase, lease and, or subscription of any Software, Hardware or related equipment required to fulfill the Statement of Work.

## **5.3 Ownership of Facilities.**

**5.3.1** The Customer will in no case be permitted to access the physical space or the surrounding facility from which the MFS are performed. You will not acquire any interest in, nor file any liens upon the Rogers Equipment, or any portion of the data center as a result of the provision by Rogers of the MFS or their termination for any reason pursuant to the Agreement.

## **5.4 Security Access and Fraud.**

**5.4.1** Rogers shall limit access to Managed Firewall Services and take reasonable security efforts to prevent unauthorized access to the Managed Firewall platform. You are solely responsible for End User access security or network access security with respect to your data.

**5.4.2** Rogers shall use best practices to reasonably assist in network security breach detection or identification. Rogers provides absolutely no guarantees in relation to its efforts to identify security breaches and is not liable for any security breach that occurs despite its efforts. Rogers' access control management policies ensure that Managed Firewall Services will utilize controls and logging in the IP Portal. Upon implementation of the order, you will identify all user management rules for the account. This will include identifying which individuals have access to account administrative, security, technical and billing rights. Changes to the access controls require the provision of your designated secure username and password. Credentials designated by you must utilize strong security traits (e.g. upper- and lower-case values, numeric and non-numeric values). You are responsible for credentials and must keep credentials secure and confidential.

**5.4.3** Rogers will track all access to your Services through the IP Portal and will ensure that they have all your necessary documented approvals prior to accessing or changing your Services.

**5.4.4** In the event of any emergency that presents a substantial risk of a service outage, or damage to Rogers Equipment or data belonging to Rogers, a third party, data center facilities, or to any persons or property present therein, Rogers shall take all reasonable measures to respond to the emergency; and only as necessary, Rogers may disable Managed Firewall Services if the emergency requires such action to avoid damage.

**5.4.5** You agree to co-operate and assist Rogers with any investigation or action taken in relation to Rogers' operations and provisioning of Services, confirmation of Your compliance with the Agreement and, or breach of the Agreement by you.

**5.4.6** You are not permitted to run security penetration tests on the Managed Firewall Services without written approval from Rogers and any such actions will be considered improper use under the Agreement. Rogers may, without liability, restrict Managed Firewall Services platform access if you perform invasive platform testing without written approval.

## **5.5 Data Privacy**

Except as otherwise set out in the Agreement regarding Rogers' right to access your information, only your authorized personnel can access your data in a readable form while it is housed on the Managed Firewall platform. Rogers' personnel will perform administrative activities on the Managed Firewall platform. Your data will be retained in Canada, at one of Rogers' secure data center locations.

## **5.6 Encryption**

Even where your data is encrypted, if Rogers is under a legal obligation to disclose your certain information, as described in the Agreement, Rogers is obligated to make the encryption keys available along with such lawfully requested data.

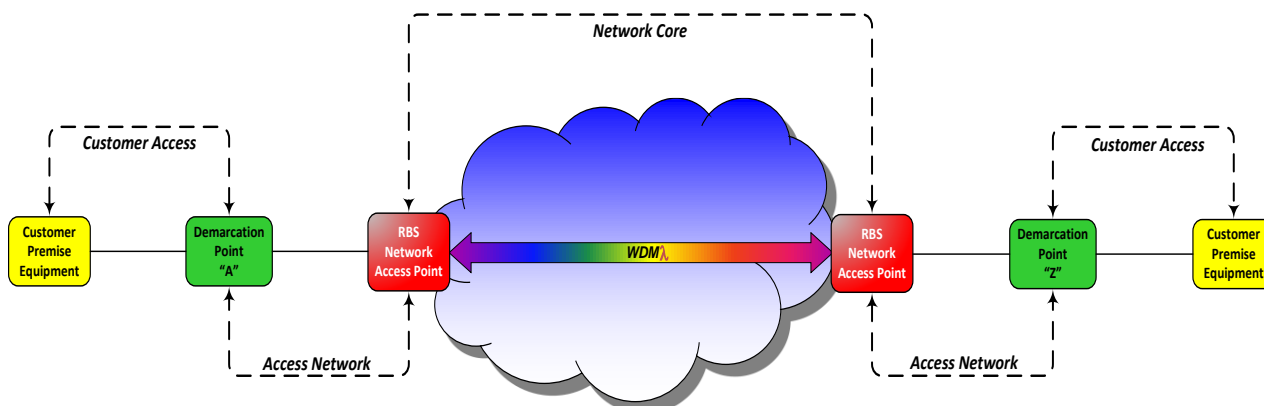
## Optical Wavelength

These terms pertain specifically to Optical Wavelength supplied by Rogers to you. Optical Wavelength is a private line service that is delivered over an optical based network using Wavelength Division Multiplexor (WDM) technology. Optical Wavelength is a dedicated two-way circuit which carries full capacity services at the subscribed bandwidth. The traffic of Optical Wavelength originates at your demarcation point “A” and terminates at your demarcation point “Z”. Diagram 1 below illustrates an overview of the Optical Wavelength Services architecture.

Optical Wavelength produces a scalable service at up to 100% line rate with low, constant and predictable latency performance. Optical Wavelength Services are only offered in a point to point configuration. However, if protection is desired, Optical Wavelength Services can be configured across two diverse routes around the Rogers’ network to ultimately achieve high survivability. The Rogers Customer Care support centre monitors each Optical Wavelength 24x7, 365 days a year. Alarming and performance monitoring on each Optical Wavelength is transparent and non-intrusive. Optical Wavelength Services have the following features:

### 1. Service Architecture

- 1.1 Service Delivery. Optical Wavelength Services are delivered over an architecture comprising of demarcation, access network, network access point and network core. Diagram 1 below illustrates the service delivery architecture. The Customer connects the signal to the demarcation point. From there, Rogers will transport the signal over the access network and connect to a Network Access Point (NAP). The signal is configured over the best available route on the Rogers Core Network, as determined by Rogers Engineering, to obtain optimal performance. The signal is then delivered to the demarcation point at the Customer’s “Z” location.



**Diagram 1 – Service Delivery Architecture**

- 1.2 Customer Premise Equipment. The Customer Premises Equipment (CPE) is network equipment physically located on the Customer premise and beyond the service demarcation point. Unless otherwise stated in the Agreement, the CPE equipment is fully owned and operated by the Customer. The CPE will enable the Customer to access the Optical Wavelength Services.
- 1.2.1 Customer Premise Requirements. The Customer must provide Rogers personnel access to the service demarcation point for the purposes of fault restoration. The Customer’s location must provide the following environmental characteristics in order to support the Optical Wavelength Services:
- Grounded and conditioned 120 V AC Power with 15 A receptacles with no static, spikes or noises
  - 48DC power (where applicable)
  - Three Rack Units (RU) on 19 inch rack to facilitate media convertor and fibre patch panel equipment
  - A network environment suited for telecommunications equipment, which supports heating, cooling and ventilation and which keeps the area surrounding the demarcation point at a temperature no less than sixty five degrees Fahrenheit (65F) and no more than eighty five degrees Fahrenheit

(85F), with humidity at no greater than 50 % and the air filtered by a suitable telecommunications air filtration system.

- Adequate room lighting.
- Reasonable security measures to prevent unauthorized access to the demarcation point and to allow for the authorized 24x7 emergency and standard access by Rogers personnel for maintenance and restoration.

1.3 Customer Access. The Customer must make arrangements and purchases their in-building fibre access to the Customer side of the service demarcation point directly from the in-building access provider. The in-building access method can include inter building riser fibre or room to room patch cabling. The Customer and in-building access provider together have the total responsibility for the engineering, planning, installation, performance and maintenance of the Customer in-building access fibre. For optimal service, it is recommended the Customer in-building fibre access meet or exceed ITU G.652 specifications with loss characteristics of 1 dB per patch and 0.05 dB per splice. Rogers can arrange for the Customer in-building fibre access arrangements at an additional cost, to be quoted upon Customer's request.

1.4 Demarcation. The service demarcation is the end point of the Rogers network where the Customer will connect to the Optical Wavelength Services. The demarcation point will be a fibre patch panel with SC bulkhead fibre connectors located in the "meet me room" or the Customer's premise. The service demarcation point will be agreed to mutually by both parties. The fibre patch panel demarcation point will permit easy Customer connection with the ability to create manual loopback testing to demonstrate circuit quality. The demarcation point shall not be more than seven (7) meters from the point of entry into the Customer's premise. If the demarcation point is greater than seven (7) meters, additional installation charges will apply. Optical Wavelength circuits will be tested to ensure that they are operating in accordance with their Service Level Agreement. Any exceptions to the proposed demarcation point must be identified in writing by the Customer and approved by Rogers.

1.5 Access Network. The Access Network is a network component which interconnects the demarcation point to a Rogers' Primary Hub, providing last mile connectivity where Optical Wavelength Services demarcation point is not a Rogers Network Access Point. The Access Network could include media convertors, inter-building riser fibre, patch cabling, or dark fibre. Rogers' Access Network fibre is compliant to ITU G.652 specifications. The preferred Access Network for service delivery is over Rogers' owned fibre infrastructure and is described as ON-NET. Services delivered into OFF-NET buildings may be sub-contracted to a third party carrier.

1.6 Network Access Point. A Rogers Network Access Point is a site or location that houses active equipment that is part of the Rogers Core Network. Optical Wavelength Services will be configured onto the Rogers Core Network at this location. Such locations will have diverse building optical path entrances, uninterrupted DC power source, and or a diesel generator backup.

1.7 Rogers Core Network. The Rogers Core Network is the aggregate of all DWDM network elements. Optical Wavelength Services will be configured between the most optimal available route over the Rogers Network Core to achieve minimum latency.

1.7.1 Standards Compliance. The Rogers Core Network hardware and management systems are compliant to the following telecom industry organization standards:

- The following Telcordia standards are supported: GR-253-CORE, GR-474-CORE, GR-499-CORE, GR-1089-CORE, GR-820-CORE, GR-2918-CORE.
- The following ITU-T standards are supported: G.664, G.692, G.709, G.825, G.826, G. 957, G.959.1, G.8021, and ITU-T 100-GHz- spacing, C-band channels.
- The following Request for Comments (RFC) standards are supported: 4209, 2766.

## 2. Customer Interface

2.1 Service Interfaces. The Optical Wavelength Services support standard protocols before transport over the Rogers Core Network.



- 2.2 **Optical Characteristics.** All Optical Wavelength Services will be delivered to the Customer using standard optical specifications supporting the required service interfaces,
- 2.3 **Attenuation.** Each Optical Wavelength is delivered with appropriate optical characteristics connected to the Customer Premises Equipment. To ensure optimum performance of the link, the optical signal, in both directions, will be attenuated to desired specifications recommended by Rogers' equipment vendor and Customer's equipment vendor. Attenuation of the optical signal required at the Customer Premise Equipment beyond the demarcation point will be provided by the Customer.

### 3. **Quality and Service Assurance**

- 3.1 **Circuit Test and Turn Up.** Optical Wavelength is subject to an acceptance test plan before the Optical Wavelength Services are handed over to the Customer. Test results for Optical Wavelength will be saved, provided to the Customer if requested, and recorded with the as-built documentation. All test parameters must pass with a 100% success rate and meet all applicable Rogers Service Level Agreements.

Each Optical Wavelength will be subject to a RFC2544 test. If required, a circuit can also be subject to Bit Error Rate (BER) testing, but additional fees may apply. Optical transmit and receive values will be recorded in dB as well as any attenuation used to optimize the Customer signal. The date, time, location, duration, circuit identifier and overall test summary status will be recorded in the report. The test report will cover the RFC2544 test parameters seen in Table 1, below.

Parameter	Units	Pass Threshold
Throughput	Mbps	100%
Latency	µs	Circuit Specific

**Table 1 – Optical Wave Test Parameters**

- 3.2 **Service Surveillance.** The Network Operations Centre (NOC) monitors each Optical Wavelength 24x7, 365 days a year. Within the NOC are highly qualified engineers and technicians maintaining the network to the latest engineered specifications. The Rogers' NOC serves as the single point of contact for all events that occur on the network. Alarming and performance monitoring on each Optical Wavelength is transparent and non-intrusive.
- 3.3 **Change Management.** Rogers enforces a Change Management Policy to enable beneficial changes to the network infrastructure with minimal disruption to Services. The change management process defines when changes can be made and ensures sufficient notification is made to the Customer. Risk assessments are determined and categorized into overall impact levels. Each impact level is assigned a time slot during the week to perform the maintenance procedure. Customers will be given advanced email notification from the Rogers NOC in accordance with the terms of the Agreement. Each change management procedure is subject to multiple authorization levels before they are executed to ensure effectiveness.
- 3.4 **Fault Management.** The NOC will recognize, isolate, log faults and restore Services in the network. A situation may arise when the Optical Wavelength may experience degradation or outage. When calling in the outage, the Customer should provide an accurate description of the trouble with circuit identification to the NOC. It is essential that the Customer be able to provide physical access to their demarcation point to Rogers at the time of trouble should Rogers be the provider of the Customer's Access Network. Rogers will perform diagnostic testing and physical loopback testing to determine the root cause of the outage.

## Product Terms and Conditions

1. **Termination Fees.** If the Customer terminates the Optical Wavelength Services for any reason other than for cause as permitted under the Agreement, or if Rogers terminates the Optical Wavelength Services for cause as permitted under the Agreement, the Customer shall pay to Rogers, as liquidated damages and not as a penalty, a termination fee which is an amount which is equal to the sum of:
- (a) fifty percent (50%) of the average monthly charges for the terminated Service(s) (as determined over the previous three months) multiplied by the number of months remaining in the Service Term from the effective date of termination;

- (b) any cost which Rogers must continue to pay to third parties for the remainder of the applicable Service Term as a result of the early termination of the applicable Services that exceeds the amount set out in (a) above, and
- (c) a lump sum representing the amortized remainder of any waived or discounted installation or one-time charges associated with the terminated Service(s) in consideration of the Customer's commitment to the Service Term for such Services.

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

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

- 2. **Invoicing.** Monthly recurring charges for Optical Wavelength Services are invoiced monthly in advance on the first of each month. Charges for MPLS Services will commence as of the Service Effective Date. In the first month the charges will be prorated for the number of days in the month after the Service Effective Date. Rogers will, by way of invoice or otherwise, notify the Customer of the Service Effective Date. Service level credits will be applied to Customer's invoice within two billing cycles after Rogers' approval of a Customer's request.
- 3. **Additional Work.** Work requested by Customer and performed by Rogers or its sub-contractors that is outside the scope of the Services as described in these terms will be billed to Customer at Rogers' then current time and material rates. Work requested and performed outside of Rogers' Business Hours will be subject to an additional charge, to be quoted upon request.
- 4. **Hardware.** All hardware purchased from Rogers is covered by the hardware manufacturer's original warranty. Upon request, the Rogers sales team will provide the Customer with up-to-date warranty information for the hardware. The risk of loss or damage to any materials or hardware shall pass to the Customer upon receipt at the Customer's premises, notwithstanding that title to all materials and hardware purchased outright shall pass to the Customer only upon final payment, where applicable.
- 5. **Hardware Maintenance.** Where applicable, fees hardware maintenance are charged annually and payable at the time of Services activation and each annual anniversary thereafter. Such maintenance Services, unless terminated by the Customer in writing at least sixty (60) days prior to the annual anniversary of the Service Term, shall be automatically renewed on an annual basis until expiration of the Service Term for the associated Services. Where hardware maintenance Services are provided by the hardware manufacturer or another third party, certain additional terms and conditions may apply.

## Product Service Level Agreement ("SLA")

Optical Wavelength Services include a series of SLAs that validate the reliability of the Rogers Core Network, and personnel, in delivering the Optical Wavelength Services. The Service Availability (Access and Core), MTTR, Latency, Bandwidth, and Packet Loss SLAs are available to the Customer as part of the basic Optical Wavelength Services offering.

- 1. **Policy.** If the Customer experiences performance that does not meet the applicable metrics set out in the following SLAs, then Rogers will issue the Customer a service credit in accordance with the terms of the applicable SLA. All defined terms are set out below.
- 2. **Service Availability and MTTR Commitments.**
  - 2.1 **Service Availability**
    - 2.1.1 **Service Availability Commitment.** Rogers will provide the Customer with an Optical Wavelength Service Availability performance level. Service Availability commitments specifically pertain to a particular Optical Wavelength circuit, between and including the demarcation points, Access Network (where provided by Rogers), and the Rogers Core Network. CPEs and Customer in-

building fibre access are specifically excluded. The Service Availability Commitment can be found in Table 2 below.

- 2.1.2 Service Availability Service Credit. If a Customer believes that Rogers has failed to meet an applicable Service Availability commitment for a particular Optical Wavelength circuit in any given billing month, then the Customer must contact their Rogers' sales representative and apply for a Service Credit within fifteen (15) Business Days starting from the fifteenth (15<sup>th</sup>) day of the following billing month. Upon Rogers' verification that the Service Availability for a particular Optical Wavelength circuit over a given billing month was less than the committed Service Availability metric for reasons other than Acceptable Downtime, Rogers will issue a Service Credit to the Customer. The Service Credit will equal the applicable amount from Table 2 for the monthly recurring charges for the affected Optical Wavelength circuit(s) in the applicable month.

Service Availability		
	Metric	Service Credit
Optical Wavelength Service	99.90%	10% of the monthly recurring Optical Wavelength Services charges for the affected Optical Wavelength circuit(s)

**Table 2 – Service Availability Commitment**

## 2.2 Mean Time to Repair (MTTR)

- 2.2.1 MTTR Commitment. Rogers will provide the Customer with two types of MTTR performance levels: Network MTTR, which is only valid for Service Outage Time between Network Access Points (NAPs); and Fibre MTTR, which is valid between and including the demarcation points, Access Network (where provided by Rogers) and the Rogers Core Network. CPEs and Customer in-building access are specifically excluded from both the Network MTTR and the Fibre MTTR. MTTR commitments only apply to Customer locations that are within fifty (50) km or thirty (30) miles of a Rogers NAP. The MTTR guarantees can be found in Table 3 below.
- 2.2.2 MTTR Service Credit. If a Customer believes that Rogers has failed to meet an applicable MTTR Commitment in any given billing month, then the Customer must contact their Rogers' sales representative and apply for a credit within fifteen (15) Business Days starting from the fifteen (15<sup>th</sup>) day of the following billing month. Upon Rogers' verification that an MTTR Commitment for the Optical Wavelength Services over a given month was greater than the committed MTTR metric for reasons other than Acceptable Downtime, Rogers will issue a Service Credit to the Customer. The Service Credit will equal the applicable amount from Table 3 for the monthly recurring charges for the affected Optical Wavelength circuit(s) in the applicable month.

MTTR		
Type	Metric	Service Credit
Network	4 hrs.	10% of the monthly recurring Optical Wavelength Services charges for the affected Optical Wavelength circuit(s).
Fibre	12 hrs.	

**Table 3 – MTTR Commitment**

## 3. Service Performance Commitments. Service Performance metrics are a measure of how well data travels through the Optical Wavelength Services.

### 3.1 Latency

- 3.1.1 Latency Commitment. Optical Wavelength Services Latency commitment is listed below in Table 4. Latency metrics are one-way trip measurements. The Optical Wavelength Services will be

configured on the best available network route to optimize latency unless otherwise agreed to in writing by the Customer and Rogers.

- 3.1.2 Latency Service Credit.** If the Customer believes that Rogers has failed to meet its Latency commitment set out in Table 4, the Customer must provide Rogers with details of the Customer data that substantiates the belief and request that Rogers test the circuit. The Customer must co-operate with Rogers' reasonable requirements and provide access to the service demarcation point upon request in order to retain its rights to any applicable Service Credit. Upon Rogers' verification that the actual Latency is greater than the committed Latency for reasons other than Acceptable Downtime, Rogers will issue a Service Credit to the Customer as specified in Table 4.

One-way Latency			
	Distance	Metric	Service Credit
	< 150 km	< 1 ms	10% of the monthly recurring Optical Wavelength Services charges for the affected Optical Wavelength circuit(s)
	< 500 km	< 3 ms	
	< 1000 km	< 6 ms	
	< 2000 km	< 12 ms	
	< 3000 km	< 18 ms	
	< 4000 km	< 24 ms	
	< 5000 km	< 30 ms	
	< 6000 km	< 36 ms	

**Table 4 – Latency Commitment**

## 3.2 Bandwidth.

- 3.2.1 Bandwidth Commitment.** Rogers commits that 100% line rate Bandwidth will pass through the Rogers Core Network and be delivered to each demarcation point for a particular Optical Wavelength circuit. The Bandwidth performance metric is referenced in Table 5 below.
- 3.2.2 Bandwidth Service Credit.** If the Customer believes that Rogers has failed to meet its Bandwidth commitment set out in Table 5, the Customer must provide Rogers with details of the Customer data that substantiates the belief and request that Rogers test the circuit. The Customer must co-operate with Rogers' reasonable requirements and provide access to the service demarcation point upon request in order to retain its rights to any applicable Service Credit. Upon Rogers' verification that the actual Bandwidth being delivered is less than the committed Bandwidth for reasons other than Acceptable Downtime, Rogers will issue a Service Credit to the Customer as specified in Table 5.

## 3.3 Packet Loss.

- 3.3.1 Packet Loss Commitment.** Rogers commits that the Packet Loss will not exceed the performance metric referenced in Table 5 below.
- 3.3.2 Packet Loss Service Credit.** If the Customer believes that Rogers has failed to meet its Packet Loss commitment set out in Table 5, the Customer must provide Rogers with details of the Customer data that substantiates the belief and request that Rogers test the circuit. The Customer must co-operate with Rogers' reasonable requirements and provide access to the service demarcation point upon request in order to retain its rights to any applicable Service Credit. Upon Rogers' verification that the actual Packet Loss is greater than the committed Packet Loss for reasons other than Acceptable Downtime, Rogers will issue a Service Credit to the Customer as specified in Table 5.

Service Performance		
SLA	Metric	Service Credit
Packet Loss	<0.01%	10% of one month's Optical Wavelength charges for the affected Optical Wavelength circuit(s)
Bandwidth	100%	

**Table 5 – Service Performance Commitments**

## Definitions

The following definitions are used in relation to Optical Wavelength. Any capitalized terms not defined below are defined in the Agreement.

1. Acceptable Downtime. In calculating whether or not Rogers has met its Service Level Agreements in any specific month, Service Outage Time for any of the reasons set out below will not be factored into the SLA calculations:
  - a) Customer delays including, but not limited to: (i) acts or omissions by the Customer, its agents or vendors; (ii) inaccurate, incomplete or changes to previously accepted orders; (iii) unavailable and/or faulty Customer premises, unavailable and/or faulty Customer premise equipment (CPE) and/or facilities necessary to install the Services; or, (iv) extension of demarcation point by Customer without Rogers approval;
  - b) during an event of Force Majeure, as set out in the Agreement;
  - c) Customer's failure to materially comply with its obligations as defined in the Agreement, including failure to pay valid past-due amounts; order suspensions due to Customer's credit worthiness;
  - d) during Scheduled Maintenance;
  - e) troubles resolved as "No Trouble Found";
  - f) time attributed to Customer's delay in responding to Rogers requests for assistance to repair an Out of Service event;
  - g) the failure of any Customer owned and maintained equipment on the Customer's premise, beyond the local demarcation device;
  - h) hardware, operating system, and application failures or security breaches on LAN components, WAN components, servers, or workstations that were not configured by Rogers;
  - i) failures or security breaches caused by improper use, improper care, or damage to Rogers equipment by the Customer's employees or a third party;
  - j) failures or security breaches caused by the movement of Rogers equipment by the Customer or a third party, electrical and power irregularities, or abnormal use; or
  - k) failures or security breaches, where an Rogers device's configuration, IOS/Software, or hardware has been modified by the Customer or a third party.
2. Bandwidth - means the bit rate of the Customer subscribed service. Bandwidth is measured as bits per second (bps).
3. Business Day – means Monday to Friday inclusive, excluding statutory holidays observed in the Province of Ontario.
4. Business Hours – means 8:00am to 5:00pm local time on a Business Day.
5. Core Network – means the Rogers core network. This includes all network infrastructure between, and including the Network Access Points.
6. Latency – means the measure of total time taken for a packet to travel one-way from demarcation "A" to the destination demarcation "Z". The main sources of latency are processing delays in the network elements and propagation delay along the transmission medium. Service latency is calculated as the median value (50th) percentile of a cumulative distribution of all source-to-destination latency probes calculated during a testing period.



7. Mean Time to Repair (MTTR) – means the average length of time it took to repair Optical Wavelength Services during a specific month. MTTR metrics are based solely on the Service Outage Time statistics collected by the Rogers Trouble Reporting System (TRS). Rogers's MTTR structure comprises of two components; Network and Fibre. Network MTTR is only valid for service outage between Rogers Network Access Points (NAP's). Fibre MTTR is valid for any damage between and including the demarcation points, Access Network (where provided by Rogers) and the Rogers Core Network. MTTR is calculated with the following formula:

$$\text{Mean Time to Repair} = \frac{\text{Network outage time in one month (hours)}}{\text{Number of trouble tickets issued in that month}}$$

8. No Trouble Found – means Customer reports a problem that cannot be duplicated by Rogers, after reasonable efforts to do so. For example, a Customer reports an Out of Service condition, but Rogers sees the Services up and active with no evidence of a recent outage.
9. Out of Service - When a specific Customer access is unable to transmit or receive data, an "Out of Service" condition will be recorded for the specific Customer access in the Rogers Trouble Reporting System. Following Customer notification, a Rogers' technician will validate the outage and will manually declare an Out of Service condition in the Rogers Trouble Reporting System.
10. Packet Loss - means the percentage of service frames not successfully delivered between demarcation points over the Optical Wavelength Services during a testing period.

Packet Loss is expressed as a percentage and calculated as follows:

$$\text{Packet Loss} = \left( 1 - \frac{\text{Number of frames delivered to destination}}{\text{Number of frames sent to the destination}} \right) \times 100$$

11. Scheduled Maintenance. Scheduled Maintenance means any maintenance activities performed on the Rogers network to which Customer's facilities are connected provided that Customer shall be given at least ten (10) days' advance notice of such maintenance activities. Such activities are typically performed during the standard maintenance window on Mondays to Fridays, 00:01 and 6:00 am local time.
12. Service Availability - means the percentage of time in a given month that a specific Optical Wavelength circuit was available for useful transmission. Service Availability metrics are measured against service outage time statistics collected by the Rogers TRS.

Service Availability is expressed as a percentage and calculated as follows:

$$\text{Service Availability} = \frac{(\text{Total amount of circuit time in a specific month (minutes)} - \text{Total validated outag time (minutes)})}{\text{Total amount of circuit time in a specific month (minutes)}} \times 100$$

13. Service Outage Time – Total time during a specific calendar month that a specific Optical Wavelength circuit is unable for the Customer's use, excluding Acceptable Downtime. Service Outage Time is the total of all recorded Out of Service conditions collected by the Rogers Trouble Reporting System (TRS) for a particular Optical Wavelength circuit during a specific month.
14. Site. A Site means a geographic location where one or more of the Customer's Services is delivered.



## Wireless Business Internet Services

The following terms pertain specifically to Rogers' Wireless Business Internet Services (the "Services") supplied by Rogers to you. The Services provide high speed wireless access and connection to the Internet utilizing the Rogers LTE wireless network. The Services have the following features:

1. **Definitions.** The following definitions are used in these terms. Any capitalized terms not defined below are defined in the Agreement.
  - 1.1. **"Business Day"** — means Monday to Friday inclusive, excluding statutory holidays observed in the Province of Ontario.
  - 1.2. **"Business Hours"** — means 8:00am to 5:00pm local time on a Business Day.
  - 1.3. **"POP"** — means a Points of Presence, which is a location where Service technicians are located and will travel to the Site from.
  - 1.4. **"Rogers Wireless Network"** — means the Rogers-owned wireless transmission facilities.
  - 1.5. **"Serviceable"** — means a Site where the wireless connectivity on the Rogers Wireless Network is sufficient for the delivery of Wireless Business Internet Services as determined by Rogers.
  - 1.6. **"Service Effective Date"** — means the date upon which Services are considered to be provided and invoicing will begin. The Service Effective Date for Services at a Site that is installed by Rogers is the date that the installation is completed, and the Service is available for your use, as determined by Rogers.
  - 1.7. **"SLO"** — means Service Level Objective(s)
  - 1.8. **"Site"** — means a geographic location where you have the Service installed. You may have multiple Sites, or more than one installation at an individual Site.
2. **Description.** The Services provide you with high-speed wireless access and connection to the Internet at a fixed Site utilizing Rogers-owned network. The Services are provided in the following Service plans:

### 2.1. **Service Plans.**

**Table 1: Service Plans**

Feature	Wireless Business Internet	Wireless Business Internet - Flex
Availability	National, excluding Manitoba and the Territories	National, excluding Manitoba and the Territories
Speed	25 / 5 Mbps up to 450GB	25 / 10 Mbps
Available Term Options	Month-to-month, 12 or 36 months	Month-to-month, 12 or 36 months
Rogers Equipment	Modem <sup>(1)</sup> + Panorama antenna	Modem <sup>(1)</sup> + Panorama antenna
Static IP	Cisco Umbrella DNS security	Cisco Umbrella DNS security
Security	Cisco Umbrella DNS security	Cisco Umbrella DNS security
Management	Not Applicable	Proactive Monitoring included
MTTR	Not Applicable	SLO within four (4) hours within 150KM of POP
Self-Service	Basic Rogers.com self-service	Advanced Rogers Business Dashboard
Data Usage	Unlimited <sup>(2)</sup>	Tiered <sup>(2)</sup>

(1) Rogers Equipment for the Services is subject to change without notice.

(2) Service is subject to the Acceptable Use Policy and may not be used as a base for any hub of data-consuming devices.

- 2.1.1. **Wireless Business Internet - Unlimited** will provide you with the features of Wireless Business Internet listed in Table 1 above.

- 2.1.2. **Wireless Business Internet - Flex** will provide you with the features of Wireless Business Internet-Flex listed in Table 1 above subject to the tiered structure set out in Table 2 below:

**Table 2: Flex Tiers**

Data Use Cap	Tier
Up to 10GB	Tier 1
Up to 20GB	Tier 2
Up to 100GB	Tier 3
Up to 250GB	Tier 4
Up to 500GB*	Tier 5

\* Subject to the Fair Usage Policy in Section 3.11

- i) **Data Caps and Overage:** The Service Flex plan is subject to data caps and overage fees. You will begin each billing month at the lowest tier for the applicable plan and automatically upgrade to the higher data tier(s) based on actual data usage in a billing cycle. Where a percentage discount is provided in an Agreement, the discount will be applied to the standard rates. The amount paid by you in a given billing cycle will be based on the lowest Tier (as described in Table 2 above) for the applicable plan that accommodates Your actual data usage for that billing cycle. (e.g. If you use 80 GB in a month on the Term Plan, they will flex to the 100 GB tier and be billed according to the rates set out in the Agreement.)
- 2.1.i.1. **Proactive Monitoring.** Rogers will monitor the status of the router-modem and network antenna installed as part of the Wireless Business Internet Flex plans, and will aim to notify you identifying any of the following:
- i) Device is offline
  - ii) Device has been moved from original installation location
  - iii) Device's operating temperature is above or below optimal thresholds; or
  - iv) Device is below the minimum threshold for sending or receiving wireless signals
- Device Monitoring is enabled by default by Rogers on Wireless Business Internet Flex plans for standard implementations (external antenna is implemented, device is within serviceable thresholds). If Your and Rogers agree to disable the device monitoring feature for a Site, you must provide notice to Rogers by calling Rogers Technical Support (see Section 2.7).
- Where Device Monitoring has been disabled: (i) all alerts will be turned off for the specific Site and it is not possible to selectively enable or disable certain alerts and you will need to proactively call Rogers to report any incidents; and (ii) MTTR SLOs will only apply from the time you have called and reported the incident to Rogers.
- 2.1.i.2. **Reporting Portal.** Wireless Business Internet Flex plan Customers will have access to a reporting portal after your first bill cycle, which is a service dashboard that provides access to key reports showing information such as: Device status UP/Down; Incident Report; Data utilization; Select Blocked malicious URLs; Device statistics (CPU & Memory utilization). Reports and portal functionality may be updated from time to time without notice. The reporting portal is a complimentary service which may be discontinued by Rogers at any time, and you cannot terminate the Services as a result of such discontinuation. Data provided through the reporting portal is for reference purposes only and may differ from similar data reflected on your invoice. For example, the data use cited in a data utilization report may differ from the total data use reflected on your invoice, which is based on the billing cycle as set out in the Agreement.
- 2.1.i.3. **Service Level Objectives.** The following Service Level Objectives ("SLO") set out Rogers' objectives with regards to the Services. Rogers may update these Service Level Objectives from time to time without prior notice to you.
- 2.1.i.3.1. **MTTR.** Rogers offers you with a Mean Time to Repair ("MTTR") performance objective that measures the duration of time that the Rogers Equipment that connects your Site to the Rogers Wireless Network is Out of Service, as set out in Table 3 below. Such Rogers Equipment encompasses all elements from, and including, the router-modem to the network antenna located at your Site. Customer Premise Equipment (CPE) is not considered as part of the network access. MTTR objectives are based on the

location of your Site. MTTR objectives only apply to your Sites that are within one hundred and fifty (150) km (one way) of a Rogers' Tech Support dispatch location.

**Table 3: Mean Time to Repair Objective**

Access Type	Monthly MTTR Target
Wireless Business Internet - Flex	< 4 hours

- i) Mean Time to Repair (MTTR) is measured by calculating the average length of time it took to respond to and implement a repair for your particular access issue during a specific month. The MTTR is an objective only and Rogers will use commercially reasonable efforts to meet the objective. Rogers is not liable for any failure to meet the MTTR objective and you do not have a right to terminate as a result of Rogers' failure to meet the MTTR objective. MTTR metrics are measured solely against Out of Service conditions on the applicable Rogers Equipment. MTTR metrics are based solely on Out of Service statistics collected by the Rogers Trouble Reporting System (TRS), and exclude the following:
- an event of Force Majeure or other event beyond the reasonable control of Rogers;
  - the Services are not available, or your end-user devices are unable to transmit data traffic due to the failure, malfunction or (including, without limitation, any applications or software thereon) or any other applications, systems or equipment not owned or controlled by Rogers including, without limitation, your Internet Service Provider connections;
  - your individual end-user devices are unable to transmit and/or receive data due to reasons other than a Rogers Wireless Network outage affecting the Services; or
  - the Rogers Wireless Network was unavailable due to planned, routine or emergency maintenance.
  - The above service level objectives do not apply to the Services with unlimited usage plans.

- 2.2. **Installation and Activation.** The Services require professional installation. A standard professional installation and activation are provided for a set fee, as set out in a Agreement. Standard professional installation includes an antenna, which is mounted on the external surface of a building using a stock mount (no higher than 15 feet), and up to 30 feet of antenna cable. Standard professional installation includes travel to and from a Site, which may be up to 150km from a POP. Rogers will advise you if your location is outside of the standard installation range of 150km. Professional installation requirements beyond the standard installation are subject to additional fees. Any additional fees will be quoted and accepted by you prior to Rogers proceeding with any such non-standard installation.
- 2.3. **Equipment Rental.** The monthly recurring charges set out in the Agreement include the monthly rental charges of one (1) modem-router (for Monthly Plans and Term Plans) and one (1) network antenna per fixed-wireless connection. The rented equipment constitutes Rogers Equipment, as defined in the Agreement. The risk of loss or damage to the Rogers Equipment shall pass to you upon installation at your Site.
- 2.4. **Wireless Connectivity.** The Services are delivered by connecting your end-user devices to a Rogers-provided router-modem, which in turn connects to the Internet via the Rogers Wireless Network. The connection speed between your end-user devices and the Internet is defined by the Plan being purchased.
- 2.5. **DNS Security.** The Services include Domain Name Server ("DNS") security. DNS is a system that automatically translates Internet addresses to the numeric addresses used by computers, smartphones, and tablet devices. The DNS security feature manages a dynamic list of known Internet addresses that have security threats, updated in near-real time. When an attempt is made to connect to a compromised site, the connection is not completed, and the "blocked" page notice is shown.
- 2.6. **IP Addresses.** Each Service connection is provided with one (1) static IP address.
- 2.7. **Support.** Rogers will provide installation and ongoing Service support to you through your Service Delivery and Customer Care organization. You can contact Rogers Customer Care for Services at 1-877-274-3375 and Rogers Technical Support at 1-866-447-6531.

- i) If you require access to your modem for functionality such as port forwarding, you must contact Rogers Technical Support at 1-866-447-6531.

### 3. **Terms and Conditions.**

- 3.1. **Letter of Authority.** For each Site not owned by you, prior to the scheduled Services installation date, you must provide Rogers with a Letter of Authority ("**Letter of Authority**") from the Site's owner or landlord, in the form and content that Rogers reasonably requires, authorizing Rogers to install the Services and associated Rogers Equipment at the Site with confirmation that any installed Rogers Equipment will not be considered a fixture by the Site owner. Failure to provide the Letter of Authority may result in scheduling delays and/or a missed appointment classification. Additional charges may apply as per section 3.10 of these terms.
- 3.2. **Service Term.** The Services are available on a month-to-month, one (1) year, or three (3) Term. The Service Term is set out in the Agreement.
- 3.3. **Renewal of Services.** At the end of any Service Term, Rogers will continue to provide the Services on a month-to-month basis, at Roger's then applicable rates, unless you provide thirty (30) days' advance notice of termination. Month-to-month and expired Term plans may be subject to a rate increase.
- 3.4. **Termination.** If you terminates one or more Wireless Business Internet connections 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, a termination fee which is an amount that is equal to the sum of:
  - i) \$50.00 per connection per month for each month remaining in the Service Term (plus applicable taxes).
  - ii) an amount equal to the aggregated total of any credits (activation, conversion, renewal or otherwise) or any waived or discounted charges or any other form of economic inducement provided to Your in consideration of your commitment to the Service Term. The aggregated total of any credits is prorated by the number of months remaining in the Service Term as follows: the total of the above-mentioned credit provided to you for the Services divided by the total number of months in the Service Term and then multiplied by the number of months remaining in the Service Term.

Termination Fees shall be invoiced on the effective date of the applicable termination and are payable in accordance with the terms of the Agreement.
- 3.5. **Customer Termination.** Where you terminate the Services prior to the expiration of the applicable Service Term, or where the Service Term expires and you choose not to renew the Service or chooses to terminate the Services, you must return all Rogers Equipment associated with the Services to Rogers.
  - i) Rogers will either a) dispatch a technician to recover the Rogers equipment, or b) provide a return shipping label to you via email. The method of equipment recovery will be determined by Rogers.
  - ii) When Rogers sends technicians to retrieve equipment you must provide Rogers with access to all areas required in order to successfully recover Rogers Equipment.
  - iii) When Rogers sends a return shipping label, you will be required to package the Rogers equipment with sufficient protection to prevent any damage in transit and attach the provided return service label to the package. The Rogers equipment must be returned within thirty (30) calendar days of the return service label being provided to you. If Rogers does not receive the Rogers equipment within thirty (30) calendar days, you will be charged the fair market value for the Rogers equipment. If the returned Rogers equipment is non-functional or in such condition that it is not able to be refurbished, you will be charged the fair market value for such damaged Rogers Equipment.
- 3.6. **Bundle Discount Eligibility.** You must meet the eligibility requirements set out in this Section in order to qualify for and receive a bundle discount on their eligible Services. If, at any time, you fail to meet any of the bundle discount eligibility requirements, the bundle discount will be discontinued from all Services immediately. Only those Service plans listed in Sections 3.6.1 and 3.6.2 below are eligible to receive bundle discounts.
  - i) **Eligible Service Plans.** You must maintain at least one of the following eligible Services in order to qualify for the bundle discount. The following Services are eligible for the bundle discount:

- i) Wireless Business Internet
  - ii) Wireless Business Internet - Flex
- ii) **Eligible Business Internet Plans.** You must maintain at least one eligible Business Internet Service plan in order to qualify for the bundle discount. The following Rogers Service is eligible for the bundle discount:
- i) Rogers Dedicated Internet Services (subject to separate terms and conditions)
- 3.7. **Equipment Configuration.** The router-modem, external antenna and other hardware devices are configured to provide the maximum connection capabilities between your end-user devices and the Rogers Wireless Network. Actual connection speeds may vary with Internet/network traffic, environmental or other factors. You may not alter the Equipment configuration after the installation of the equipment without Rogers express written permission. Any alternations not specifically authorized by Rogers may, at Rogers sole discretion, incur additional charges to restore the configuration to a state acceptable to Rogers.
- 3.8. **Service Orders.** You may, by signing an additional Agreement: (i) order Services for new or existing Sites; and (ii) order changes or additions to previous orders at existing Sites.
- 3.9. **Invoicing.** Invoicing for the Services will begin as of the Service Effective Date. The monthly recurring charges for the Services are invoiced monthly in arrears and are based on your data usage in the previous month. On the initial invoice, the charges for the first month of Services may be prorated for the number of days in the month that Service was provided following the Service Effective Date.
- 3.10. **Additional Charges.** The following circumstances may give rise to additional charges to be paid by you in respect of the Services:
- i) **Missed Appointments.** You must be at the Site at the agreed upon date and time for access to the location by the installation technician. If the installation technician arrives at the Site and there is no access, a missed appointment fee of \$255.00 may be charged.
  - ii) **Cancellations/Postponements:** A \$500.00 cancel-before-start fee will be charged for orders or install appointments cancelled or postponed within two (2) Business Days prior to the scheduled installation date.
  - iii) **Additional Installation Costs:** If Rogers accepts an order for installation that requires wiring and other installation costs beyond the standard professional installation of up to 30 feet between the modem-router and network antenna, and/or requires any custom mounting or connection requirements for either the modem-router or network antenna, Rogers will notify you of the estimated cost differential (the estimated additional cost beyond the Activation Fee). If you accept the additional cost and wishes to proceed with the installation, Rogers will provide you with a revised Agreement and/or a Statement of Work ("**SOW**") which will provide the details of the work and revised costs.
  - iv) **Additional Work.** Work requested by you and performed by Rogers or its sub-contractors that is outside the scope of these terms will be billed to you at Rogers' then current time and material rates. Work requested and performed outside of Rogers' Business Hours will be subject to an additional charge, to be quoted upon request.
  - v) **Travel Costs.** Where your Site is one hundred fifty kilometres (150km) or more in distance one way from a POP, or requires special modes of travel (e.g. ferry or airplane), Rogers reserves the right to charge you a "Technician Travel Fee" for installation or support services provided to any such remote Site. Rogers will provide a quote to you outlining the Technician Travel Fee for any Site subject to such additional charge and will only proceed with the installation or additional work for such a Site following your acceptance of the quoted Technician Travel Fee.
  - vi) **Failed Installation.** For reasons including, but not limited to, external or internal building factors, line of sight or unique atmospheric conditions, Rogers may be unable to install the Services at your Site in a manner that is consistent with the expected service experience described in these terms. In addition, Rogers has established minimum performance thresholds (which are subject to change at any time at Rogers' sole discretion) for the Services that must be met as measured by the installation technician at the completion of an installation. If, after reasonable efforts by Rogers the minimum performance thresholds are not met, the delivery of the Services will be considered a failed installation and you will be released



from any obligation to purchase, and Rogers will be released from any obligation to deliver the Services at such Site.

- 3.11. **Fair Usage Policy.** Wireless Business Internet – Flex includes a fair data usage policy. If a single connection reaches 2TB of data usage per month, Rogers will charge you, in addition to the applicable usage tier Fees, an excess overage fee of \$500.00 per month for each connection that reaches this threshold and a further \$500.00 will be charged per month and per connection for each additional terabyte of data used beyond 2TB (i.e., at 3TB, 4TB, and so on). The overage fees in this Fair Usage Policy are not subject to any discount. Notwithstanding that you will be charged upon reaching these various overage thresholds, Rogers reserves the right to suspend the Services that breach the fair data usage policy of 2TB at any time. This fair data usage overage charge is subject to change, at Rogers' sole discretion, without notice. This Fair Usage Policy does not apply to Customers that select the Wireless Business Internet with unlimited usage plan.
- i) Rogers reserves the right to restrict data usage in the event that your data usage is so excessive that it impacts the network capacity and Rogers' ability to provide service to other Customers. Typical browsing or average online streaming behaviours are not considered excessive use.
  - ii) Wireless Business Internet with unlimited usage is subject to a high-speed data cap, where the speed for uploads and downloads is throttled when monthly data usage is beyond 450 GB. Once you have exceeded your high-speed data cap in any given month, your data speed will be download 10Mb/s and upload 2Mb/s until the next month's allotment begins.
- 3.12. **Data Rounding and Rating.** Actual billed rates for data usage may vary from those quoted as a result of, without limitation, rounding and usage patterns. You agree that, to the extent there is any dispute as to the amount of data transmitted to and from a single Rogers Wireless Business Internet connection in a particular period of time, then the amount of data transmitted as calculated by Rogers' systems shall govern.
- 3.13. **Rogers Facilities.** The Services will be provided to you using the Rogers Wireless Network where your Site is located 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). You acknowledge that the geographic areas within which Rogers provides different Services may vary. You acknowledge and agree that Rogers reserves the right in its discretion and without notice to you, from time to time to make changes in any aspect of the Rogers Wireless Network.
- i) 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, Rogers Equipment, the Services, or the Rogers Wireless Network. You agree 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.
  - ii) 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 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
- 3.14. **Fixed Site.** The Services are provided at a fixed location at the Site. The Service is not operational until the Rogers Equipment is installed at the Site pursuant to the approved installation requirements set out in these terms. 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 3.14.1 below, is a breach of the terms of use of the Service and Rogers may terminate for cause as a result with you obligated to pay any termination fees resulting from such early termination.
- i) Where you wish to relocate any fixed Site, you must contact Rogers in advance to request a relocation. Relocations are only approved where: (a) the proposed new location is serviceable on the Rogers Wireless Network; (b) the proposed new location is within the same Province as the current fixed Site; and (c) you may be subject to additional fees associated with moving the services
  - ii) Roaming (both USA and International) is not available and will constitute a material breach of these terms with you being responsible for any excess costs associated with roaming.



3.15. **NO 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, 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 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 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 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,

3.16. **Installation Interval.**

3.16.1. **If You are a tenant of the Site.** Upon receipt of the Letter of Authority, Rogers aims to install a connection within fifteen (15) Business Days of receiving your signed agreement, and appropriate access agreements have been signed, where the Wireless Business Internet will be installed. Additional Service connections requiring Rogers’ installation at multiple sites, may be subject to longer lead-times.

3.16.2. **If You Own the Site.** Rogers aims to install a connection within fifteen (15) Business Days of receiving your signed agreement, and appropriate access agreements have been signed, where the Wireless Business Internet will be installed. Additional Service connections requiring Rogers’ installation at multiple sites, may be subject to longer lead-times.

## Rogers Business Fibre Internet

The following terms pertain specifically to Rogers Business Fibre Internet Services supplied by Rogers to you. These terms set out provisions with respect to your subscription to the Services described herein.

1. **Definitions. The following definitions are used in these terms. Any capitalized terms not defined below are defined in the Rogers' Master Business General Terms and Conditions.**
- 1.1. **"Acceptable Downtime"** — In calculating whether or not Rogers has met the commitments in any specific month lack of availability owing to downtime for any of the reasons set out below will not be factored into the SLA calculations:
  - i) Your delays including, but not limited to: (a) acts or omissions by you, your agents, or your vendors; (b) inaccurate, incomplete or changes to previously accepted orders; (c) your unavailable and/or faulty premises, unavailable and/or your faulty premise equipment (CPE) and/or facilities necessary to install the Services; or (d) extension of access circuit demarcation point by you without Rogers approval;
  - ii) during an event of Force Majeure, as described in the Rogers' Master Business General Terms and Conditions;
  - iii) Your failure to materially comply with your obligations as defined in the Rogers' Master Business General Terms and Conditions, including failure to pay valid past-due amounts; order suspensions due to your credit worthiness;
  - iv) during Scheduled Maintenance;
  - v) troubles resolved as "No Trouble Found";
  - vi) outages of less than 60 seconds in duration;
  - vii) performance degradation caused by the over-subscription of a fibre-served access port;
  - viii) time attributed to your delay in responding to Rogers requests for assistance to repair an outage;
  - ix) the failure of any of your owned and maintained equipment on your premise, beyond the local telephone companies' demarcation device or smart-jack;
  - x) hardware, operating system, and application failures or security breaches on LAN components, WAN components, servers, or workstations that were not configured by Rogers;
  - xi) failures or security breaches caused by improper use, improper care, or damage to devices by your employees or a third party;
  - xii) failures or security breaches caused by the movement of hardware by you or a third party, electrical and power irregularities, or abnormal use;
  - xiii) failures or security breaches, where a device's configuration, IOS/Software, or hardware has been modified by you or a third party;
  - xiv) failures or security breaches caused by undocumented hardware, IOS/Software, or other manufacturer deficiency; or
  - xv) failures or security breaches caused by hardware, IOS/Software, or other deficiencies, that were documented by the manufacturer following the implementation of the service by Rogers.
- 1.2. **"Business Day"** — means Monday to Friday inclusive, excluding statutory holidays observed in the Province of Ontario.
- 1.3. **"Business Hours"** — means 8:00am to 5:00pm local time on a Business Day.
- 1.4. **"Core Network"** — means the Rogers core IP network. This includes all network infrastructure between and including the Provider Edge (PE) routers.
- 1.5. **"CPE"** — means Customer Premise Equipment. CPEs are routers or switches deployed at your Site to provide connectivity to ISP Business Cable Internet Services. CPEs represent the edge of your Site's local area network and are not part of the ISP Business Cable Internet Services local access or network
- 1.6. **"GPON"** — Gigabit Passive Optical Network is a technology to delivery Ethernet services over fibre optic cables
- 1.7. **"Mean Time to Repair (MTTR)"** — means the average length of time it took to repair your particular access during a specific month. MTTR metrics are measured solely against Out of Service conditions on access

elements. Access encompasses all elements from (and including) the PE router to the designated Telco demarc on your Site. CPEs are not designated to be part of the access. MTTR metrics are based solely on Out of Service statistics collected by the Rogers Trouble Reporting System (TRS).

MTTR is calculated as follows:

Total amount of validated Out of Service time (in minutes) during a specific calendar month as measured by Rogers and Rogers trouble tickets (not including maintenance and planned outages), divided by the total number of outage incidents on your particular access during a specific calendar month, and divided by sixty (60) (for hours).

- 1.8. **“Network Availability”** — means the percentage of time during a specific calendar month, that the Core Rogers Network was available to pass traffic. Network Availability is based on ticket information from the Rogers Trouble Reporting System:

Rogers continuously monitors each Network Node for availability. If an Out of Service condition is detected on a specific Network Node, the Core Network will be deemed to be unavailable for the length of the outage. Network Availability is calculated as the total number of minutes that the Core Network was unavailable during a specific month, divided by the total number of minutes in the specific month, multiplied by hundred (100) (for the percentage).

- 1.9. **“Network Node”** — means the primary nodes on the Core IP Network with dual redundant P routers.
- 1.10. **“No Trouble Found”** — means you report a problem that cannot be duplicated by Rogers, after reasonable efforts to do so. For example, you report an Out of Service condition, but Rogers sees its service up and active with no evidence of a recent outage.
- 1.11. **“Out of Service”** — When your specific access is unable to transmit or receive data, an “Out of Service” condition will be recorded for your specific access in the Rogers Trouble Reporting System. Out of Service conditions are declared manually by a Rogers technician. Following your notification, a Rogers technician will validate the outage and will manually declare an Out of Service condition in the Rogers Trouble Reporting System.
- 1.12. **“Scheduled Maintenance”** — Scheduled Maintenance means any maintenance activities performed on the Rogers network to which your facilities are connected provided that you shall be given at least ten (10) days' advance notice of such maintenance activities. Such activities are typically performed during the standard maintenance window on Mondays to Fridays, 00:01 and 6:00 am local time.
- 1.13. **“Site”** — means a geographic location where one or more of your Services are delivered.
- 1.14. **“Service Level Objective”** — “SLO” is a specific target for a service metric

2. **Description.** The following terms pertain specifically to Rogers Business Fibre Internet Service supplied by Rogers to you. Rogers Business Fibre Internet Service offers high-speed Internet connectivity solutions for Canadian businesses and supports Internet connectivity with speeds ranging up to 1,000Mbps. Rogers Business Fibre Internet Services are available in select locations in Canada, servicing your Sites with highly reliable Gigabit Passive Optical Network (GPON) access. Rogers Business Fibre Internet Services have the following features:

- 2.1. **Service Reliability and Performance.** Rogers Business Fibre Internet Services provide you with reliable, high performance Internet connectivity. The Services are:
- i) built on Rogers' Tier I, high availability IP network, with over 100 major POPs nationwide
  - ii) supported on the Rogers' network by responsive and knowledgeable network professionals, with a Business Customer Care support centre available 7x24, 365 days a year; and
  - iii) backed by industry-leading service availability and MTTR (mean time to repair)

The Rogers Business Fibre Internet Service types available for your purchase are described in Table 1 below.

**Table 1 – Business Fibre Internet Service Types**

	<b>Business Fibre Internet 100</b>	<b>Business Fibre Internet 200</b>	<b>Business Fibre Internet 500</b>	<b>Business Fibre Internet 1G</b>
<b>Modem/CPE Configurations</b>	Up To 100 Mbps download / 100 Mbps upload	Up To 200 Mbps download / 200 Mbps upload	Up To 500 Mbps download / 500 Mbps upload	Up To 1000 Mbps download / 1000 Mbps upload
<b>Provisioned IP's</b>	1 static	1 static	1 static	1 static
<b>Modem Rental</b>	Included	Included	Included	Included

2.2. **Network Access.** Rogers Business Fibre Internet Services support GPON network access technology.

2.3. **Rogers Business Fibre Internet Services Features.** Rogers Business Fibre Internet Services provides you with the ability to sustain symmetric “up to” bandwidth up to the committed bandwidth rate throughout the month, without incurring additional usage-based overage charges.

2.4. **Features:**

- i) Interconnected with 200+ unique IP networks.
- ii) Geographic backbone redundancy with millions of directly connected subscribers.
- iii) Service up to symmetric speeds: 100Mbps, 200Mbps, 500Mbps and 1000Mbps.
- iv) Static IP address block /30 is included in package
- v) You are provided with an access facility of RJ45 E1000 port

3. **Terms and Conditions.**

3.1. **Termination Fees.** If you terminate the Rogers Business Fibre Internet Services for any reason other than as permitted under the Rogers’ Master Business General Terms and Conditions, or if Rogers terminates the Rogers Business Fibre Internet Services 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, an amount which is equal to the sum of:

- i) fifty percent (50%) of the average monthly charges for the terminated Service(s) (as determined over the previous three months) multiplied by the number of months remaining in the Service Term from the effective date of termination;
- ii) any cost which Rogers must continue to pay to third parties for the remainder of the applicable Service Term as a result of the early termination of the applicable Services that exceeds the amount set out in (i) above, and
- iii) a lump sum representing the amortized remainder of any waived or discounted installation or one-time charges associated with the terminated Service(s) in consideration of your commitment to the Service Term for such Services.

Where you terminate the Services prior to the expiration of the applicable Service Term, you must return all Rogers Equipment associated with the Services to Rogers.

Such termination liability shall be payable on the effective date of any and all terminations. For clarity, if you terminate any or all Services for cause or as otherwise permitted under the Rogers’ Master Business General Terms and Conditions, no Termination Fee will be payable by you to Rogers.

3.2. **Invoicing.** Monthly recurring charges for Rogers Business Fibre Internet Services are invoiced monthly, in advance on the first of each month. Charges for Rogers Internet Services will commence as of the Service Effective Date. In the first month the charges will be prorated for the number of days in the month after the Service Effective Date. Rogers will, by way of invoice or otherwise, notify you of the Service Effective Date. Service level credits will be applied to your invoice within two billing cycles after Rogers’ approval of your request.

- 3.3. **Additional Charges.** The following circumstances may give rise to additional charges to be paid by you in respect of the Services:
- 3.3.1. **Missed Appointments.** You must be at the Site at the agreed upon date and time for access to the location by the installation technician. If the installation technician arrives at the Site and there is no access, a missed appointment fee of \$100.00 will be charged.
- 3.3.2. **Cancellations/Postponements.** A \$100.00 cancel-before-start fee will be charged for orders or install appointments cancelled or postponed within two (2) Business Days prior to the scheduled installation date.
- 3.3.3. **Failure to Provide LOA.** If an installation is not possible owing to your failure to provide a signed Letter of Authority (LOA), as described below, prior to the installation time for a particular Site, the \$100 cancel-before-start fee will apply.
- 3.3.4. **Additional Work.** Work requested by you and performed by Rogers or its sub-contractors that is outside the scope of these terms will be billed to You at Rogers' then current time and material rates as agreed with you. Work requested and performed outside of Rogers' Business Hours will be subject to an additional charge, to be quoted upon request.
- 3.4. **Hardware.** All hardware purchased from Rogers is covered by the hardware manufacturer's original warranty. Upon request, the Rogers sales team will provide the You with up-to-date warranty information for the hardware. The risk of loss or damage to any materials or hardware shall pass to you upon receipt at your premises, notwithstanding that title to all materials and hardware purchased outright shall pass to you only upon final payment, where applicable.
- 3.5. **Transition of Access.** Any access facility to the Services that are subcontracted by Rogers to a third party may, at any time, be replaced by a Rogers-provided access facility. In such case, in order to facilitate the transition and avoid service disruption to the greatest extent possible, you must reasonably cooperate with Rogers, which includes allowing Rogers' access to your premises and facilities as per Rogers' schedule for the performance of Rogers' transition activities.
- 3.6. **Modem Configuration.** The modem and other hardware devices are configured to provide the maximum modem capabilities between the Site's demarcation point and Rogers. Actual speeds may vary with Internet/network traffic, server, or other factors.
- 3.7. **Service Orders.** You may: (i) order Services for new or existing Sites; and (ii) order changes, additions to, or deactivations of previous orders at existing Sites; in each case by presenting a signed Rogers' Master Business General Terms and Conditions specifying the Services to be ordered, changed, added to or deactivated, as the case may be. Rogers may accept or reject any such orders.
- 3.8. **Letter of Authority.** For each Site not owned by you, prior to the scheduled Services installation date, you are responsible for securing a letter of authority ("LOA") from the Site's owner/landlord in the form and content that Rogers reasonably requires authorizing Rogers or its sub-contractors to install the Services and associated Equipment at the Site.
- 3.9. **Changes to Services.** The Rogers Business Fibre Internet Service to be provided on the Service Effective Date are described herein, however, they may be slightly changed from time to time. For the most up-to-date description of Rogers Business Fibre Internet Services, contact your Rogers account representative for a description of the services. The particulars of Services may vary from Site to Site depending on the location of the Site and the time of provisioning. Rogers may discontinue or amend Services from time to time. If the Rogers Business Fibre Internet service discontinues or amends any service offering, Rogers will provide an alternate Internet Service consistent with the commercial connection services generally offered by Rogers to other commercial customers. If the service discontinues or amends any Internet Service offerings provided by Rogers hereunder and if it makes alternate services not comparable to those initially provided by Rogers hereunder available at similar price points, Rogers may source and provide such alternative services to you.
- 3.10. **Configuration and Installation Warranty.**

- i) Where Rogers configured and installed the Optical Network Terminal (ONT), Rogers warrants that it will correct operational, performance, or security deficiencies related to the ONT's configuration or installation, free of charge, for the duration of the Initial Service Term.

#### 4. **Service Level Object ("SLO").**

4.1. **Overview.** These SLOs describe service levels for the Rogers Business Fibre Internet service.

4.2. **Policy.** If you experience performances of the Rogers Business Fibre Internet Services that does not meet the applicable metrics set out in this SLO, then Rogers will **not** issue you a Service Credit or compensation of any kind will be available for failure to meet an SLO. All defined terms are set out in these terms or in the Rogers' Master Business General Terms and Conditions.

4.3. **Access Availability and MTTR.** Access Availability and MTTR are included with all formats of Rogers Business Fibre Internet Services.

4.3.1. **Access Availability.** Rogers will endeavour to provide you with the Access Availability performance set out in Table 2 for the network access that connects your Site to the IP network. Network access encompasses all elements from, and including, the PE router to the designated Rogers demarc on your Site.

**TABLE 2: Access Availability by Access Type**

Access Type	Monthly Access Availability
E1000 Access	> 99.9%

4.3.2. **Mean Time to Repair (MTTR).** Rogers will endeavour to provide you with a Mean Time to Repair (MTTR) set out in Table 3 when the network access that connects your Site to the IP network is Out of Service. Network access encompasses all elements from, and including, the PE router to the designated Rogers demarc on your Site.

**TABLE 3: Mean Time to Repair by Access Type**

Access Type	MTTR
E1000 Access	4 Hours

4.4. **Network Availability.** Rogers will endeavour to provide the Network Availability set out in Table 4. This SLO validates the reliability of the Rogers Core Network.

**TABLE 4: Network Availability**

Description	Availability
Committed Network Core	>99.999%



## SIP Trunking Services

The following terms pertain specifically to SIP Services supplied by Rogers to you.

1. **Definitions.** The following definitions are used in these terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.
- 1.1. **"Acceptable Downtime"** — In calculating whether or not Rogers has met the commitments in any specific month lack of availability owing to downtime for any of the reasons set out below will not be factored into the SLA calculations:
  - i) Your delays including, but not limited to: (i) acts or omissions by you, your agents or vendors;
  - ii) inaccurate, incomplete or changes to previously accepted orders;
  - iii) during an event of Force Majeure, as described in these terms;
  - iv) Your failure to materially comply with your obligations as defined in these terms, including failure to pay valid past-due amounts; order suspensions due to your credit worthiness;
  - v) during Scheduled Maintenance;
  - vi) troubles resolved as "No Trouble Found";
  - vii) outages of less than 60 seconds in duration;
  - viii) time attributed to your delay in responding to Rogers requests for assistance to repair an outage;
  - ix) the failure of any equipment owned and maintained by you on your premise, beyond the local telephone companies demarcation device or smart-jack;
  - x) hardware, operating system, and application failures or security breaches on local area network (LAN) components, wide area network (WAN) components, servers, or workstations that were not configured by Rogers;
  - xi) failures or security breaches caused by improper use, improper care, or damage to devices by the your employees or a third party;
  - xii) failures or security breaches caused by the movement of hardware by you or a third party, electrical and power irregularities, or abnormal use;
  - xiii) failures or security breaches, where a device's configuration, IOS/Software, or hardware has been modified by you or a third party;
  - xiv) failures or security breaches caused by undocumented hardware, IOS/Software, or other manufacturer deficiency; or
  - xv) failures or security breaches caused by hardware, IOS/Software, or other deficiencies, that were documented by the manufacturer following the implementation of the Service by Rogers.
- 1.2. **"Access Availability"** — means the percentage of time in a given month that your specific access was available to pass traffic. Access Availability metrics are measured solely against Out of Service conditions on access elements. Access encompasses all elements from (and including) the PE router to the designated Rogers or third party provider demarc on your Site. CPEs are not designated to be part of the access. Access Availability metrics are based solely on Out of Service statistics collected by the Rogers Trouble Reporting System.

Access Availability is calculated as follows:  
Total amount of time in a specific calendar month (in minutes), minus the total amount of validated Out of Service time (in minutes) during the specific month as measured by Rogers and Rogers trouble tickets (not including maintenance and planned outages), divided by the total amount of time in a specific calendar month (in minutes), and multiplied by hundred (100) (for the percentage).
- 1.3. **"Business Day"** — means Monday to Friday inclusive, excluding statutory holidays observed in the Province of Ontario.
- 1.4. **"Business Hours"** — means 8:00am to 5:00pm local time on a Business Day.
- 1.5. **"Core Network"** — means the Rogers core IP network. This includes all network infrastructure between the PE routers.
- 1.6. **"CPE"** — means Customer Premise Equipment.
- 1.7. **"Ethernet over Cable or EoC"** — Ethernet over Cable is DOCSIS Access which is used for delivering SIP Trunking Services.

- 1.8. “IP” — means Internet Protocol.
- 1.9. “Mean Time to Repair or MTTR” — means the average length of time it took to repair your particular access during a specific month. MTTR metrics are measured solely against Out of Service conditions on access elements. Access encompasses all elements from (and including) the PE router to the designated Telco demarc on your Site. CPEs are not designated to be part of the access. MTTR metrics are based solely on Out of Service statistics collected by the Rogers Trouble Reporting System.
- MTTR is calculated as follows:
- Total amount of validated Out of Service time (in minutes) during a specific calendar month as measured by Rogers and Rogers trouble tickets (not including maintenance and planned outages), divided by the total number of outage incidents on your particular access during a specific calendar month, and divided by sixty (60) (for hours).
- 1.10. “Network Availability” — means the percentage of time during a specific calendar month, that the Core Network was available to pass traffic. Network Availability is based on ticket information from the Rogers Trouble Reporting System:
- Rogers continuously monitors each Network Node for availability. If an Out of Service condition is detected on a specific Network Node, the Core Network will be deemed to be unavailable for the length of the outage. Network Availability is calculated as the total number of minutes that the Core Network was unavailable during a specific month, divided by the total number of minutes in the specific month, multiplied by hundred (100) (for the percentage).
- 1.11. “Network Node” — means the primary nodes on the Core IP Network with dual redundant PE routers.
- 1.12. “No Trouble Found” — means you report a problem that cannot be duplicated by Rogers, after reasonable efforts to do so. For example, you report an Out of Service condition, but Rogers sees its Service up and active with no evidence of a recent outage.
- 1.13. “Out of Service” — When your specific access is unable to transmit or receive data, an “Out of Service” condition will be recorded for your specific access in the Rogers Trouble Reporting System. Out of Service conditions can either be declared automatically by the Rogers Managed Network Service monitoring system, or manually by a Rogers’ technician. If you do not subscribe to Rogers Managed Network Service monitoring, you will assume responsibility for notifying Rogers of any outages. Following your notification, a Rogers’ technician will validate the outage and will manually declare an Out of Service condition in the Rogers Trouble Reporting System.
- 1.14. “PBX” — means Private Branch Exchange. PBX/MLTS (Multi Line Telephone System) is a private telephone network used within an enterprise that connects telephone extensions to the PSTN and provides internal communication for a business.
- 1.15. “PE router” — means Provider Edge router.
- 1.16. “POP” — means point-of-presence.
- 1.17. “PRI” — means Primary Rate Interface. PRI is a telecommunications interface standard used for carrying multiple 23 voice and data transmissions between the network and a user.
- 1.18. “PSTN” — means Public Switched Telephone Network.
- 1.19. “Rogers Business Internet or RBI” — Business Cable Internet Services provides high speed access and connection to the Internet utilizing the Rogers cable network, where possible, or other top-tier communications providers in areas not served by the Rogers Network.
- 1.20. “Scheduled Maintenance” — means any maintenance activities performed on the Rogers network to which your facilities are connected provided that you shall be given at least ten (10) days’ advance notice of such maintenance activities. Such activities are typically performed during the standard maintenance window on Mondays to Fridays, 00:01 and 6:00 am local time.
- 1.21. “SIP” — means Session Initiation Protocol. SIP is a signaling protocol used for initiating, maintaining, and terminating real-time sessions that include voice, video and messaging applications.
- 1.22. “SIP Serviceable OnNet Rate Centers” — means that Rogers is registered as a Competitive Local Exchange Carrier (**“CLEC”**) in these rate centers. CLEC is a telecommunications provider company that

provides local voice services. These are companies that are in competition with other already established carriers generally the incumbent local exchange carrier (“ILEC”).

- 1.23. **“SIP Trunking”** — SIP trunking is a voice over Internet Protocol (VoIP) technology and streaming media service based on the Session Initiation Protocol (SIP) by which SIP trunking providers, also known as Internet Telephony Service Providers (ITSPs), enable businesses to connect their existing telephone systems to the Public Switched Telephone Network (PSTN) using SIP trunks, allowing them to place and receive calls over an IP network.
- 1.24. **“Site”** — means a geographic location where one or more of your Services are delivered.
- 1.25. **“TDM”** — means Time-Division Multiplexing. TDM is a method of transmitting and receiving signals. This signals transmission method is commonly used in legacy voice products.

2. **Description.** The Services have the following components, where purchased by you

- 2.1. **SIP Trunking.** SIP Trunking is delivered to your Site via dedicated IP access circuit(s) routed across Rogers’ Canada-wide fibre optic or cable network in order to bypass public Internet congestion. They leverage the existing redundancy, diversity and rerouting capabilities of your IP network for enterprise-grade voice clarity and the heightened security. SIP Trunking from Rogers provide enterprise-grade voice quality, flexibility and business continuity. SIP Trunking Services allow you to scale quickly to support call volumes. The amount of IP bandwidth required to support the SIP Trunking Services is dependent on the number of SIP Sessions purchased, and an increase in the number of SIP Sessions may require that you purchase additional IP bandwidth. Rogers SIP Trunking services can be delivered on fiber and/or cable access (over EoC or RBI). Where the SIP Trunking Services are provided over RBI, the terms and conditions applicable to the RBI portion of the SIP Trunking Services are set out in the Rogers Business Internet terms.
- 2.2. **SIP Session.** SIP Trunking Services are provided to you in units known as sessions. Each SIP Session is the IP equivalent of a PRI voice channel and represents a virtual connection between your phone system and the PSTN. Rogers’ SIP Trunking Services allow you to purchase the number of SIP Sessions you require to meet your voice calling needs. You may decrease or increase the number of SIP Sessions that you purchase from Rogers over the course of the Initial Service Term for SIP Trunking Services, but a decrease below any Minimum Commitment for SIP Sessions set out in the Agreement may result in Termination Fees.
- 2.3. **Direct Inward Dial (DID) Numbers.** These are individual telephone numbers (NPA+NPX) that transmit dialed telephone traffic directly to the end-user or device associated with such DID. You purchase a specified number of DIDs upon subscription to the SIP Trunking Services. You may decrease or increase the number of DID Numbers that you purchase from Rogers over the course of the Initial Service Term for SIP Trunking Services.
- 2.4. **Integrated Access Device (IAD).** IAD is a Hardware that converts voice media from IP to TDM for legacy PBX/MLTS compatibility. IAD allows you to keep your legacy PBX/MLTS and makes it compatible with the SIP Trunking Services.
- 2.5. **Business Continuity Features.** In order to allow peering of two Sites to have access to the business continuity features below, the two Sites must be either (i) both on private IP (SIP over fiber or SIP over EoC), or (ii) both on public IP (SIP over RBI). For sake of clarity, a Site on public IP cannot be peered with a Site on private IP or and a Site on private IP cannot be peered with a Site on public IP.
  - 2.5.1. **SIP Peer Failover.** With the purchase of SIP Peer failover, Rogers configures the identified SIP Trunk to failover to an alternate SIP Trunk in case of an emergency or an outage. Using this feature, all incoming calls on the identified SIP Trunk can be redirected to an alternate location during failover (maximum of 3 SIP peers).
  - 2.5.2. **SIP Peer Load Balancing.** With the purchase of SIP Peer Load Balancing, Rogers configures the SIP Trunking Services to distribute incoming calls across all active SIP Trunk peers, to maximize the utilization of voice bandwidth (maximum of 3 SIP peers).

2.5.3. **SIP Peer Overflow.** With the purchase of SIP Peer Overflow, Rogers configures the SIP Trunking Services to redirect incoming calls to an alternate identified SIP Trunk in the event that the primary SIP Trunk is fully utilized (maximum of 3 peers).

2.5.4. **Emergency Redirect.** With the purchase of SIP Redirect, Rogers configures the SIP Trunking Services to redirect incoming calls to ring to an alternate SIP Trunk in case of your identified emergency on an as-needed basis.

2.6. **Extended Local Calling.** Rogers SIP Trunking Services allows you to place local calls between all Rogers SIP Servicable OnNet Rate Centres in Canada, as updated from time to time, without incurring long distance charges. Long Distance minutes and charges apply to calls terminating in Canada that are outside Rogers SIP Servicable OnNet Rate Centres, and to all calls terminating outside of Canada.

2.7. **UC Admin Portal.** Rogers SIP Trunking Service includes a secure, web-based portal that gives designated Administrators access to manage users and service features. Rogers makes no representations or warranties regarding the availability or functionality of the UC Admin Portal, which is provided on an as-is basis to you. There are no SLAs associated with the portal. You cannot terminate the Services as a result of outage or unavailability of the UC Admin Portal.

Following features are supported in the UC Admin Portal:

- i) Emergency Redirect. Enable and disable emergency redirect rules as needed and view detailed logs on emergency redirect changes.
- ii) Service Graphs. View product specific graphs that includes session count and call volume. Pre-defined graph data can be viewed based on a rolling day, week, month, or year.
- iii) Call History. View and download up to 12 months of call detail records and call blockage event reports associated to the SIP Trunking service.
- iv) Telephone Number (TN) List. View a list of TNs that are provisioned and active on their SIP trunking service.
- v) 9-1-1 User and Address Management. Add and manage internal users allowing them to update the 9-1-1 address associated to their TN.

2.8. **Long Distance Services.**

- i) Rogers' long distance services provide outbound long distance telecommunications that can be combined with SIP Trunking Services.
- ii) Rogers' long distance services per minute charges are established based on your anticipated long distance traffic volumes, as set out in the Agreement. Where you do not transmit the anticipated long distance traffic volumes for two (2) or more consecutive months, Rogers reserves the right to adjust your per minute charges for long distance services on a going forward basis to the per minute charges tier that most closely represents your actual long distance traffic volumes.
- iii) Per minute rates for international long distance services are standard Rogers international rates, unless otherwise stated in the Agreement.
- iv) Rates for your long distance services are subject to maintaining monthly traffic distribution where: (i) no more than 5% of total minutes originate from or terminate to numbering plan areas (NPAs) 306/709, 819, 867, 705, 807, 418 or any derivations of these NPAs if they were to split at a future date; and (ii) no more than 2% of continental US traffic originate from or terminate to Alaska and/or Hawaii. In the event of any excess of the foregoing traffic distribution restrictions, the Parties agree that such excess traffic shall be charged at a rate of \$.25 per minute.
- v) In the event of resale of long distance services by you without consent, Rogers reserves the right to charge a premium of \$.25 per minute on all mobile, cellular, digital and/or PCS and other non-geographic based terminations terminating internationally.
- vi) You have a choice to obtain from Rogers different call detail reports which display your detailed call information on your long distance and/or toll free service(s). In the event of any discrepancies between such report and Rogers' invoice, information on the invoice prevails.
- vii) In case of discrepancies between any online billing summary and your invoice(s), the charges on your invoice(s) prevail. Rogers is not liable for damages, including any loss of benefits, lost savings or other incidental or consequential damages to you or any other party arising from the use, misuse or inability to use the online billing portal, whether or not Rogers or its authorized representative has been advised of the possibility of such damages.

2.9. **Toll Free Services.**

- i) Rogers' toll free services allow you to receive and be billed for incoming calls from designated Canadian, U.S. and international country codes. Toll free services offer termination of calls via SIP Trunking Services. A number of enhanced routing and call processing features can also be provided by Rogers upon your request.
- ii) Rogers' toll free services per minute charges are established based on your anticipated toll free traffic volumes, as set out in the Agreement. Where you do not transmit the anticipated toll free traffic volumes for two (2) or more consecutive months, Rogers reserves the right to adjust your per minute charges for toll free services on a going forward basis to the per minute charges tier that most closely represents your actual toll free traffic volumes.
- iii) Per minute rates for international toll free services are standard Rogers international rates, unless otherwise stated in the Agreement.
- iv) Your request for specific toll free numbers will be accommodated free of charge subject to number availability. Rogers will have no liability whatsoever for its failure or inability to obtain a requested number for any reason. You may be listed in published telephone directories of telephone companies at the rates specified in those carriers' tariffs.
- v) International Toll Free services (Universal International Freephone Numbering (UIFN) or International Toll Free (ITF)) can be quoted by Rogers upon request. These Toll Free services allow you to receive and be billed for incoming calls from one or many international destinations. A complete list of participating and available countries may be obtained by you through your Rogers representative. Rogers does not establish rules and conditions pertaining to International Toll Free service and therefore cannot be responsible for any unilateral actions taken by foreign administrations.

2.10. **Billing Increments.** International long distance and toll free calls will be billed in six (6) second increments, subject to a thirty (30) second minimum. North American long distance and toll free services will be billed in one (1) second increments, subject to a thirty (30) second minimum.

2.11. **Network Access.** Rogers SIP Trunking Services are supported by Rogers' own reliable fibre and/or cable accesses and accesses provided to Rogers from a variety of third party carriers across Canada. Ethernet access support service speeds up to 1 Gbps. Service speeds up to 10 Gbps can be supported by fibre based access subject to a full site survey prior to order.

2.12. **Diversity.** Rogers supports a number of ways to provide physical diversity to your Site. All diversity requests are subject to a full site survey prior to order. Following completion of the survey, Rogers will inform you of the proposed diversity option(s) that are available. Pricing will be provided at this time.

- i) **Access Diversity.** Rogers supports access diversity by establishing a secondary diverse access between your Site and the Rogers POP. You can switch traffic from the primary access to the diverse access or can run traffic on both access simultaneously. This provides you with a level of access resilience for the Services that run over the access.
- ii) **Route Diversity.** Route diversity is when Rogers provides two similar access technologies which travel on geo-diverse paths to the Rogers POP.
- iii) **POP Diversity.** POP diversity is when Rogers provides two similar access technologies which travel on geo-diverse paths that do not cross and terminate at two different Rogers POPs.

2.13. **Demarcation Point.** The access demarcation is an end point of the Rogers network that interfaces with your internal network. Demarcation interface is a port facing your internal network on a router/switch/modem (depending on access technology) provided by Rogers or Rogers' partner.

2.14. **Interface.** The following Table 1 lists the options for access interfaces. Note: Access interface is dependent on technology and availability.

**TABLE 1: Ethernet Interfaces**

Name	Physical	Speed	Standard
E10	RJ-45	10Mb/s	10Base-T
E100	RJ-45	100Mb/s	100Base-T



E1000	RJ-45	1000Mb/s	1000Base-T
E100	SFP	100Mb/s	100Base-FX
GE	SFP	1000Mb/s	1000Base-FX
10GE	SFP+/XFP	100000Mb/s	10GBase-X

The default network access provided by Rogers includes one (1) physical port per Site. Additional ports are available when multiple services are added to a single network access. Additional charges may apply and will be quoted upon request.

### 3. **Terms and Conditions.**

3.1. **Termination Fees.** If you terminate the SIP Trunking Services for any reason other than for Cause as permitted under these terms, or if Rogers terminates the SIP Trunking Services for Cause as permitted under these terms, you shall pay to Rogers, as liquidated damages and not as a penalty, an amount which is equal to the sum of:

- i) fifty percent (50%) of the average monthly charges for the terminated Service(s) (as determined over the previous three months) multiplied by the number of months remaining in the Initial Service Term from the effective date of termination;
- ii) any cost which Rogers must continue to pay to third parties for the remainder of the applicable Initial Service Term as a result of the early termination of the applicable Services that exceeds the amount set out in (i) above;
- iii) a lump sum representing the amortized remainder of any waived or discounted installation or one-time charges associated with the terminated Service(s) in consideration of your commitment to the Initial Service Term for such Services; and
- iv) if the Hardware costs were amortized in the monthly charges, one hundred percent (100%) of the remaining value of such Hardware.

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

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

### 3.2. **Charges.**

- i) The SIP Trunking Services require a dedicated IP circuit at each Site where the SIP Trunking Services will be delivered. The dedicated IP circuit at each Site will be charged separately.
- ii) SIP Trunking Services will be provided at the per SIP session rate set out in the Agreement, with a minimum of five (5) SIP sessions and one (1) DID being required for activation.
- iii) Upon delivery of the SIP Trunking Services to you by Rogers, you will have a maximum of ten (10) days to perform interoperability testing, after which ten (10) days Rogers will commence billing for the SIP Trunking Services.
- iv) SIP Trunking Services are billed on a monthly basis. Monthly charges will be prorated for the first partial month of service.
- v) Where you request the move, add, change, or disconnect of new or existing SIP Trunking Services, Rogers will charge a move-add-change-disconnect (MACD) charge to you.

3.3. **Additional Work.** Work requested by you and performed by Rogers or its sub-contractors that is outside the scope of this Schedule will be billed to you at Rogers' then current time and material rates. Work requested and performed outside of Rogers' Business Hours will be subject to an additional charge, to be quoted upon request.

3.4. **Transition of Access.** Any access facility to the Services that are subcontracted by Rogers to a third party may, at any time, be replaced by a Rogers-provided access facility. In such case, in order to facilitate the transition and avoid service disruption to the greatest extent possible, you must reasonably cooperate with



Rogers, which includes allowing Rogers' access to your premises and facilities as per Rogers' schedule for the performance of Rogers' transition activities.

- 3.5. **Timing of Calls.** Per minute charges are based on call duration measured in accordance with the foregoing increments, with any partial cent amounts rounded to six (6) decimal places on a per call basis. Fractions of an increment will be billed as an entire increment. The timing of calls will begin upon Rogers' receipt of answer supervision (where available) and will terminate when Rogers' switching equipment receives either a signal from the local telephone company that the calling party or the called party has disconnected the telephone, or an equivalent signal. For all SIP Trunking Services, call timing (or duration) will be determined conclusively by Rogers' network system.
- 3.6. **Unauthorized Charges.** You must immediately notify Rogers by calling Rogers Customer Care in the event that the SIP Trunking Services are used in an unauthorized manner. You will be responsible to pay Rogers for all charges up to the time you notify Rogers Customer Care of the breach. You also agree to treat as confidential and non-transferable all access codes and/or passwords that Rogers may provide to you for use with the SIP Trunking Services.
- 3.7. **Calling Features.** The SIP Trunking Services do not support 0+ calling (including, without limitation, third party billing calls, 1-900 or calling card calls). The SIP Trunking Services may not support 3-1-1, 5-1-1 and/or other n11 calling (other than certain specified dialing such as 9-1-1 and 7-1-1, which are provided for elsewhere in this Schedule) in one or more (or all) service areas.
- 3.8. **Emergency 9-1-1 Provincial Fee.** The emergency 9-1-1 provincial fee charged by your province may be billed each month as part of Rogers' monthly charge for SIP Trunking Services.
- 3.9. **9-1-1 Limitations and Your Responsibilities.** Because of the unique nature of calls over SIP Trunking Services, emergency calls to 9-1-1 may be handled differently than traditional wireless or wireline voice service. If you are not comfortable with the limitations of 9-1-1 emergency calls, Rogers recommends that you not purchase SIP Trunking Services or consider an alternate means for accessing traditional 9-1-1 emergency services. The following provisions describe the differences and limitations of 9-1-1 emergency calls, and you hereby acknowledge and understand the differences between traditional 9-1-1 service and SIP Trunking Services with respect to 9-1-1 calls placed to emergency services from your account as described below.
- i) **Your 9-1-1 Emergency Address.** When you first subscribe to SIP Trunking Services, you will be asked to provide the full address for the most likely service location for all employees. You may only register one (1) 9-1-1 Emergency Address per user and it must be a location in Canada. You are responsible for providing, maintaining and updating correct contact information and emergency address for your organization; you're your employees at least twice per year, and every time the primary service location associated with the user is changed. If you do not correctly identify the actual location where each user is located, or if the service location has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site.
  - ii) **Placing 9-1-1 Calls.** When you dial 911 from a traditional land line telephony or mobile service, your call routes automatically to the proper Public Safety Answering Point ("PSAP") based on the location you are calling from. When you place a 9-1-1 emergency call from the SIP Trunking Services, it will route the 9-1-1 call to a specialized emergency call centre that will transfer the call to the correct PSAP by using the 9-1-1 Emergency Address on record or based on the location the user provided to the 9-1-1 operator. When using SIP Trunking Services to dial 9-1-1, the user must immediately inform the 9-1-1 operator of their location (or the location of the emergency, if different) if able to do so. It is important that the user not hang up unless directly told to do so, and if disconnected, immediately dial 9-1-1 again. If your user uses SIP Trunking Services to dial 9-1-1 and the Internet connection is lost, the call to 9-1-1 will drop and the specialized emergency call center and/or PSAP will not have any method of re-connecting with the user. If this occurs, the user should dial 9-1-1 again.
  - iii) **Accuracy of 9-1-1 Information.** You agree to provide true, accurate, current and complete 9-1-1 Emergency Address and other information to Rogers and are responsible for maintaining and updating the 9-1-1 Emergency Address associated with SIP Trunking Services. If you do not update your 9-1-1 Emergency Address and your user does not correctly identify the location of the emergency, 9-1-1 calls made using SIP Trunking Services will be routed based on the previously provided 9-1-1 Emergency Address and therefore may be routed to the incorrect PSAP for the emergency location. If your user placing an emergency call is unable to speak, the dispatcher may not be able to locate the user's location if you

have failed to update the applicable 9-1-1 Emergency Address. You may update your 9-1-1 Emergency Addresses via a Rogers-provided self-serve portal. If the validation service on the self-service portal is not able to recognize the proposed 9-1-1 Emergency Address update, you will be provided with a recommendation for correction of the 9-1-1 Emergency Address. If you choose to override the recommendation, the applicable 9-1-1 Emergency Address may not be properly validated and updated. Therefore, in the event of an emergency, it is important for the user to immediately inform the 9-1-1 operator of their location (or the location of the emergency, if different). It is strongly encouraged that each user always has an alternate means of accessing 9-1-1.

- iv) **Connection Time and Technical Difficulties.** For technical reasons, a 9-1-1 call may produce a busy signal or take longer to answer as compared to traditional 9-1-1 calls, or if the Internet connection being used to place the call isn't working properly. The 9-1-1 service will not function if the Internet access point and underlying Wi-Fi network is not configured correctly, does not have the bandwidth to carry a call, or if the SIP Trunking Services are not functioning for any reason, including but not limited to, power outage, Wi-Fi or broadband service outage or suspension, network or Internet congestion or disconnection, mobile network outage or service disconnection due to billing issues or breach of your terms.
- v) **Features Not Available for 9-1-1 and SIP Trunking Services.** Some features will not be available for 9-1-1 Calling using SIP Trunking Services, like Call Transfer (a user cannot transfer a 9-1-1 call or transfer another call to 9-1-1), Conference Call (a 9-1-1 call cannot be included in a conference call) and Call Forwarding (a user cannot forward calls to 9-1-1). In addition, a user will not be able to put a 9-1-1 call on hold. The Text-with-9-1-1 service is not available for 9-1-1 Calling using SIP Trunking Services (a user cannot communicate with 9-1-1 operators via text message for deaf, hard of hearing or speech impaired users).
- vi) **Limitation of Liability.** You are responsible for notifying, and agrees to notify, any user or potential users of your SIP Trunking Services of the nature and limitations of 9-1-1 emergency calls on the SIP Trunking Services as described herein. Rogers and its service providers disclaim all responsibility for the conduct of PSAPs, all other third parties involved in the provision of emergency response services and any technical difficulties associated with the functioning of the 9-1-1 service. Rogers and its service providers do not have any control over PSAPs and are therefore not responsible for whether they answer 9-1-1 calls made using SIP Trunking Services, how they answer these calls, or how they handle these calls. Rogers and its service providers rely on third parties to assist in the provision of 9-1-1 services, and disclaim any and all liability for acts or omissions by third parties in the provision of 9-1-1 services. Neither Rogers nor its service providers, officers or employees may be held liable for any claim, damage, or loss (including, without limitation, legal fees) by, or on behalf of, you or any third-party user of 9-1-1 dialing capability over SIP Trunking Services.

3.10. **Service Interruption.** With respect to SIP Trunking Services, you acknowledge that long distance, toll free and local services (including, without limitation, emergency 9-1-1 service) may be temporarily unavailable during the porting of your telephone number(s) from your previous local telephone company's network to Rogers' network (where applicable), and agrees that Rogers is not liable for any such suspension of service nor for any loss or damages that may result.

3.11. **DISCLAIMER.** EXCEPT WHERE OTHERWISE REQUIRED BY APPLICABLE LAW, WHERE THE SIP TRUNKING SERVICES ARE PROVIDED OVER RBI, THE SIP TRUNKING SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER ROGERS, NOR ANY INTERNET SERVICE PROVIDER ("ISP"), WARRANTS THE PERFORMANCE, AVAILABILITY, UNINTERRUPTED USE OF OR OPERATION OF THE INTERNET, ANY CONNECTION TO THE INTERNET, THE PRODUCTS, ROGERS NETWORK OR ISP'S INTERNET FACILITIES, ROGERS EQUIPMENT, OR ANY FEATURE OF THE FOREGOING. FURTHER, NEITHER ROGERS NOR ANY ISP WARRANTS THAT ANY DATA OR FILES SENT BY OR TO YOU OR ANY OF YOUR END-USER(S) (WHETHER BY E-MAIL OR OTHERWISE) WILL BE TRANSMITTED, TRANSMITTED IN UNCORRUPTED FORM, OR TRANSMITTED WITHIN A REASONABLE PERIOD OF TIME.

3.12. **Unsolicited Messages.** The SIP Trunking Services may not be used to send unsolicited, bulk or commercial messages or for any other unsolicited communications. This includes, without limitation, using automatic dialing and announcing devices to or otherwise make unsolicited voice or facsimile calls and bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. The transmission of unsolicited calls using the SIP Trunking Services

for the transmission of unsolicited calls, broadcasting or transmitting unsolicited facsimile advertisements is regulated by the Canadian Radio-Television and Telecommunications Commission. In the event of a breach of this provision, Rogers may terminate the SIP Trunking Services for Improper Use.

### 3.13. **Telephone Numbers.**

- i) Rogers cannot guarantee the availability of a telephone number prior to the activation of the applicable telephone number. Rogers is not liable for any claims, actions, demands, loss or damages resulting from the advertisement, publication, distribution or other use of a telephone number prior to, or following, the activation of the telephone number.
- ii) Rogers reserves the right to change telephone numbers assigned to SIP Trunking Services customers if such change is required by the Canadian Numbering Administrator, which governs the allocation of telephone numbers in Canada. Rogers agrees to provide reasonable notice of any such required change in telephone numbers except where circumstances beyond Rogers' reasonable control prohibit or preclude Rogers from being able to provide a reasonable period of notice.

## 4. **Service Levels Agreement.**

4.1. **Policy.** SIP Trunking Services performance should meet the applicable Service Level Agreement ("SLA") set out in this Section. However, where the SIP Trunking Services are provided over RBI, no SLAs are applicable, and therefore, no Service Credit will be issued by Rogers with respect to such SIP Trunking Services.

## 4.2. **Access Availability and MTTR SLA.**

### 4.2.1. **Access Availability SLA.**

4.2.1.1. **Access Availability SLA.** Rogers will provide you with an Access Availability performance SLA from the network access that connects your Site to the PE router at the edge of the Rogers Core Network. Network access encompasses all elements from, and including, the PE router to the designated Rogers or third party demarc on your Site. CPE is not considered as part of the network access. Access Availability commitments are determined by the type of access into your particular Site.

4.2.1.2. **Access Availability Credit.** If Rogers has failed to meet the applicable Access Availability SLA for a particular Site in any given billing month, you must contact your Rogers sales representative and apply for credit within fifteen (15) Business Days starting from the fifteenth (15<sup>th</sup>) day of the following billing month. Upon confirmation by Rogers that the Access Availability SLA was not met, Rogers will issue a Service Credit to you. The Service Credit will equal the applicable amount from Table 2 for the monthly recurring charges for the affected accesses in the applicable month.

**TABLE 2: Access Availability SLA**

Access Type	Monthly Access Availability	Service Credit
Ethernet Access (E10, E100 and GE, 10GE)	> 99.9%	10% of the monthly recurring Ethernet access charges for your affected Site.
Ethernet Over Cable	>99.5%	10% of the monthly recurring charges for EoC access charges for your affected Site.
Business Internet	N/A	N/A

### 4.2.2. **MTTR SLA.**

4.2.2.1. **MTTR SLA.** Rogers will provide you with a Service Credit when Rogers fails to meet the MTTR SLA set out in Table 3 below. MTTR SLAs are based on the location of and the access type deployed on your Site. MTTR SLA only apply to your locations that are within fifty (50) km (or thirty (30) miles) of a Rogers' network POP.

4.2.2.2. **MTTR Credit.** If Rogers has failed to meet the applicable MTTR SLA for a particular Site in any given billing month, you must contact your Rogers sales representative and apply for credit within fifteen (15) Business Days starting from the fifteenth (15<sup>th</sup>) day of the following billing month. Upon confirmation by Rogers that the MTTR SLA was not met, Rogers will issue a Service Credit to you. The Service Credit will equal the applicable amount from Table 3 for the monthly recurring charges for the affected accesses in the applicable month.

**TABLE 3: Mean Time to Repair SLA by Access Type**

Access Type	Monthly MTTR	Service Credit
Ethernet Access	< 4 h	10% of the monthly recurring Ethernet access charges for your affected Site.
Ethernet over Cable	< 48 h	10% of the monthly recurring charges for EoC access charges for your affected Site.
Business Internet	N/A	N/A

4.3. **Network Availability SLA.** Network Availability is an SLA that validates the reliability of the SIP Trunking Services on the Rogers Core Network.

4.3.1. **Network Availability SLA.** If Network Availability does not meet or exceed the applicable percentage set out in Table 4 in a given month for reasons other than Acceptable Downtime, then Rogers will provide a Service Credit to you.

4.3.2. **Network Availability Validation.** You must request each month's measurements from your Rogers sales representative by the fifteenth (15<sup>th</sup>) day of the following month. Rogers network performance reports will be used to determine Network Availability metrics and credits.

4.3.3. **Network Availability Credit.** If you believe that Rogers has failed to meet the committed Network Availability percentage set out in Table 4, you must contact your Rogers sales representative and apply for credit. Upon Rogers' verification that the actual Network Availability in the specific month was less than the committed Network Availability for reasons other than Acceptable Downtime, Rogers will issue a Service Credit as specified in Table 4.

**TABLE 4: Network Availability SLA**

Committed Network Availability	Service Credit
Greater than or equal to 99.99%	10% of the monthly recurring SIP Trunking Services charges for the affected SIP Session(s).

4.4. **SLA Terms and Conditions.**

4.4.1. **Monthly Service Credit.** The combined cumulative total of all Service Credits issued for a specific calendar month for SIP Trunking Services will not exceed the total monthly recurring charges for your affected SIP Trunking Services invoiced during such specific calendar month.

## SIP Voice for Microsoft Teams

The following terms pertain specifically to SIP Voice for Microsoft Teams Services supplied by Rogers to you.

1. **Definitions.** The following definitions are used in these terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.
- 1.1. **“Acceptable Downtime”** — In calculating whether or not Rogers has met the commitments in any specific month lack of availability owing to downtime for any of the reasons set out below will not be factored into the SLA calculations:
  - i) Your delays including, but not limited to: (i) acts or omissions by you, your agents or vendors; (ii) inaccurate, incomplete or changes to previously accepted orders; (iii) unavailable and/or your faulty premises, unavailable and/or faulty CPE and/or facilities necessary to install the Services; or, (iv) extension of access circuit demarcation point by you without Rogers approval;
  - ii) during an event of Force Majeure, as described in the Agreement;
  - iii) Your failure to materially comply with your obligations as defined in the Agreement, including failure to pay valid past-due amounts; order suspensions due to your credit worthiness;
  - iv) during Scheduled Maintenance;
  - v) troubles resolved as “No Trouble Found”;
  - vi) outages of less than 60 seconds in duration;
  - vii) time attributed to your delay in responding to Rogers requests for assistance to repair an outage;
  - viii) the failure of any of your owned and maintained equipment on your premise, beyond the local telephone companies demarcation device or smart-jack;
  - ix) hardware, operating system, and application failures or security breaches on local area network (LAN) components, wide area network (WAN) components, servers, or workstations that were not configured by Rogers;
  - x) failures or security breaches caused by improper use, improper care, or damage to devices by your employees or a third party;
  - xi) failures or security breaches caused by the movement of hardware by you or a third party, electrical and power irregularities, or abnormal use;
  - xii) failures or security breaches, where a device’s configuration, IOS/Software, or hardware has been modified by you or a third party;
  - xiii) failures or security breaches caused by undocumented hardware, IOS/Software, or other manufacturer deficiency; or
  - xiv) failures or security breaches caused by hardware, IOS/Software, or other deficiencies, that were documented by the manufacturer following the implementation of the Service by Rogers.
- 1.2. **“Business Day”** — means Monday to Friday inclusive, excluding statutory holidays observed in the Province of Ontario.
- 1.3. **“Business Hours”** — means 8:00am to 5:00pm local time on a Business Day.
- 1.4. **“Core Network”** — means the Rogers core IP network. This includes all network infrastructure between the PE routers.
- 1.5. **“IP”** — means Internet Protocol.
- 1.6. **“Network Availability”** — means the percentage of time during a specific calendar month, that the Core Network was available to pass traffic. Network Availability is based on ticket information from the Rogers Trouble Reporting System:

Rogers continuously monitors each Network Node for availability. If an Out of Service condition is detected on a specific Network Node, the Core Network will be deemed to be unavailable for the length of the outage. Network Availability is calculated as the total number of minutes that the Core Network was unavailable during a specific month, divided by the total number of minutes in the specific month, multiplied by hundred (100) (for the percentage).
- 1.7. **“Network Node”** — means the primary nodes on the Core IP Network with dual redundant PE routers.
- 1.8. **“No Trouble Found”** — means Rogers Customer reports a problem that cannot be duplicated by Rogers, after reasonable efforts to do so. For example, you report an Out of Service condition, but Rogers sees its Service up and active with no evidence of a recent outage.



- 1.9. **“Out of Service”** — When your specific access is unable to transmit or receive data, an “Out of Service” condition will be recorded for your specific access in the Rogers Trouble Reporting System. Out of Service conditions can either be declared automatically by the Rogers Managed Network Service monitoring system, or manually by a Rogers’ technician. If you do not subscribe to Rogers Managed Network Service monitoring, you will assume responsibility for notifying Rogers of any outages. Following your notification, a Rogers’ technician will validate the outage and will manually declare an Out of Service condition in the Rogers Trouble Reporting System.
  - 1.10. **“PE router”** — means Provider Edge router.
  - 1.11. **“PSTN”** — means Public Switched Telephone Network.
  - 1.12. **“Scheduled Maintenance”** — means any maintenance activities performed on the Rogers network to which your facilities are connected provided that you shall be given at least ten (10) days’ advance notice of such maintenance activities. Such activities are typically performed during the standard maintenance window on Mondays to Fridays, 00:01 and 6:00 am local time.
  - 1.13. **“SIP”** — means Session Initiation Protocol. SIP is a signaling protocol used for initiating, maintaining, and terminating real-time sessions that include voice, video, and messaging applications.
  - 1.14. **“SIP Serviceable OnNet Rate Centers”** — means that Rogers is registered as a Competitive Local Exchange Carrier (**“CLEC”**) in these rate centers. CLEC is a telecommunications provider company that provides local voice services. These are companies that are in competition with other already established carriers generally the incumbent local exchange carrier (**“ILEC”**).
2. **Description.** This product description pertains specifically to SIP Voice for Microsoft Teams Services supplied by Rogers to you. SIP Voice for Microsoft Teams Services have the following components, where purchased by you:
- 2.1. **SIP Voice for Microsoft Teams:** SIP Voice for Microsoft Teams is a managed service provided by Rogers which manages geo-redundant Session Border Controllers (“SBCs”) directly connected to the Microsoft Azure cloud. This model removes the need for hardware-based servers at your premise. The SIP Voice for Microsoft Teams Services can work with any Internet connection and there are no specific network access requirements. By using Rogers fully managed SIP Voice for Microsoft Teams Services, you get new Canadian phone numbers or move your existing Canadian phone numbers to Rogers (where available within the Rogers local footprint) and use them in conjunction with Microsoft Teams phone system services. You can use Microsoft Teams client to make and receive calls. You must have eligible Microsoft 365 subscriptions to use SIP Voice for Microsoft Teams Services. The services facilitate the use by individual employees/users of your existing or new Canadian phone numbers for calling purposes. You may subscribe to the services on a monthly or annual basis, as set out in the Agreement. Rogers provides no guarantee of Quality of Service related to voice connectivity while using SIP Voice for Microsoft Teams Services. The quality of the voice connectivity is dependent on your internet bandwidth speeds and performance of the public Internet and/or mobile cellular networks. SIP Voice for Microsoft Teams Services requires a user to be signed in with your
  - 2.2. correct username and password on a minimum of one endpoint/device in order to use the services. You have the option to self-install and configure the services via Microsoft 365 Teams admin portal or may purchase Professional Services from Rogers, including but not limited to the configuration of your Microsoft Teams Operator Trunk, the configuration of your users, and the setup of Auto Attendants and Call Queues. These Professional Services are subject to additional terms and conditions, provided to you at the time of purchase.
  - 2.3. **Operator Connect SIP Session.** Operator Connect SIP Session is the IP voice channel and represents a virtual connection between your Microsoft Teams phone system and the PSTN. Rogers’ SIP Voice for Microsoft Teams Services allow you to purchase the number of Operator Connect SIP Sessions you require to meet your voice calling needs. You may decrease or increase the number of Operator Connect SIP Sessions that you purchase from Rogers over the course of the Initial Service Term for SIP Voice for Microsoft Teams Service, but a decrease below any Minimum Commitment for Operator Connect SIP Sessions set out in the Agreement may result in Termination Fees.
  - 2.4. **Direct Inward Dial (DID) Numbers.** These are individual telephone numbers (NPA+NPX) that transmit dialed telephone traffic directly to the end-user or device associated with such DID. You purchase a specified number of DIDs upon subscription to the SIP Voice for Microsoft Teams Service. You may decrease or increase the number of DID Numbers that you purchase from Rogers over the course of the Initial Service Term for SIP Voice for Microsoft Teams Service.



2.5. **Extended Local Calling.** Rogers SIP Voice for Microsoft Teams Service allow you to place local calls between all Rogers SIP Servicable OnNet Rate Centres in Canada, as updated from time to time, without incurring long distance charges. Long Distance minutes and charges apply to calls terminating in Canada that are outside Rogers SIP Servicable OnNet Rate Centres, and to all calls terminating outside of Canada.

2.6. **UC Admin Portal.** Rogers SIP Voice for Microsoft Teams Service includes a secure, web-based portal that gives designated Administrators access to manage users and service features. Rogers makes no representations or warranties regarding the availability or functionality of the UC Admin Portal, which is provided on an as-is basis to you. There are no SLAs associated with the UC Admin Portal. You cannot terminate the Services as a result of outage or unavailability of the UC Admin Portal.

Following features are supported in the UC Admin Portal:

- a. 9-1-1 User and Address Management. Add and manage internal users allowing them to update the 9-1-1 address associated to their TN.
- b. Telephone Number (TN) List. View a list of TNs that are provisioned and active on their SIP Voice for Microsoft Teams Service.  
Call History. View and download up to 12 months of call detail records and call blockage event reports associated to the SIP Voice for Microsoft Teams Service.

## 2.7. **Long Distance Services.**

- i) Rogers' long distance services provide outbound long distance telecommunications that can be combined with SIP Voice for Microsoft Teams Service.
- ii) Rogers' long distance services per minute charges are established based on your anticipated long distance traffic volumes, as set out in the Agreement. Where you do not transmit the anticipated long distance traffic volumes for two (2) or more consecutive months, Rogers reserves the right to adjust your per minute charges for long distance services on a going forward basis to the per minute charges tier that most closely represents your actual long distance traffic volumes.
- iii) Per minute rates for international long distance services are standard Rogers international rates, unless otherwise stated in the Agreement.
- iv) Rates for your long distance services are subject to maintaining monthly traffic distribution where: (a) no more than 5% of total minutes originate from or terminate to numbering plan areas (NPAs) 306/709, 819, 867, 705, 807, 418 or any derivations of these NPAs if they were to split at a future date; and (b) no more than 2% of continental US traffic originate from or terminate to Alaska and/or Hawaii. In the event of any excess of the foregoing traffic distribution restrictions, the Parties agree that such excess traffic shall be charged at a rate of \$.25 per minute.
- v) In the event of resale of long distance services by you without consent, Rogers reserves the right to charge a premium of \$.25 per minute on all mobile, cellular, digital and/or PCS and other non-geographic based terminations terminating internationally.
- vi) You have a choice to obtain from Rogers different call detail reports which display your detailed call information on your long distance and/or toll free service(s). In the event of any discrepancies between such report and Rogers' invoice, information on the invoice prevails.
- vii) In case of discrepancies between any online billing summary and your invoice(s), the charges on your invoice(s) prevail. Rogers is not liable for damages, including any loss of benefits, lost savings or other incidental or consequential damages to you or any other party arising from the use, misuse or inability to use the online billing portal, whether or not Rogers or its authorized representative has been advised of the possibility of such damages.

## 2.8. **Toll Free Services.**

- i) Rogers' toll free services allow you to receive and be billed for incoming calls from designated Canadian, U.S. and international country codes. Toll free services offer termination of calls via SIP Voice for Microsoft Teams Services. A number of enhanced routing and call processing features can also be provided by Rogers upon your request.
- ii) Rogers' toll free services per minute charges are established based on your anticipated toll free traffic volumes, as set out in the Agreement. Where you do not transmit the anticipated toll free traffic volumes for two (2) or more consecutive months, Rogers reserves the right to adjust your per minute charges for toll free services on a going forward basis to the per minute charges tier that most closely represents your actual toll free traffic volumes.
- iii) Per minute rates for international toll free services are standard Rogers international rates, unless otherwise stated in the Agreement.

- iv) Your requests for specific toll free numbers will be accommodated free of charge subject to number availability. Rogers will have no liability whatsoever for its failure or inability to obtain a requested number for any reason. You may be listed in published telephone directories of telephone companies at the rates specified in those carriers' tariffs.
- v) International Toll Free services (Universal International Freephone Numbering (UIFN) or International Toll Free (ITF)) can be quoted by Rogers upon request. These Toll Free services allow you to receive and be billed for incoming calls from one or many international destinations. A complete list of participating and available countries may be obtained by you through your Rogers representative. Rogers does not establish rules and conditions pertaining to International Toll Free service and therefore cannot be responsible for any unilateral actions taken by foreign administrations.

2.9. **Billing Increments.** International long distance and toll free calls will be billed in six (6) second increments, subject to a thirty (30) second minimum. North American long distance and toll free services will be billed in one (1) second increments, subject to a thirty (30) second minimum.

### 3. **Terms and Conditions.**

3.1. **Termination Fees.** If you terminate the SIP Voice for Microsoft Teams Services for any reason other than for Cause as permitted under the Agreement, or if Rogers terminates the SIP Voice for Microsoft Teams 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:

- i) fifty percent (50%) of the average monthly charges for the terminated Service(s) (as determined over the previous three months) multiplied by the number of months remaining in the Initial Service Term from the effective date of termination;
- ii) any cost which Rogers must continue to pay to third parties for the remainder of the applicable Initial Service Term as a result of the early termination of the applicable Services that exceeds the amount set out in (i) above;
- iii) a lump sum representing the amortized remainder of any waived or discounted installation or one-time charges associated with the terminated Service(s) in consideration of your commitment to the Initial Service Term for such Services; and

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

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

### 3.2. **Charges.**

- i) SIP Voice for Microsoft Teams Services will be provided at the per Operator Connect SIP Session rate set out in the Agreement, with a minimum of five (5) Operator Connect SIP Sessions and one (1) DID being required for activation.
- ii) Upon delivery of the SIP Voice for Microsoft Teams Services to you by Rogers, you will have a maximum of ten (10) days to perform interoperability testing, after which ten (10) days Rogers will commence billing for the SIP Voice for Microsoft Teams Services.
- iii) SIP Voice for Microsoft Teams Services are billed on a monthly basis. Monthly charges will be prorated for the first partial month of service.
- iv) Where you request the move, add, change, or disconnect of new or existing SIP Voice for Microsoft Teams Services, Rogers will charge a move-add-change-disconnect (MACD) charge to you.

3.3. **Additional Work.** Work requested by You and performed by Rogers or its sub-contractors that is outside the scope of these terms will be billed to you at Rogers' then current time and material rates. Work requested and performed outside of Rogers' Business Hours will be subject to an additional charge, to be quoted upon request.

3.4. **Timing of Calls.** Per minute charges are based on call duration measured in accordance with the foregoing increments, with any partial cent amounts rounded to six (6) decimal places on a per call basis. Fractions of an increment will be billed as an entire increment. The timing of calls will begin upon Rogers' receipt of answer supervision (where available) and will terminate when Rogers' switching equipment receives either a signal from the local telephone company that the calling party or the called party has disconnected the telephone, or

an equivalent signal. For SIP Voice for Microsoft Teams Services, call timing (or duration) will be determined conclusively by Rogers' network system.

- 3.5. **Unauthorized Charges.** You must immediately notify Rogers by calling Rogers Customer Care in the event that the SIP Voice for Microsoft Teams Services are used in an unauthorized manner. You will be responsible to pay Rogers for all charges up to the time you notify Rogers Customer Care of the breach. You also agree to treat as confidential and non-transferable all access codes and/or passwords that Rogers may provide to you for use with the SIP Voice for Microsoft Teams Services.
- 3.6. **Calling Features.** The SIP Voice for Microsoft Teams Services do not support 0+ calling (including, without limitation, third party billing calls, 1-900 or calling card calls). The SIP Voice for Microsoft Teams Services may not support 3-1-1, 5-1-1 and/or other n11 calling (other than certain specified dialing such as 9-1-1 and 7-1-1, which are provided for elsewhere in these terms) in one or more (or all) service areas.
- 3.7. **Emergency 9-1-1 Provincial Fee.** The emergency 9-1-1 provincial fee charged by your province may be billed each month as part of Rogers' monthly charge for SIP Voice for Microsoft Teams Services.
- 3.8. **9-1-1 Limitations and Your Responsibilities.** Because of the unique nature of calls over SIP Voice for Microsoft Teams Services, emergency calls to 9-1-1 may be handled differently than traditional wireless or wireline voice service. If you are not comfortable with the limitations of 9-1-1 emergency calls, Rogers recommends that you not purchase SIP Services for Microsoft Teams, or consider an alternate means for accessing traditional 9-1-1 emergency services. The following provisions describe the differences and limitations of 9-1-1 emergency calls, and you hereby acknowledge and understand the differences between traditional 9-1-1 service and SIP Voice for Microsoft Teams Services with respect to 9-1-1 calls placed to emergency services from your account as described below.
- i) **Your 9-1-1 Emergency Address.** When you first subscribe to SIP Voice for Microsoft Teams Services, you will be asked to provide the full address for the most likely service location for all employees. You may only register one (1) 9-1-1 Emergency Address per user and it must be a location in Canada. You are responsible for providing, maintaining and updating correct contact information and emergency address for your organization and your employees at least twice per year, and every time the primary service location associated with the user is changed. If you do not correctly identify the actual location where each user is located, or if the service location has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site.
  - ii) **Placing 9-1-1 Calls.** When you dial 911 from a traditional land line telephony or mobile service, your call routes automatically to the proper Public Safety Answering Point ("PSAP") based on the location you are calling from. When you place a 9-1-1 emergency call from the SIP Voice for Microsoft Teams Services, it will route the 9-1-1 call to a specialized emergency call centre that will transfer the call to the correct PSAP by using the 9-1-1 Emergency Address on record or based on the location the user provided to the 9-1-1 operator. When using SIP Voice for Microsoft Teams Services to dial 9-1-1, the user must immediately inform the 9-1-1 operator of their location (or the location of the emergency, if different) if able to do so. It is important that the user not hang up unless directly told to do so, and if disconnected, immediately dial 9-1-1 again. If your user uses SIP Voice for Microsoft Teams Services to dial 9-1-1 and the Internet connection is lost, the call to 9-1-1 will drop and the specialized emergency call centre and/or PSAP will not have any method of re-connecting with the user. If this occurs, the user should dial 9-1-1 again.
  - iii) **Accuracy of 9-1-1 Information.** You agree to provide true, accurate, current and complete 9-1-1 Emergency Address and other information to Rogers and are responsible for maintaining and updating the 9-1-1 Emergency Address associated with SIP Voice for Microsoft Teams Services. If you do not update your 9-1-1 Emergency Address and your user does not correctly identify the location of the emergency, 9-1-1 calls made using SIP Voice for Microsoft Teams Services will be routed based on the previously provided 9-1-1 Emergency Address and therefore may be routed to the incorrect PSAP for the emergency location. If your user placing an emergency call is unable to speak, the dispatcher may not be able to locate the user's location if you have failed to update the applicable 9-1-1 Emergency Address. You may update your 9-1-1 Emergency Addresses via a Rogers-provided self-serve portal. If the validation service on the self-service portal is not able to recognize the proposed 9-1-1 Emergency Address update, you will be provided with a recommendation for correction of the 9-1-1 Emergency Address. If you choose to override the recommendation, the applicable 9-1-1 Emergency Address may not be properly validated and updated. Therefore, in the event of an emergency, it is important for the user to immediately inform the 9-1-1 operator of their location (or the location of the emergency, if different). It is strongly encouraged that each user always has an alternate means of accessing 9-1-1.

- iv) **Connection Time and Technical Difficulties.** For technical reasons, a 9-1-1 call may produce a busy signal or take longer to answer as compared to traditional 9-1-1 calls, or if the Internet connection being used to place the call isn't working properly. The 9-1-1 service will not function if the Internet access point and underlying Wi-Fi network is not configured correctly, does not have the bandwidth to carry a call, or if the SIP Voice for Microsoft Teams Services are not functioning for any reason, including but not limited to, power outage, Wi-Fi or broadband service outage or suspension, network or Internet congestion or disconnection, mobile network outage or service disconnection due to billing issues or breach of your Agreement.
- v) **Features Not Available for 9-1-1 and SIP Voice for Microsoft Teams Services.** Some features will not be available for 9-1-1 Calling using SIP Voice for Microsoft Teams Services, like Call Transfer (a user cannot transfer a 9-1-1 call or transfer another call to 9-1-1), Conference Call (a 9-1-1 call cannot be included in a conference call) and Call Forwarding (a user cannot forward calls to 9-1-1). In addition, a user will not be able to put a 9-1-1 call on hold. The Text-with-9-1-1 service is not available for 9-1-1 Calling using SIP Voice for Microsoft Teams Services (a user cannot communicate with 9-1-1 operators via text message for deaf, hard of hearing or speech impaired users).
- vi) **Limitation of Liability.** You are responsible for notifying, and agrees to notify, any user or potential users of your SIP Services for Microsoft Teams of the nature and limitations of 9-1-1 emergency calls on the SIP Services for Microsoft Teams as described herein. Rogers and its service providers disclaim all responsibility for the conduct of PSAPs, all other third parties involved in the provision of emergency response services and any technical difficulties associated with the functioning of the 9-1-1 service. Rogers and its service providers do not have any control over PSAPs and are therefore not responsible for whether they answer 9-1-1 calls made using SIP Voice for Microsoft Teams Services, how they answer these calls, or how they handle these calls. Rogers and its service providers rely on third parties to assist in the provision of 9-1-1 services, and disclaim any and all liability for acts or omissions by third parties in the provision of 9-1-1 services. Neither Rogers nor its service providers, officers or employees may be held liable for any claim, damage, or loss (including, without limitation, legal fees) by, or on behalf of, you or any third-party user of 9-1-1 dialing capability over SIP Voice for Microsoft Teams Services.

3.9. **Service Interruption.** With respect to SIP Voice for Microsoft Teams Services, you acknowledge that long distance, toll free and local services (including, without limitation, emergency 9-1-1 service) may be temporarily unavailable during the porting of your telephone number(s) from your previous local telephone company's network to Rogers' network (where applicable) and agrees that Rogers is not liable for any such suspension of service nor for any loss or damages that may result.

3.10. **Unsolicited Messages.** The SIP Voice for Microsoft Teams Services may not be used to send unsolicited, bulk or commercial messages or for any other unsolicited communications. This includes, without limitation, using automatic dialing and announcing devices to or otherwise make unsolicited voice or facsimile calls and bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. The transmission of unsolicited calls using the SIP Voice for Microsoft Teams Services for the transmission of unsolicited calls, broadcasting or transmitting unsolicited facsimile advertisements is regulated by the Canadian Radio-Television and Telecommunications Commission. In the event of a breach of this provision, Rogers may terminate the SIP Voice for Microsoft Teams Services for Improper Use.

3.11. **Telephone Numbers.**

- i) Rogers cannot guarantee the availability of a telephone number prior to the activation of the applicable telephone number. Rogers is not liable for any claims, actions, demands, loss or damages resulting from the advertisement, publication, distribution or other use of a telephone number prior to, or following, the activation of the telephone number.
- ii) Rogers reserves the right to change telephone numbers assigned to SIP Voice for Microsoft Teams Services customers if such change is required by the Canadian Numbering Administrator, which governs the allocation of telephone numbers in Canada. Rogers agrees to provide reasonable notice of any such required change in telephone numbers except where circumstances beyond Rogers' reasonable control prohibit or preclude Rogers from being able to provide a reasonable period of notice.

4. **Service Levels Agreement.**

- 4.1. **Policy.** SIP Voice for Microsoft Teams Services performance should meet the applicable Service Level Agreement (“**SLA**”) set out in this Section. However, where the SIP Voice for Microsoft Teams Services are provided over RBI, no SLAs are applicable, and therefore, no Service Credit will be issued by Rogers with respect to such SIP Voice for Microsoft Teams Services.
- 4.2. **Network Availability SLA.** Network Availability is an SLA that validates the reliability of the SIP Voice for Microsoft Teams Services on the Rogers Core Network.
- 4.2.1. **Network Availability SLA.** If Network Availability does not meet or exceed the applicable percentage set out in Table 4 in a given month for reasons other than Acceptable Downtime, then Rogers will provide a Service Credit to you.
- 4.2.2. **Network Availability Validation.** You must request each month’s measurements from your Rogers sales representative by the fifteenth (15<sup>th</sup>) day of the following month. Rogers network performance reports will be used to determine Network Availability metrics and credits.
- 4.2.3. **Network Availability Credit.** If you believe that Rogers has failed to meet the committed Network Availability percentage set out in Table 1, you must contact your Rogers sales representative and apply for credit. Upon Rogers’ verification that the actual Network Availability in the specific month was less than the committed Network Availability for reasons other than Acceptable Downtime, Rogers will issue a Service Credit as specified in Table 1.

**TABLE 1: Network Availability SLA**

Committed Network Availability	Service Credit
Greater than or equal to 99.99%	10% of the monthly recurring charges for the affected Operator Connect SIP Session(s).

- 4.3. **SLA Terms and Conditions.**
- 4.3.1. **Monthly Service Credit.** The combined cumulative total of all Service Credits issued for a specific calendar month for SIP Voice for Microsoft Teams Services will not exceed the total monthly recurring charges for your affected SIP Voice for Microsoft Teams Services invoiced during such specific calendar month.