

Operator Connect Mobile for Microsoft Teams

This Schedule sets out the additional terms and conditions that apply to the Customer's subscription to the Rogers Operator Connect Mobile for Microsoft Teams ("**Services**") provided by Rogers Communications Canada Inc. ("**Rogers**"), details of which are stipulated in the Product Quotation. This Schedule is an attachment to and forms an integral part of the Customer's Rogers for Business Agreement (the "**Agreement**") with Rogers. The Customer agrees to be bound by the terms and conditions set out in the Agreement, which include without limitation this attachment and any other attachments to the Agreement.

1. **Definitions.** The following definitions are used in this Schedule. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.
- 1.1. "**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) 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 CPE and/or facilities necessary to install the Services; or (iv) extension of access circuit demarcation point by Customer without Rogers approval;
 - ii) during an event of Force Majeure, as described in the Agreement;
 - iii) 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;
 - iv) during Scheduled Maintenance;
 - v) troubles resolved as "No Trouble Found";
 - vi) outages of less than 60 seconds in duration;
 - vii) time attributed to Customer's delay in responding to Rogers requests for assistance to repair an outage;
 - viii) the failure of any Customer owned and maintained equipment on the Customer's 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 the Customer's employees or a third party;
 - xi) failures or security breaches caused by the movement of hardware by the Customer 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 the Customer 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. "**Microsoft Azure Peering Service**" or "**MAPS**" — means the Microsoft Teams based networking service that enhances customer connectivity to Microsoft cloud services.
- 1.7. "**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).

- 1.8. **“Network Node”** — means the primary nodes on the Core IP Network with dual redundant PE routers.
- 1.9. **“No Trouble Found”** — means Rogers 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 its Service up and active with no evidence of a recent outage.
- 1.10. **“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. Out of Service conditions can either be declared automatically by the Rogers Managed Network Service monitoring system, or manually by a Rogers’ technician. If a Customer does not subscribe to Rogers Managed Network Service monitoring, the Customer will assume responsibility for notifying Rogers of any outages. 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.
- 1.11. **“PE router”** — means Provider Edge router.
- 1.12. **“PSTN”** — means Public Switched Telephone Network.
- 1.13. **“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.
- 1.14. **“TN”** – means Telephone Number List.

2. **Description.** This Services have the following components, where purchased by the Customer:

- 2.1. **Operator Connect Mobile for Microsoft Teams:** Operator Connect Mobile for Microsoft Teams is a managed service provided by Rogers which utilizes geo-redundant Session Border Controllers (“**SBCs**”) that connect from the Rogers 5G Wireless network into the Microsoft Azure cloud. The Services can work with any Internet connection that meets current Microsoft Teams minimum bandwidth standards.
 - 2.1.1. The Services work in conjunction with an existing Rogers wireless account. By using the Services, the Customer can get new Canadian wireless phone numbers or move their existing Canadian wireless phone numbers to Rogers (where available within the Rogers wireless local footprint) and use them in conjunction with Microsoft Teams phone system services.
 - 2.1.2. Customer can use Microsoft Teams client or Teams certified hardware to make and receive calls. Customer can also make calls to and from their native Rogers wireless device without the need to use a Microsoft Teams application. Customers can enjoy the benefits of advanced Teams phone system functions based on Teams user policies any time they are connected to a Rogers VOLTE or Rogers VOLTE partner Network.
 - 2.1.3. Neither billing nor roaming rules will change when the Service is added to Customer’s wireless plan. Customer must have a Microsoft Teams subscription to use the Services. The Services facilitate the use by individual employees/users of their existing or new Canadian phone numbers for calling purposes. Customer may subscribe to the Services on a monthly or annual basis, as set out in the Product Quotation.
 - 2.1.4. Rogers provides no guarantee of quality of service related to voice connectivity while using the Services. The quality of the voice connectivity and any advanced Teams policy functions are dependent on the Customer’s internet bandwidth speeds and performance of the public Internet and/or mobile cellular networks.
 - 2.1.5. The Services require a user to be signed in with their correct username and password on a minimum of one endpoint/device in order to use the Services. The Customer has the option to self-install and configure the Services via the Microsoft Teams admin portal or may purchase Professional Services from Rogers,

including but not limited to the configuration of the Customer's Microsoft Teams Operator Trunk, the configuration of End Users, and the setup of Auto Attendants and Call Queues. These Professional Services are subject to additional terms and conditions, provided to the Customer at the time of purchase as described in section 2.6 of this Schedule.

2.2. **PSTN Access**

- 2.2.1. The Services includes Public Switched Telephone Network (PSTN) access for all user types, subject to service availability under CRTC regulations, as follows:
- 2.2.2. The Services for subscribers are available within the Rogers Wireless Network footprint, as well as within Rogers extended coverage and roaming zones, subject to certain feature limitations, and subject to the additional charges or usage limits associated with such zones.
- 2.2.3. Details of the current Rogers Wireless Network, Extended Coverage can be found at ww.rogers.com and are subject to change without notice.

2.3. **Direct Inward Dial (DID) Numbers**

- 2.3.1. Each Service subscription includes one unique wireless Direct Inward Dial ("**DID**") number which allows PSTN callers to directly reach individual users. Each user must be provisioned with a DID even where the user is leveraging Teams-based dialing.
- 2.3.2. **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. The Customer purchases a specified number of DIDs upon subscription to the Operator Connect Mobile for Microsoft Teams Service. The Customer may decrease or increase the number of DID Numbers that they purchase from Rogers
- 2.4. **UC Admin Portal.** The Service includes a secure, web-based portal that gives designated Administrators access to manage users 911 address configuration. 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 the Customer. There are no SLAs associated with the UC Admin Portal. The Customer cannot terminate the Services as a result of outage or unavailability of the UC Admin Portal. The following features are supported in the UC Admin Portal:
 - 2.4.1. 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.
 - 2.4.2. Telephone Number List. View a list of TNs that are provisioned and active on their Operator Connect Mobile for Microsoft Teams Service.

2.5. **Long Distance:** When placing long distance calls using the Service, the following terms apply:

- 2.5.1. Rogers' wireless long-distance services provide outbound long-distance telecommunications Unlimited Canadian long distance services are included in all plans for the Services. Per minute rates for North American and International long-distance services are standard Rogers' international rates, unless otherwise stated in the Product Quotation.
- 2.5.2. In the event of resale of long-distance services by the Customer without consent, Rogers reserves the right to charge a premium of \$0.25 per minute on all mobile, cellular, digital and other non-geographic based terminations terminating Internationally.
- 2.5.3. Customer has a choice to obtain from Rogers different call detail reports which display Customer's detailed call information on their long-distance service(s). In the event of any discrepancies between such report and Rogers' invoice, information on the invoice prevails.
- 2.5.4. In case of discrepancies between any online billing summary and the Customer's invoice(s), the charges on the Customer's invoice(s) prevail. Rogers is not liable for damages, including any loss of benefits, lost

savings or other incidental or consequential damages to the Customer 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.

2.6. **Professional Services.** Where Professional Services are either required or requested by Customer and performed by Rogers or its sub-contractors that are outside the scope of this Schedule, Customer will be provided with a separate Statement of Work (“SOW”) detailing the scope and 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.

2.7. **Service Exclusions:** The following Rogers wireless services are not available to Service subscribers:

- 2.7.1. Rogers One Number™
- 2.7.2. UMA - Wi-Fi Calling
- 2.7.3. Wireless Priority Services
- 2.7.4. Ringback tunes
- 2.7.5. Advanced Call Manager
- 2.7.6. Teletypewriter
- 2.7.7. Rogers WhoCalled

2.8. **Wireless Usage**

2.8.1. Mobile subscriptions require that each Customer user also have active Rogers’ corporately paid wireless plan and device.

2.8.2. Any charges for extra airtime, messaging, roaming and call forwarding minutes beyond the Customer’s then-current wireless plan allowances will be charged at applicable overage rates as set out in the Customer’s Rogers wireless price plan.

3. **Service Terms and Conditions**

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

3.1.1. all costs up to the date of termination.

3.1.2. 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 subsection 3.1.1 above;

3.1.3. a lump sum representing the amortized remainder of any waived or discounted installation or one-time charges associated with the terminated Service(s) in consideration of the Customer’s commitment to the Service Term for such Services; and

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

3.2. **Charges**

3.2.1. Services are billed on a monthly, per-user subscription basis. The Service billing begins as soon as a new user has been activated on the Services and monthly charges will be prorated for the first partial month of service.

- 3.2.2. Monthly Recurring Charges for the Services are subscription fee based and will be fixed for the duration of the Service Term set out in the attached Product Quotation. Any Service subscriptions added during the Service Term will be charged at the per subscription rate set out in the applicable Product Quotation.
- 3.2.3. Customer is billed for the Services while utilizing their Rogers wireless device pursuant to the terms of their Rogers wireless rate card subscription.
- 3.2.4. **Unauthorized Charges.** Customer must immediately notify Rogers by calling Rogers Customer Care in the event that the Operator Connect Mobile for Microsoft Teams Services are used in an unauthorized manner. Customer will be responsible to pay Rogers for all charges up to the time the Customer notifies Rogers Customer Care of the breach. The Customer also agrees to treat as confidential and non-transferable all access codes and/or passwords that Rogers may provide to the Customer for use with the Operator Connect Mobile for Microsoft Teams Services.
- 3.3. **Calling Features.** The 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 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.
- 3.4. **9-1-1 Limitations and Customer Responsibilities.** Because of the unique nature of calls over Operator Connect Mobile for Microsoft Teams Services, emergency calls to 9-1-1 when using Microsoft Teams phone system may be handled differently than traditional wireless voice service. All standard wireless 911 capabilities available to your native Rogers wireless device will remain unchanged when using the native dialer on the customer wireless handset. Any limitations to 911 outlined hereafter are specific to the Teams phone system calling experience when using the Teams mobile or desktop apps. If the Customer is not comfortable with the limitations of 9-1-1 emergency calls when using the app, Rogers recommends that the Customer always use their native wireless dialer for the best possible next generation 911 experience. The following provisions describe the differences and limitations of 9-1-1 emergency calls when using the Teams app, and you hereby acknowledge and understand the differences between traditional wireless 9-1-1 service and Operator Connect Mobile for Microsoft Teams Services with respect to 9-1-1 calls placed to emergency services from your account as described below.
- 3.4.1. **Your 9-1-1 Emergency Address.** When the Customer first subscribes to Operator Connect Mobile for Microsoft Teams Services, they will be asked to provide the full address for the most likely service location for all employees. The Customer may only register one (1) 9-1-1 Emergency Address per user and it must be a location in Canada. The Customer is responsible for providing, maintaining and updating correct contact information and emergency address for its organization and its employees at least twice per year, and every time the primary service location associated with the user is changed. If the Customer does 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.
- 3.4.2. **Placing 9-1-1 Calls.** When Customer dials 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 a Customer places a 9-1-1 emergency call from the Operator Connect Mobile for Microsoft Teams Services using the Teams App, 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 Operator Connect Mobile 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 Customer user uses Operator Connect Mobile 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.
- 3.4.3. **Accuracy of 9-1-1 Information.** The Customer agrees 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 Operator Connect Mobile for Microsoft Teams Services. If the Customer does not update its 9-1-1 Emergency Address and the Customer’s user does not correctly identify the location of the emergency, 9-1-1 calls made using Operator Connect Mobile 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 the Customer's user placing an emergency call is unable to speak, the dispatcher may not be able to locate the user's location if the Customer has failed to update the applicable 9-1-1 Emergency Address. The Customer may update its 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, the Customer will be provided with a recommendation for correction of the 9-1-1 Emergency Address. If the Customer chooses 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.

- 3.4.4. **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 Operator Connect Mobile 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 the Customer's Agreement.
- 3.4.5. **Features Not Available for 9-1-1 and Operator Connect Mobile for Microsoft Teams Services.** Some features will not be available for 9-1-1 Calling using Operator Connect Mobile 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 Operator Connect Mobile 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).
- 3.4.6. **Limitation of Liability.** The Customer is responsible for notifying, and agrees to notify, any user or potential users of the Customer's 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 Operator Connect Mobile 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, the Customer or any third-party user of 9-1-1 dialing capability over Operator Connect Mobile for Microsoft Teams Services.
- 3.4.7. Operator Connect for Microsoft Teams Mobile users will receive Rogers Enhanced 911 (E911) support by default when on the cellular network. In the event that mobile devices are connecting via Wi-Fi, 911 support in alignment with CRTC regulations for nomadic VoIP services will be provided.
- 3.4.8. Operator Connect Mobile for Microsoft Teams mobile users will receive different methods of 911 support dependent on device type:
- i. Mobile devices will receive Wireless Enhanced 9-1-1 (E9-1-1) support by default when on the cellular network. In the event that mobile devices are connecting via Wi-Fi, basic 9-1-1 support in alignment with CRTC regulations will be provided
 - ii. Each Operator Connect for Microsoft Teams application deployed on a PC/MAC or as a mobile or tablet application is associated with an address which is captured at service activation and can be updated by the designated Customer system administrator or authorized end user. The most current Customer provided address associated with a Operator Connect for Microsoft Teams Softphone device will be communicated to the 9-1-1 call-taker in the event that the device places a 911 call.
- 3.5. **Service Interruption.** With respect to Operator Connect Mobile for Microsoft Teams Services, the Customer acknowledges that long distance, toll free and local services (including, without limitation,

emergency 9-1-1 service) may be temporarily unavailable during the porting of the Customer's telephone number(s) from the Customer's 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.

3.6. **Unsolicited Messages.** The Operator Connect Mobile 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 Operator Connect Mobile 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 Operator Connect Mobile for Microsoft Teams Services for Improper Use.

3.6.1. If the Customer cancels its primary wireless subscription associated with the Services, the number must be unassigned from Microsoft Phone system to complete the cancellation.

3.6.2. Microsoft Teams policy-based advanced functions include, but are not limited to, compliance recording, callerID and alternate call routing will be available any time a Rogers wireless VOLTE connection or a connection to a partner carrier is available. Rogers will provide reasonable support for policy-based Teams advanced functions but cannot guarantee availability of these services when the Customer is experiencing poor reception, roaming on a non-affiliated network or roaming internationally.

3.7. **Network Connectivity Requirements**

3.7.1. The Customer is responsible for providing suitable network access and bandwidth to support the operation of **the** Services for its users at all sites, and for keeping such bandwidth adjusted appropriately in consideration of changes in the number of subscriptions to the Service. Network connectivity and provisioned bandwidth must be sufficient to accommodate the Customer's Service voice traffic, in addition to any data traffic the Customer may wish to support. Network access and bandwidth required for Customer's use of the Services are not included in the Services user pricing and must be quoted by Rogers separately. The Internet or data bandwidth required to support the Services is determined by several factors including required PSTN access and internal calling patterns and will be mutually agreed upon by Rogers and the Customer during design discussion.

3.7.2. In the event that the Customer chooses to deliver the Services to remote sites over a wireless network provided by a third party carrier, the Customer acknowledges and agrees that Rogers is not responsible for the failure or non-performance of the Services caused by the performance of the third party wireless network or issues with interconnection to, from or within such third party's network.

3.7.3. Customers using any app based Internet based telephony over their existing network either at a commercial or residential premise must provide the appropriate bandwidth for the concurrent call paths required and ensure all necessary ports are opened on firewalls to support SIP-based traffic.

3.7.4. At a minimum, every Customer must provide sufficient Internet connectivity to reach the Service web portal. This Internet connectivity is required to provide system administration access and to support the Services device management requirements that are only available via the Services web portal.

3.7.5. In the event that the Customer chooses to access and deliver Services app over the public Internet, the Customer acknowledges and agrees that Rogers is not responsible for the failure or non-performance of the Services caused by issues with the public Internet.

3.7.6. The Customer must have mobile data or WiFi Internet connectivity to access the Teams app for use with the Services.

4. **Service Level Agreement.**

- 4.1. **Policy.** Operator Connect Mobile for Microsoft Teams Services performance should meet the applicable Service Level Agreement (“**SLA**”) set out in this Section. However, where the Operator Connect Mobile for Microsoft Teams Services are provided over Internet, no SLAs are applicable, and therefore, no Service Credit will be issued by Rogers with respect to such Operator Connect Mobile for Microsoft Teams Services.
- 4.2. **Microsoft Azure Peering Services Network SLA.** If MAPS Network Availability does not meet or exceed the applicable percentage set out in Table 1 in a given month for reasons other than Acceptable Downtime, then Rogers will provide the specified Service Credit to the Customer.
- 4.3. **Network Availability Credit.** If Customer believes that Rogers has failed to meet the committed MAPS Network Availability percentage set out in Table 1, the Customer must contact its Rogers sales representative and apply for credit. Upon Rogers’ verification that the actual MAPS Network Availability in the specific month was less than the committed MAPS Network Availability for reasons other than Acceptable Downtime, Rogers will issue a Service Credit as specified in Table 1 below:

TABLE 1: Network Availability SLA

Committed MAPS 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).

- 4.4. **Maximum Monthly Service Credit.** The combined cumulative total of all Service Credits issued for a specific calendar month for the Services will not exceed ten (10%) percent of the total monthly recurring charges for the Customer’s affected Services invoiced during such specific calendar month.