

Microsoft Office 365 Delivered by Rogers

The following terms apply to your purchase of Microsoft Office 365 delivered by Rogers, provided by Rogers' supplier, Microsoft Corporation.

1. **Scope of Products and Services.** Rogers sells or license the suite of products and services known as Microsoft Office 365 to Customer on a per user per month basis, as more fully described in the Materials ("Office 365 delivered by Rogers"). The current suite of products and services in Office 365 delivered by Rogers includes Microsoft Exchange Online (for email), Skype for Business (for conferencing/messaging) and Microsoft SharePoint Online (for document management), as well as the set of software referred to as Microsoft Office. The Customer also has the option to purchase through Rogers certain migration assistance and/or professional services for the configuration and installation of Office 365 delivered by Rogers (the "Professional Services").
2. **Trial Services.** Rogers may also offer Office 365 delivered by Rogers to you on a free, one (1) month trial basis, which trial will be subject to these Terms (the "Trial Services"). If, at the conclusion of the one (1) month trial period, you have not purchased Office 365 delivered by Rogers for a Commitment Period, your use of Office 365 delivered by Rogers will be immediately terminated, and you will have thirty (30) days to retrieve and migrate its data from Office 365 delivered by Rogers platform. Upon the conclusion of this thirty (30) day period, Rogers and/or its licensor shall have the right to delete and destroy all of Customer's data remaining on the Office 365 delivered by Rogers platform, without liability to the Customer.
3. **License.** Rogers grants Customer a non-exclusive, non-transferable, worldwide and limited right to access and use Office 365 delivered by Rogers and to install and use the Office 365 delivered by Rogers Software. These rights are (a) non-perpetual unless explicitly stated otherwise (such as through the buy-out option) and (b) conditional on Customer's continued compliance with these Terms. Unless Customer obtains perpetual licenses under an available buy-out option from Rogers, Office 365 delivered by Rogers Software obtained under this Service Agreement lasts only for the Commitment Period for Office 365. Any references in the Materials to running Office 365 delivered by Rogers Software on a perpetual basis apply only if Customer obtains perpetual licenses under an applicable buy-out option.

Rogers grants Customer licenses for the number of copies of the Office 365 delivered by Rogers Software that Customer ordered. Licenses must be assigned to a single user. License rights are not related to fulfillment of software media. Customer's acquisition of software media (if any) or access to a network source does not affect Customer's license to Office 365 delivered by Rogers Software obtained under these Terms. Rogers license Office 365 delivered by Rogers Software to Customer, we do not sell it.
4. **Limitations on Use.** Customer may not reverse engineer, decompile or disassemble any Office 365 delivered by Rogers Software, except where applicable law permits it despite this limitation. Customer may not rent, lease, lend, resell, or host to or for third parties any Office 365 delivered by Rogers Services, except as expressly permitted in these Terms. Each user license entitles a single user to install the Office 365 delivered by Rogers Software on up to five (5) non-mobile devices, and on an unlimited number of compatible mobile devices, but a user can only log on to five (5) devices simultaneously. Other than this right to use the Software on up to five (5) devices simultaneously,

Customer may not separate and use the components of Office 365 delivered by Rogers on multiple computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in these Terms. In downloading or using Office 365 delivered by Rogers, Customer may require certain hardware and may utilize certain bandwidth, for which the cost and responsibility will be borne entirely by the Customer.

5. Non-Office 365 by Rogers Software. Customer is solely responsible for any non-Office 365 delivered by Rogers software that it installs or use with Office 365 delivered by Rogers. Rogers is not a party to and is not bound by any terms governing Customer's use of non-Office 365 delivered by Rogers software. Without limiting the foregoing, non-Office 365 delivered by Rogers software or scripts linked to or referenced from any Office 365 delivered by Rogers website, are licensed to Customer under the open source licenses used by the third parties that own such code, not by Rogers.

If Customer installs or uses any non-Office 365 delivered by Rogers software with Office 365, Customer directs and controls the installation in and use of such software in Office 365 through its actions (e.g., through Customer's use of application programming interfaces and other technical means that are part of Office 365). Rogers will not run or make any copies of such non-Office 365 delivered by Rogers software outside of its relationship with Customer.

If Customer installs or uses any non-Office 365 delivered by Rogers software with Office 365 delivered by Rogers, it may not do so in any way that would subject Rogers' or its licensor's intellectual property or technology to obligations beyond those included in these Terms.

6. Supplemental Software. To enable optimal access and use of certain Office 365 delivered by Rogers Services, Customer may need to install Supplemental Software. Customer may use Supplemental Software only to support the applicable Office 365 delivered by Rogers Services.

Rogers may check the version of the Supplemental Software Customer is using and recommend or download updates, with or without notice, to Customer's devices. Failure to install updates may affect Customer's ability to use certain functions of the Office 365 delivered by Rogers Services. Customer's right to use the Supplemental Software ends when its right to use Office 365 delivered by Rogers ends or when Office 365 delivered by Rogers is updated and the Supplemental Software no longer supports it, whichever comes first. Customer must uninstall the Supplemental Software when its right to use it ends. Rogers may also disable it at that time.

7. Right to re-image. In certain cases, Customer may re-image a software product on a device by using the Office 365 delivered by Rogers Software. Customer may use the Software provided to it pursuant to these Terms provided that:

- (a) it has a valid license for each copy of the Software product that is re-imaged;
- (b) the Office 365 delivered by Rogers Software, language, version, and components are identical to the software product, language, version, and all components they replace and the number of instances of the re-imaged software product permitted remains the same;
- (c) except for copies of an operating system and copies of software product licensed under another Microsoft program, the Office 365 delivered by Rogers Software type (e.g., upgrade or full license) is identical to the software product type being re-imaged;

(d) Customer complies with any specific requirements for re-imaging identified by Rogers or its licensor; and

(e) Customer agrees that re-images made under this subsection remain subject to the terms and use rights provided with the Software product upon original purchase.

This subsection does not create or extend any warranty or support obligation.

8. Effect of termination or expiration on Office 365 delivered by Rogers. With the exception of Trial Services, which are described in Section 91 above, if the Customer's Commitment Period expires or its rights under these Terms are terminated by Rogers, then Customer must delete all copies of Office 365 delivered by Rogers Software licensed under these Terms and destroy any associated media. Rogers may ask you to provide written certification of the deletion and destruction. Upon expiration or termination of these Terms for Office 365 delivered by Rogers, the Customer will have ninety (90) days to retrieve and migrate its data from Office 365 delivered by Rogers platform. Upon the conclusion of this ninety (90) day period, Rogers and/or its licensor shall have the right to delete and destroy all of Customer's data remaining on the Office 365 delivered by Rogers platform, without liability to the Customer.

9. Limited Warranty. Rogers warrants that the Office 365 delivered by Rogers Software will perform substantially as described in the applicable Materials. The warranty period for this limited warranty is one (1) year from the date Customer first installs or utilizes the applicable Office 365 delivered by Rogers Software. This limited warranty is subject to the following limitations:

(a) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one (1) year from the start of the limited warranty;

(b) this limited warranty does not cover problems caused by accident, abuse or use of Office 365 delivered by Rogers in a manner inconsistent with these Terms;

(c) this limited warranty does not apply to problems caused by the failure to meet minimum system requirements; and

(d) this limited warranty does not apply to free, trial, pre-release or beta versions of Office 365 delivered by Rogers.

If Rogers fails to meet any of the above limited warranties and Customer notifies Rogers within the warranty period that Office 365 delivered by Rogers does not meet the limited warranty, then Rogers will, at our option, either (1) return the price paid or (2) repair the Office 365 delivered by Rogers Software.

These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

10. Professional Services. The Customer also has the option of purchasing the Professional Services, including but not limited to the configuration of the Customer's Office 365 delivered by Rogers account, the configuration of Customer's users, and the migration of Customer's existing email data to Office 365 delivered by Rogers. These Professional Services would be provided by a Rogers' subcontractor, and would be subject to the terms of a Statement of Work between the Customer and Rogers.

11. Unintended Use. Office 365 delivered by Rogers is not intended, and should not be used, for the following purposes:

(a) if you are a Canadian federal or provincial government or government agency, or an employee or agent thereof;

(b) if you intend to transmit data that is subject to foreign export controls;

(c) if you have a license to use Content that limits your usage to a particular jurisdiction, and you intend to use Office 365 delivered by Rogers to access such Content from outside of the intended jurisdiction;

(d) if you intend to transmit data that contains Personal Health Information, as that term is defined in applicable Personal Health Information Protection legislation.

Conditions specific to Rogers Voice with Skype for Business

12. Rogers Voice with Skype for Business Services (“Rogers Voice with Skype for Business”) are certain mobile telephony Services, including local voice access, instant messaging, long distance calling, international calling, video conferencing, VoIP and other features as determined by Rogers and its supplier in their sole discretion. Rogers Voice with Skype for Business requires that the Customer have an existing Microsoft Office 365 software license, and requires that the Rogers Voice with Skype for Business add-on license is purchased for each user that the Customer wishes to have use of Rogers Voice with Skype for Business. Rogers grants Customer licenses for the number of copies of the Rogers Voice with Skype for Business add-on licenses that Customer ordered. Add-on licenses must be assigned to a single user. Cancellation or termination of either the Customer’s add-on license(s) or the Microsoft Office 365 license(s) will result in the Rogers Voice with Skype for Business Services ceasing to be available for the Customer’s use.
13. Rogers provides the voice connectivity and phone number integration with Microsoft to provide the Rogers Voice with Skype for Business Services. All other components of the Rogers Voice with Skype for Business Services are not controlled by or provided directly by Rogers. Rogers Voice with Skype for Business is not a wireless PSTN service and is not governed by any regulations relating to wireless services.
14. Rogers Voice with Skype for Business is subject to a monthly recurring Fee. When using Rogers Voice with Skype for Business Services to make an outgoing voice call to any Canadian phone number from anywhere around the world, Customer will not incur additional airtime, pay-per-use, overage or long distance charges. You will also not incur any additional airtime, pay-per-use, overage or long distance charges for receiving an incoming voice call from anywhere around the world. However, any internet service charges, data usage charges and overage rates (if applicable) will apply in accordance with your Rogers or third party internet service package and/or smartphone data package or plan being used to access the Rogers Voice with Skype for Business Services.
15. Customer is solely responsible for purchasing telephony equipment and Rogers Voice with Skype for Business optimized peripherals, including headsets, IP desk phones, etc. that are compatible with Rogers Voice with Skype for Business, and for the ongoing support and maintenance of such equipment. A Rogers Voice with Skype for Business Software license can be downloaded on up to five (5) devices which the Customer owns or controls, in accordance with the Office 365 delivered by Rogers terms described above.
16. Rogers Voice with Skype for Business is only accessible through the Lync/Skype for Business applications installed on a user’s device(s). It cannot be accessed using a

- device's SIM card, nor via the circuit switched telephone network. A user must be connected to the internet to access the Rogers Voice with Skype for Business Services.
17. Customer agrees that the purchase of Rogers Voice with Skype for Business requires either a current Rogers business account in good standing, to which all Rogers Voice with Skype for Business charges will be applied, or the ability for Rogers to bill these charges to a pre-authorized credit card. If you request that your bank/credit card company perform a chargeback without first contacting Rogers, and Rogers subsequently determines that the charges at issue are not erroneous, Rogers reserves the right to take any available legal action except where prohibited by law. You also acknowledge that Rogers will use the billing address that you provide or that is associated with your Rogers business account for the purposes of calculating applicable taxes.
 18. You hereby confirm and accept that Rogers Voice with Skype for Business Services do not support any of the following privacy safeguards: delivery of a privacy indicator when invoked by an end-customer; provision of automated universal per-call blocking of calling line identification; provision of per-line call blocking of qualified end-customers; disallowance of Call Return to a blocked number; and the provision of universal call trace. You further confirm that Rogers does not control the features and functionality available through Rogers Voice with Skype for Business, and that such features and functionality may change or be cancelled without notice. You hereby release Rogers of any and all liability related to such change or cancellation of features or functionality.
 19. You understand that and agree that numbers requested from Rogers may not be available, and that you are not the owner of any local telephone number assigned to you by Rogers. You understand and agree that Rogers may from time to time need to change the telephone number assigned to you (due to an area code split or for any other reason). You understand that unless you arrange with a new service provider to port your Rogers number to that new service provider, the number assigned to you will be reassigned upon termination of your Service. Rogers and its service providers will not be liable for any damages (including consequential or special damages) arising out of any such reassignment. You should not order any printed material, such as business cards or stationary, showing a Rogers Voice with Skype for Business number until that number is confirmed as activated.
 20. Your Rogers Voice with Skype for Business voicemails or instant messages will be stored and saved in your Microsoft Office 365 Outlook account. You agree that Rogers and its service providers have no responsibility or liability whatsoever for the deletion or failure to store any voicemail messages, any call-log information and/or other communications maintained or transmitted by the Rogers Voice with Skype for Business Services.
 21. The transmission of unsolicited calls or messages using the Rogers Voice with Skype for Business Services is regulated by the Canadian Radio-Television and Telecommunications Commission. Distribution of unsolicited voicemail, broadcast and instant messages through the Rogers Voice with Skype for Business Services is prohibited. You shall not use the Rogers Voice with Skype for Business Services to send or transmit any unsolicited communications or advertisements and understand that, if you do, Rogers may immediately terminate your right to use the Rogers Voice with Skype for Business Services without any liability of any kind.

22. The third party supplier of Rogers Voice with Skype for Business Services offers a feature that allows voicemails to be converted to text that can be purchased and activated by you. You understand and agree that Rogers' voice-to-text feature may not accurately transcribe the recorded voice message. You are solely responsible for checking the original voicemail and verifying the accuracy of the message when using any and all voice-to-text features.
23. Rogers Voice with Skype for Business Services do not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900 or calling card calls). The Rogers Voice with Skype for Business 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 of Service) in one or more (or all) service areas.
24. The Rogers Voice with Skype for Business Services allow you to dial 7-1-1 to reach Telecommunications Relay Services (TRS). TRS enables persons with hearing or speech disabilities to access the public telephone system to communicate with voice telephone users through a communications assistant at a TRS relay centre. Because the Rogers Voice with Skype for Business Services allow you to use a phone number that may not reflect your geographic location, 711 calls made using the Rogers Voice with Skype for Business Services may not be routed to the appropriate TRS centre for your geographic location.
25. Rogers Voice with Skype for Business Services are provided either over a Session Initiation Protocol (SIP) Service provided by Rogers, or, where a SIP Service cannot be provided or the Customer is using the Rogers Voice with Skype for Business Services in a mobile environment, over the public Internet. Only one end user can be assigned to each Rogers Voice with Skype for Business instance.
26. By becoming a Rogers Voice with Skype for Business Services customer, you agree that Rogers or its supplier(s) will become the provider of all long distance services associated with Rogers Voice with Skype for Business Services. Where the Rogers Voice with Skype for Business Services are provided over a SIP Service provided by Rogers, the long distance services will be as described elsewhere in these Terms of Service. Where Rogers Voice with Skype for Business Services are provided over the public Internet, the Customer will have the option of using Internet-based VoIP calling, such as Skype, or such rates as are described upon ordering of the Rogers Voice with Skype for Business Services. International long distance services provided over the Rogers Voice with Skype for Business Services will be charged in accordance with the rates set out here: http://www.rogers.com/web/content/wireless_\ron?setLanguage=en&setProvince=ON#,Tabset--1. In addition, certain Rogers Voice with Skype for Business Services features, such as call transfer to a wireless device, might result in additional wireless data and/or voice charges by your wireless carrier, for which you are responsible.
27. In order to use Rogers Voice with Skype for Business Services in conjunction with a personal device, the Customer is required to download the Lync/Skype for Business software application for each type of Customer device. The use of such applications is subject to additional terms and conditions which are provided upon download.
28. You are responsible for downloading and installing any necessary or recommended Skype for Business applications on your device(s) to use the Rogers Voice with Skype for Business Services. These applications are downloadable through various internet

websites or App stores. Computer hardware requirements are determined by the operating system and browser. Voice and telephony features require a microphone and speakers, headset with microphone, or equivalent device compatible with the computer. Video features require a video device compatible with the computer. For detailed information about system requirements, please refer the Rogers minimum system and browser requirements in the Materials/Rogers.com for more details.

29. In order to use the Rogers Voice with Skype for Business Service, you will need to register your account on the Microsoft Online Portal (MOP). Rogers representatives may be able to assist you with your registration. All MOP functionalities, including user creation, configurations, assigning Auto Attendant and Outlook Voice Access, etc. are controlled by Microsoft, and you must abide by Microsoft's terms and policies regarding use of MOP.
30. Rogers Voice with Skype for Business is a best commercial efforts service, with no guarantee of Quality of Service related to voice connectivity on account of its reliance on the public internet and/or mobile cellular data networks. The quality of the voice connectivity is dependent on the internet bandwidth speeds. Please refer to the Rogers recommended bandwidth speeds in the Materials for more details.
31. Rogers Voice with Skype for Business requires 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. Customer is responsible for the security and safekeeping of its users' usernames and passwords. Rogers recommends that users only remain signed in on an endpoint/device when they are in close proximity to that endpoint/device, and that each user use the security features (passwords, screen time-outs, etc.) of each endpoint/device to protect the confidentiality and privacy of the Services and that user's credentials. If a user is signed in on multiple endpoint/devices, an incoming phone call will ring to all endpoint/devices, but can only be received on one endpoint/device.
32. Additional Rogers Voice with Skype for Business features can be purchased by Customer at an additional charge, including US outgoing calls add-on, International outgoing calls add-on, etc. The terms and conditions and pricing associated with such additional features are described in the Materials, including the relevant sections of www.rogers.com.
33. Each Rogers Voice with Skype for Business Customer account will be entitled to a single business directory phone listing, which will be associated with the account's primary phone number.

9-1-1 LIMITATIONS OF ROGERS VOICE WITH SKYPE FOR BUSINESS SERVICES

34. Rogers Voice with Skype for Business Services allow you to make or receive telephone calls over the Internet to or from the public switched telephone network. The nature of Rogers Voice with Skype for Business Services, while appearing similar to traditional telephone calling services, create unique limitations and circumstances, and you acknowledge and agree that differences exist between traditional telephone service and Rogers Voice with Skype for Business Services, including a difference in the way 9-1-1 emergency services are reached.

35. 9-1-1 Service: Because of the unique nature of Rogers Voice with Skype for Business Services telephone calls, emergency calls to 9-1-1 through your Rogers Voice with Skype for Business Services will be handled differently than traditional phone 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 Rogers Voice with Skype for Business calls with respect to 9-1-1 calls placed to emergency services from your account as described below.
36. Rogers Voice with Skype for Business Services must be connected to the internet (either through Ethernet, Wi-fi or the cellular device data network) in order to make or receive 9-1-1 emergency calls. A Rogers Voice with Skype for Business user must also be signed into their Skype for Business account with their correct username and password in order to place or receive a 9-1-1 emergency call. Additionally, if a user is signed onto Skype for Business via multiple devices, any emergency 9-1-1 callback will ring to all active devices, and it is the user's responsibility to ensure that the emergency 9-1-1 callback is received on the correct device. This can be accomplished by keeping all active devices in a locked state when they are not in use, or by signing out of Skype for Business when away from a particular device.
37. When you make a 9-1-1 emergency call, the Rogers Voice with Skype for Business Services will route your 9-1-1 call through a third-party specialized call centre that handles emergency calls. The emergency call centre will then route your call to the Public Safety Answering Point ("PSAP") corresponding to the Registered Location on your account. However, because you can move your Rogers Voice with Skype for Business Services between locations, and because, for technical reasons, the emergency call centres may not have your name, location or contact information available, you must be prepared to immediately inform the emergency operator of your location and contact particulars any time you call 9-1-1.
38. The Rogers Voice with Skype for Business Services will attempt to automatically provide the PSAP dispatcher or emergency service operator with the name, address and telephone number associated with your account. However, if for technical reasons, the dispatcher receiving the call is not able to capture or retain your name, phone number or physical location, you must immediately inform the dispatcher of your location (or the location of the emergency, if different) when making a 9-1-1 emergency call. If you are unable to speak, the dispatcher may not be able to locate you if you have failed to update your Registered Location information.
39. You are responsible for providing, maintaining, and updating correct contact information (including name, address where you will be using the Rogers Voice with Skype for Business Services and telephone number) with your account at least twice per year, and every time the primary location associated with a device is changed. If you do not correctly identify the actual location where you are located, or if your account information has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site.
40. If you do not update your Registered Location, 9-1-1 calls you make with the Rogers Voice with Skype for Business Services will be routed based on your previously provided Registered Location and therefore may not be routed to the appropriate PSAP for your current location. In addition, because Rogers will, where possible, automatically transmit your Registered Location to the PSAP, you must update your Registered Location to

ensure that Rogers transmits accurate location information to the PSAP. You may update your Registered Location at any time by logging on to your online account or calling 877-274-3375. For purposes of 9-1-1 dialing, you may only register one Registered Location at a time for each Rogers Voice with Skype for Business line. You agree to provide true, accurate, current and complete Registered Location information to Rogers as part of the service activation process and to update as soon as possible your Registered Location with true, accurate, current and complete information whenever you use your Rogers Voice with Skype for Business Services from a new location. If you provide Registered Location information that is, or that Rogers suspects to be, false, inaccurate, not current, or incomplete, Rogers has the right to suspend or terminate the Services and refuse any and all current or future use of all Services or any portion thereof. Rogers will not, however, disable your ability to make a 9-1-1 call during any service suspension.

41. You must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher, as the dispatcher may not have your number or contact information. If you are inadvertently disconnected, you must call back immediately.
42. 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.
43. For technical reasons, the functionality of 9-1-1 Rogers Voice with Skype for Business Services emergency calls may cease or be curtailed in various circumstances, including but not limited to: failure of service or your service access device – if your system access equipment fails or is not configured correctly, or if your Rogers Voice with Skype for Business Services are not functioning correctly for any reason, including power outages, Rogers Voice with Skype for Business Services outage, suspension or disconnection of your Services due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage; you may need to reset or reconfigure system access equipment before being able to use the Rogers Voice with Skype for Business 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 your account information or otherwise on record with Rogers.
44. If you are not comfortable with the limitations of 9-1-1 emergency calls, Rogers recommends that you not purchase Rogers Voice with Skype for Business Services, or consider an alternate means for accessing traditional 9-1-1 emergency services. We recommend that you keep an alternative phone service handy to increase the reliability of your access to emergency services during any service interruption.
45. You are responsible for notifying, and you agree to notify, any user or potential Rogers Voice with Skype for Business users of your Rogers Voice with Skype for Business Services of the nature and limitations of 9-1-1 emergency calls on the Rogers Voice with Skype for Business 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 Rogers Voice with Skype for Business 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 dialing capability.

46. 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.