

This document sets out provisions with respect to Business Productivity 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.

[Rogers Unison™](#)

[Software as a Service](#)

[Ginger Services](#)

[Push to Talk Services](#)

Rogers Unison™

The following terms pertain specifically to Unison Services supplied by Rogers to you. Rogers Unison is a cloud-based PBX platform deployed in the Rogers Wireless Network that delivers voice services to IP phones, softphones and wireless endpoints over wired and wireless networks. Rogers Unison bundles internet protocol (IP) telephony, native mobile device integration, messaging support and PSTN access into a simple, price-per user subscription model. As the Unison Services evolve, Rogers will make new and amended features and functionality available for your use.

Rogers Unison Services have the following components:

1. User Subscriptions

To satisfy various organizational and user type needs, access to Rogers Unison Services can be configured for fully mobile users, desk-bound users, and those that are someplace in between. The Customer subscribes to Rogers Unison for a monthly service fee by line/user, and chooses a Rogers Unison user type per subscriber based on individual needs. Available user types include:

- (a) Mobile user – this subscription gives a single user the right to access the Rogers Unison Services via a single wireless device activated on an eligible Rogers wireless price plan, including Wireless Business Phone.
- (b) Hybrid user – this subscription gives a single user the right to access the Rogers Unison Services via a combination of up to 5 approved devices supplied by Rogers per the following:
 - i. One of the Hybrid user's devices must be a wireless device activated on an approved Rogers wireless price plan. The user must also have a valid Rogers' Unison Mobile user subscription. Only a single wireless device is supported per Hybrid subscription.
 - ii. One of the Hybrid user's devices may be an approved IP Phone, Analog Telephone Adapter or Wireless Business Phone provided by Rogers. Only a single IP Phone is supported per Hybrid subscription
 - iii. Up to 3 Rogers Unison Softphone clients deployed on approved tablets, laptops or desktop computers
- (c) Office user – this subscription gives a single user the right to access the Rogers Unison Services via a single IP Phone or Analog Telephone Adapter provided by Rogers. The Office user subscription also provides the user with right to access the Rogers Unison Services via up to 3 Unison Softphone clients deployed on an approved mobile operating system, tablet operating system, or laptop or desktop computer.
- (d) Softphone Only user – this subscription gives a single user the right to access the Rogers Unison Services via up to 3 Unison Softphone clients deployed on an approved mobile operating system, tablet operating system or laptop or desktop computer.

Rogers Unison Mobile and Hybrid user types let the Customer use functionalities like Auto Attendant, Hunt Groups, Voicemail to Email, Simultaneous Ring and to use a Dual Persona phone number for incoming and outgoing calls.

2. Device Support

Access to Rogers Unison Services is available via the following device types, in accordance with the applicable plan types outlined above. The make and model of approved devices is subject to change by Rogers without notice to the Customer, provided that the Customer's current Rogers Unison devices will continue to be supported until the end of the Customer's then-current Commitment Period.

- (a) Wireless devices activated on an approved Rogers wireless price plan;

- (b) If access to the Rogers Unison web portal is not required, an approved feature phone, provided that the Customer use the feature phone for call control purposes only;
- (c) IP Phones and Conference Units that have been certified and approved for use by Rogers;
- (d) Analog Telephone Adapter (ATA) which provides a single FXS port to support the connection of a single approved analog device to the Unison Services;
- (e) Unison Softphone;
- (f) Wireless Business Phone.

3. **Call Control Services**

The Unison Services provides all call control services as part of the monthly service subscription. Individual user call control features will vary by subscription plan type. A current list of the feature set supported by Rogers Unison is available to the Customer upon request.

4. **Voice Mail Services**

All Rogers Unison user types include message stores of 60 messages per user, up to a duration of 5 minutes per message. Enhanced messaging features included with the underlying Rogers wireless services are also available to the user. Voice mail messages will be stored for 45 days, after which the messages will be automatically deleted.

Customer can also get a Team Voicemail service for their Auto Attendant and Hunt Group services.

All Rogers Unison user types include support for Voicemail to Email conversion, which automatically forwards a voicemail message as a .wav file attachment to the user's email address as entered in the Rogers Unison database. Mobile users with the appropriate wireless plan may also receive Rogers Unison voicemail messages forwarded as text messages to their wireless device.

5. **PSTN Access**

Rogers Unison includes Public Switched Telephone Network (PSTN) access for all user types, subject to service availability under CRTC regulations, as follows:

- Services for Unison Mobile and Hybrid 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.
- Services for Unison Office and Softphone Only subscribers are available within the Rogers Wireline Network footprint.

Details of the current Rogers Wireless Network, Extended Coverage and Rogers Wireline Network footprints can be made available upon the Customer's request.

Rogers can provide up to one PSTN access per Unison subscriber, however availability of concurrent PSTN accesses is dependent on the amount of bandwidth the Customer provisions on their network connections for PSTN access. Details of appropriate PSTN access and associated bandwidth requirements will be mutually agreed upon by Rogers and the Customer during design discussions.

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

Each Unison subscription includes a minimum of one unique Direct Inward Dial (DID) number which allows PSTN callers to directly reach individual Unison users. Each user must be provisioned with a DID even where the user is leveraging extension-based dialing.

DID numbers are provisioned for Unison subscribers as follows:

- (a) Mobile and Hybrid subscribers will each have support for up to 4 DID numbers assigned as follows:
 - i. Primary DID – this is the user's Rogers wireless telephone number, which Rogers will provide or port over to the Unison environment from the incumbent carrier
 - ii. Dual Persona DID (if required)

- iii. Auto Attendant DID (if required)
- iv. Hunt Group DID (if required)

(b) Office and Softphone Only Subscribers will each have support for one (1) DID numbers assigned as follows:

- i. Primary DID – this is the user’s Rogers wireline telephone number which Rogers will provide or port over to the Unison environment from the incumbent carrier

7. **Long Distance**

All Unison subscriptions include access to wireline and wireless long-distance Services at the rates set out on <http://www.rogers.com/unison/support>. Where a Customer’s Unison plan includes unlimited Canada-wide calling at no additional charge, such unlimited Canada-wide calling will be provided by Rogers in accordance with the terms set out below.

8. **911 Support**

Rogers Unison includes 911 support for all subscribers per the following:

- (a) Unison 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.
- (b) Unison Hybrid users will receive different methods of 911 support dependent on device type:
 - i. Mobile devices and Wireless Business Phone 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 Unison Softphone 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 Unison Softphone device will be communicated to the 9-1-1 call-taker in the event that the device places a 911 call.
 - iii. IP Phones are each 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 an IP Phone device will be communicated to the 9-1-1 call-taker in the event that a 9-1-1 call is placed from an IP Phone.
- (c) Unison Office users will receive different methods of 9-1-1 support dependent on device type:
 - i. IP Phones are each 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 an IP Phone device will be communicated to the 9-1-1 call-taker in the event that a 9-1-1 call is placed from an IP Phone.
 - ii. Each Unison Softphone 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 the single Unison Softphone device will be communicated to the 9-1-1 call-taker in the event that a 9-1-1 call is placed.
- (d) Unison Softphone Only users
 - i. Each Unison Softphone 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 the single Unison Softphone device will be communicated to the 9-1-1 call-taker in the event that a 9-1-1 call is placed.

9. **Network Connectivity**

In order to access Unison Services, Hybrid, Office and Softphone Only subscribers using either hard IP Phones or Unison Softphones on a non-mobile device will require Customer provided data network connectivity. Unison supports multiple data access types including:

- (a) Rogers Ethernet Fibre (provided pursuant to the terms of a separate service agreement)
- (b) Rogers Cable (provided pursuant to the terms of a separate service agreement)
- (c) Internet Connectivity – provided by either Rogers (pursuant to the terms of a separate service agreement) or a third party Internet Service Provider (in which case the Customer and such third party Internet Service Provider must enter into a direct agreement for such services)
- (d) Mobile data network for the mobile or tablet Unison Softphone – provided either by Rogers (pursuant to the terms of a separate service agreement) or a third-party Wireless Service Provider (in which case the Customer and such third party Wireless Service Provider must enter into a direct agreement for such services).

Each voice path provisioned on the Unison Service will consume 127Kb of bandwidth. Required bandwidth calculations must consider that calls between internal Customer users will consume two voice paths for the duration of the call.

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

Customer must also provide a LAN environment that is suitable to support voice traffic in addition to data traffic.

10. **System Administration**

- (a) The Customer will have access to self-administration capabilities through the secure Unison web portal. Two levels of administrative access are available:
 - i. System Administration – which provides designated Customer administrators with access to system level features as well as features for all end users
 - ii. End User Administration – which provides end users with limited portal access or a mobile self-service application for iOS and Android devices and restricts them to management of their specific end user features only
- (b) Customer should note that Unison users cannot be activated or deactivated through the Unison web portal. Designated system administrators must call the Rogers Customer Care organization to have users added or removed from the Customer's Unison Service.
- (c) 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 Unison web portal, whether or not Rogers or its authorized representative has been advised of the possibility of such damages.

11. **Support**

Rogers Unison is a managed service and Rogers is responsible for the operation and maintenance of the core Unison platform, including voice applications, PSTN and Core Network connectivity, Unison Mobile applications, and the Unison web portal. This includes all Rogers Equipment and associated software, which will be supported by Rogers when the Customer has a valid Rogers Unison monthly subscription.

Rogers will:

- (a) Troubleshoot, diagnose and resolve reported incidents in the core Unison platform
- (b) Perform required hardware maintenance or upgrades for the core Unison platform
- (c) Perform required software upgrades on the core Unison platform
- (d) Manage capacity utilization and required upgrades

12. Deactivations

If you cancel your primary wireless subscription, any additional phone numbers for Auto Attendant, Hunt Groups and Dual Persona associated with your primary wireless subscription would also be cancelled

Product Terms and Conditions

1. **Termination Fees.** If the Customer signs up for a Commitment Period and terminates the Unison Services for any reason other than as permitted under these Terms, or if Rogers terminates the Unison Services for cause as permitted under the terms, the Customer 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 Commitment Period from the effective date of termination;
 - (ii) any cost which Rogers must continue to pay to third parties for the remainder of the applicable Commitment Period 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 the Customer's commitment to the Commitment Period for such Services.
- (a) Customer must either return all Rogers-owned equipment associated with the Services to Rogers or pay Rogers for the fair market value of such Rogers-owned equipment.
 - (b) Such termination liability shall be payable on the effective date of any and all terminations.

2. Minimum Commitment

Unison Services can be subscribed on a month-to-month basis. Where the Customer subscribes to the Unison Services for a Commitment Period that Commitment Period is set out in the services agreement.

3. Charges

- (a) Unison Services are billed on a monthly, per-user subscription basis. Unison 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.
- (b) Monthly charges for the Unison Services subscription fees will be fixed for the duration of the Commitment Period agreed by Rogers and the Customer, where applicable. Where there is no Commitment Period, monthly charges for the Unison Services will be provided on a month-to-month basis.
- (c) Unison Mobile and Hybrid users are billed wireless airtime while utilizing their Rogers wireless device pursuant to the terms of their Rogers wireless rate card subscription.
- (d) All incoming calls and messages received on the Dual Persona phone number associated with the primary wireless phone will be deducted from the airtime and messaging buckets included in the subscriber's wireless plan and no long distance charges will apply. If the user exceeds the plan's bucket, overage rates and/or current pay-per-use wireless rates apply. All outgoing calls, and messages to non-Canadian numbers will be rated according to the rates outlined in the user's wireless plan or current pay-per-use long distance wireless rates.
- (e) Any incoming calls to the Auto Attendant and Hunt Groups phone numbers will be treated as call forwarding minutes. The Customer's Unison subscription may include a fixed amount of Canada-wide call forwarding minutes, in addition to the regular call forwarding minutes in the user's wireless plan. If the user exceeds the allotted call forwarding minutes, overage charges may apply. Professional Services to activate the Unison service are billable as a one-time implementation charge based on the agreement of the customer and Rogers.
- (f) Any on-site IP Telephone deployment required can be performed by Rogers as an additional, billable Professional Services activity.
- (g) Should Customer elect to self-install IP Telephone devices, Customer must contact Rogers to arrange for scheduling of final set activation remote activities. Rogers will not be responsible for improper function of the Unison Services in connection with devices self-installed by Customer. In the event that Customer does not

contact Rogers or Rogers is unable to contact Customer within 2 Business Days after delivery of IP Telephone devices to the Customer Site, Rogers will begin billing for Unison services for the contracted number of Unison subscribers.

- (h) IP Telephone devices purchased by the Customer from Rogers for use with the Unison Services may be purchased outright by the Customer by way of a one-time charge payable to Rogers. IP Telephone devices for use with the Unison Office subscription only may be financed through Rogers, in which case the Customer and Rogers will enter into a Rogers' Device Financing Agreement that sets out the terms of such financing. Customer should note that only a single device per individual Unison Office subscriber may be financed through Rogers.
 - (i) Analog Telephone Adapter (ATA) devices purchased by the Customer from Rogers for use with the Unison Services must be purchased outright by the Customer by way of a one-time charge payable to Rogers.
 - (j) Routers and/or Power over Ethernet (POE) Switches purchased by the Customer from Rogers for use with the Unison Services must be purchased outright by the Customer by way of a one-time charge payable to Rogers.
 - (k) Installation charges for Routers/POE switches purchased from Rogers will be payable as one-time charges as set out in the terms. Travel charges may also apply for on-site deployments at Customer sites outside of a greater urban area.
 - (l) If the Customer is connected to Unison Services via Rogers' Ethernet Core Network, it may elect to have Rogers monitor and maintain Router/POE Switch(es) procured from Rogers for use with the Unison Services. In this event, the Customer must purchase Cisco SmartNet for the duration of the Commitment Period for any Routers/POE Switches purchased from Rogers for use with the Unison Services.
4. **Payment Terms.** You must pay invoices within 30 days of the date of our invoice. Late payment charges are set out on your invoice and are subject to change without notice.

5. Network Connectivity Requirements

- (a) The Customer is responsible for providing suitable network access and bandwidth to support the operation of Unison Services for its users at all sites, and for keeping such bandwidth adjusted appropriately in consideration of changes in the number of Rogers Unison users. Network connectivity and provisioned bandwidth must be sufficient to accommodate the Customer's Unison 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 Unison Services are not included in the Unison Services user pricing and must be quoted by Rogers separately. The Internet or data bandwidth required to support Unison 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.
- (b) In the event that the Customer chooses to deliver Unison Services to remote sites over a 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 Unison Services caused by the performance of the third party network or issues with interconnection to, from or within such third party's network.
- (c) Customers using any 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.
- (d) At a minimum, every Customer must provide sufficient Internet connectivity to reach the Unison web portal. This Internet connectivity is required to provide system administration access and to support Unison device management requirements that are only available via the Unison web portal.
- (e) In the event that the Customer chooses to access and deliver Unison Services over the public Internet, the Customer acknowledges and agrees that Rogers is not responsible for the failure or non-performance of the Unison Services caused by issues with the public Internet.
- (f) The Customer must have mobile data or WiFi Internet connectivity to access the mobile or tablet Unison Softphone application and the mobile or tablet self-serve application.

6. 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 Customer 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.
- (c) Upon a request to terminate the Unison Services, the Customer may port any telephone numbers (including numbers associated with Auto Attendant or Hunt Group) associated with their Unison Services to another telecommunications carrier, provided those telephone numbers are active with Rogers. In the event that the Customer's Rogers Unison Services are terminated without the Customer requesting to port the associated telephone numbers to a new Rogers' service or an alternative service provider, the Customer acknowledges that they are releasing the numbers for recirculation and such numbers will no longer be reserved for the Customer's use.
- (d) If the Customer cancels its primary wireless subscription associated with Unison Services, any additional phone numbers for Auto Attendant, Hunt Groups and Dual Persona associated with the Customer's primary wireless subscription will also be cancelled.

6 Long Distance

When placing long distance calls from a Unison Services for Office IP phone or Softphone, the following terms apply:

- (a) Rogers' long-distance services provide outbound long-distance telecommunications from a landline (Unison Office or Softphone) connection.
- (b) Unlimited Canadian long-distance services are included in all plans for Unison Services for Office IP phone or Softphone. Per minute rates for North American and International long-distance services are standard Rogers' rates, unless otherwise stated in the service agreement.
- (c) Rates for the Customer's 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, 418i 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.
- (d) In the event of resale of long-distance services by the Customer without consent, Rogers reserves the right to charge a premium of \$.25 per minute on all mobile, cellular, digital and other non-geographic based terminations terminating Internationally.
- (e) 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.
- (f) 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.

When placing calls from a Unison Mobile or Hybrid wireless line, the following terms apply:

- (a) Unison Mobile and Hybrid users will be subject to roaming and North American and International long-distance charges in accordance with terms of the Customer's then-current Rogers wireless price plan.

7 9-1-1 Limitations and Customer Responsibilities

9-1-1 Service: Because of the unique nature of Rogers Unison calls, 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 Rogers Unison with respect to 9-1-1 calls placed to emergency services from your account as described below.

- (a) For Unison Softphone Calling, Rogers Unison 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 Unison user must also be signed into their Rogers Unison 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 Rogers Unison via multiple devices, any emergency 9-1-1 callback will ring to the device from which the 9-1-1 emergency call was placed.
- (b) When a Customer places a 9-1-1 emergency call, the Rogers Unison 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 location the subscriber is calling from then route the call to the Public Safety Answering Point (“PSAP”). If the location cannot be verbally confirmed, the 9-1-1 call-taker will then route the call to the Public Safety Answering Point (“PSAP”) corresponding to the Registered Location on the Customer’s account for that particular subscriber. As a Customer can move their Rogers Unison Services between locations, and because, for technical reasons, the emergency call centres may not have the Customer’s name, location or contact information available, the Customer must always be prepared to immediately inform the emergency operator of their location and contact particulars any time 9-1-1 is called.
- (c) The Customer is responsible for providing, maintaining, and updating correct contact information (including name, address where the subscriber will be using the Rogers Unison Services and telephone number) in the subscriber’s account every time the Registered Location associated with a device is changed. If the Customer does not correctly identify the actual location where their subscribers 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. Rogers will pro-actively request that the Customer confirm their Registered Location and acknowledge these 9-1-1 limitations two (2) times per year.
- (d) For Unison Softphone Calling, If the Customer does not update the Registered Location for its subscribers, 9-1-1 calls those subscribers make with the Rogers Unison Services may be routed based on the previously provided Registered Location and therefore may not be routed to the appropriate PSAP for the subscriber’s current location. In addition, you must update the Registered Location for each subscriber to ensure that accurate location information is transmitted to the 9-1-1 call-taker. The Customer may update your Registered Location at any time by logging on to your online account. For purposes of 9-1-1 dialing, the Customer may only register one Registered Location at a time for each Rogers Unison line. The Customer agrees 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 the Registered Location for each subscriber with true, accurate, current and complete information whenever a subscriber uses Rogers Unison Services from a new location. If the Customer provides 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 the Customer’s ability to make a 9-1-1 call during any service suspension.
- (e) For Unison Softphone Calling, The Customer 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 the Customer subscriber is inadvertently disconnected, they must call back immediately.
- (f) 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 Unison Softphone Calling.
- (g) For technical reasons, the functionality of 9-1-1 Rogers Unison 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 the Customer’s system access equipment fails or is not configured correctly, or if the Customer’s Rogers Unison Services are not functioning correctly for any reason, including power outages, Rogers Unison 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 Rogers Unison Services, including for 9-1-1 emergency calls; and changing locations – if the Customer moves its system access equipment to a location other than that described in its account information or otherwise on record with Rogers.
- (h) If the Customer is not comfortable with the limitations of 9-1-1 emergency calls, Rogers recommends that the Customer not purchase Rogers Unison Services, or consider an alternate means for accessing traditional 9-1-1 emergency services. Rogers recommends that the Customer keep an alternative phone service handy to increase the reliability of access to emergency services during any service interruption.
- (i) The Customer is responsible for notifying, and agrees to notify, any user or potential Rogers Unison users of the Customer’s Rogers Unison Services of the nature and limitations of 9-1-1 emergency calls on the Rogers

Unison 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 Unison 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, the Customer or any third-party user of Rogers' 9-1-1 dialing capability.

- (j) The Customer waives 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.
- (k) As simultaneous ring allows any incoming calls to ring multiple phone numbers and devices for a **Rogers Unison™** customer, it is the user's responsibility to ensure that any emergency 9-1-1 callback is received on the correct device/phone number. This can be accomplished by ensuring that the simultaneous ring functionality is disabled by the user whenever an emergency 9-1-1 call is about to be made, or the user is expecting an emergency 9-1-1 callback

8 Wireless Usage

- (a) Mobile and Hybrid subscriptions require that each Customer user also have active Rogers' corporately paid wireless services.
- (b) 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.

9. Rogers Provided IP Telephones/Analog Telephone Adapters (ATA) Device Support

- (a) All IP telephone/ATA devices provided to Customer by Rogers will receive a limited hardware replacement support service for the duration of the Commitment Period.
- (b) If Rogers determines that IP Telephone/ATA device replacement is warranted after initial triage of the Customer reported trouble, Rogers will ship a replacement IP Telephone/ATA device within 2 Business Days within greater urban areas
- (c) Rogers will issue a Return Material Authorization (RMA) number to the Customer.
- (d) Customer must return the faulty IP Telephone/ATA device to Rogers and quote the RMA number with the return. In the event that Customer does not return the faulty IP Telephone/ATA device within 10 Business Days of receipt of the replacement IP Telephone/ATA device, Rogers will invoice Customer for the full value of the replacement device.
- (e) In the event that Rogers' testing of the returned device does not find any fault with the IP Telephone/ATA device, Rogers will return the IP telephone/ATA to the Customer and will invoice Customer for the full value of the replacement device.

10. Rogers Routers/Power Over Ethernet (POE) Switches

- (a) POE Switches provided by Rogers are intended solely to support Unison Services to end user subscribers. The only device that may be connected to a Rogers' provided POE Switch is an IP Telephone device provided by Rogers. No other Customer devices may be connected to unoccupied ports on the Rogers provided POE Switch.
- (b) Customer may elect to connect a single desktop or laptop computer device to the second port on the Rogers' provided IP Telephone device. In this event, Rogers will work with the Customer during the initial deployment to ensure the following conditions are met:
 - i. Ensure that both LAN ports on the IP Telephone device have been enabled
 - ii. Implement LLDP support on the IP Telephone device and the POE Switch
 - iii. Implement a voice VLAN on the POE switch
 - iv. Add a data access VLAN (for desktop/laptop computer) toward IP Telephone device and customer LAN
- (c) The Voice VLAN ID will be assigned by Rogers and may not be changed by Customer.

- (d) Data VLAN ID and IP addressing will be coordinated between Rogers and Customer and integrated with Customer network.
- (e) Dedicated port(s) on Rogers' provided POE Switch will be provided to Customer to allow a Layer 2 connection to the Customer's device (router/switch). The port(s) can be in access or trunk mode. In case of trunk mode, only the Data VLAN shall be allowed.
- (f) Customer is responsible for managing IP assignments for desktop or laptop computers.
- (g) Customer is responsible for:
 - i. Providing an appropriate operating environment for the POE Switch(es) based on manufacturer specifications
 - ii. Providing appropriate power facilities including Uninterruptable Power Supplies/surge protectors
 - iii. Providing appropriate racks and rack space to allow mounting of the POE Switch(es)
 - iv. Providing appropriate Category 5/6 UPT cabling from the POE Switch(es) to each Rogers' provided IP Telephone device
 - v. Promptly communicating planned changes to the Customer's LAN/WAN that could potentially affect service provision
 - vi. Checking availability of power to the POE Switch(es) as requested by Rogers including a visual check of LED indicators
 - vii. Checking that cables are connected as requested by Rogers
 - viii. Providing security clearance and access to facilities as required for Rogers and authorized personnel to perform maintenance activities. This access includes badges, passwords, access cards and parking facilities

10.1 Rogers Monitored Routers/Power Over Ethernet (POE) Switches – Device Support

- (a) Where the Customer connection is via Rogers' Ethernet Core Network, and the Customer has also deployed a Rogers-provided Router/POE Switch(es), the Customer may elect to have Rogers monitor and maintain the Rogers' provided Router/POE Switch(es). In this event, the Customer must purchase Cisco SmartNet coverage for the duration of the Commitment Period as presented in the terms for any Routers/POE Switches purchased from Rogers for use with the Unison Services.
- (b) Where Rogers is providing Router/POE Switch monitoring Services, Rogers will generate alarms on up/down status of the devices.
- (c) Where Rogers is providing monitoring Services, the following information will be available to Rogers' technical support teams when trouble shooting an issue
 - i. Up/down events on any of the active ports
 - ii. Utilization of the device
 - 1. Overall traffic utilization
 - 2. Port utilization
 - 3. CPU/Memory and other chassis alerts that would be deemed to be Services impacting
- (d) The Customer should note that reporting and visibility to the Customer of network and device information is currently out of scope.
- (e) In the event of a confirmed incident or in the event that the Customer opens a service ticket with Rogers, Rogers will:
 - i. Investigate the incident
 - ii. Isolate the fault
 - iii. Dispatch field service technicians as needed and appropriate per the outcome of remote troubleshooting and resolution steps
 - iv. Repair or replace the Router/POE Switch as required

10.2 Rogers Unmonitored Routers/Power Over Ethernet (POE) Switches – Device Support

- (a) At Customer's request, Rogers can also provide support services for Routers/POE Switches purchased from Rogers in support of Unison Services for unmonitored Routers/POE Switches under the following conditions:
 - i. Customer must purchase Cisco SmartNet coverage for the duration of the Commitment Period as presented in the terms for any Routers/POE Switches purchased from Rogers.

- ii. Customer must have Cisco console access and on-site support staff capable of troubleshooting the devices and generating any required logs/reports with remote support from Rogers. In the event that the Customer does not wish to participate in troubleshooting activities, Rogers will dispatch a technician to the Customer site to perform diagnostic/troubleshooting activities as a billable service call which may include travel charges.
- iii. Based on the outcome of troubleshooting steps, repair or replace the Router/POE Switch as required.

11. Unison Exclusions

The following Rogers wireless services are not available to Rogers Unison subscribers:

- Rogers One Number™
- UMA - Wi-Fi Calling
- Wireless Priority Services
- Data blocking
- Ringback tunes
- Advanced Call Manager
- Teletypewriter

12. Unison Limitations

- (a) Dual Persona, Auto Attendant or Hunt Groups Phone numbers cannot be used for text and picture messaging purposes.
- (b) On a subscriber's mobile device, Extension Dialing, Call transfer and Dual Persona phone number for outgoing calling will not work while the subscriber is roaming or if the subscriber is within Rogers' Extended Coverage zones.
- (c) A Toll free number cannot be directly associated with an Auto Attendant or Hunt Group Number.

Professional Deployment Services

1. Summary of Professional Deployment Services.

Optional Professional Deployment Services will commence upon the earlier of the execution of the Agreement by the Customer or the commencement of the Professional Deployment Services and will end upon the completion of the Professional Deployment Services described herein. Any Professional Services in excess of the Professional Deployment Services described below will be quoted to the Customer separately and will be described in a Statement of Work to be executed by the Parties.

Upon request, Rogers will provide Professional Deployment Services for Unison Services that include:

- (a) Centralized coordination of all Rogers' tasks and deliverables during deployment.
- (b) Assistance with Customer requirements gathering and system design.
- (c) Provision of both the Customer System Administrator "Getting Started" Guide and associated reference documentation for the Customer System Administrator. These guides can be viewed at <http://www.rogers.com/unison/support>

2. Professional Deployment Services Inclusions.

As part of the Professional Deployment Services, Rogers can assist with the following as requested:

2.1 Project coordination:

- A single point of contact, accountable for all Professional Deployment Services activities.
- Monitor and track project delivery.
- Project kick-off meeting with Customer.

2.2: Assistance on the following:

- Auto Attendant configuration.

- Hunt Group configuration.
 - End User configuration: extension dialing, Dual Persona, and 911 location.
- 2.3 Shipping and installation of applicable CPE (phones, switches and routers) is provided per the service agreement, including:
- 2.3.1 Pre-configure/stage the CPE according to the Solution Requirements Document.
- 2.3.2 Ship IP phones and routers/switches to the attention of the Customer Site Contact identified by the Customer and confirm receipt of all equipment (equipment may be received in multiple shipments).
- 2.3.3 Coordinate (with Customer Site Contact) date and time for the Rogers to install the CPE.
- 2.3.4 During on-site installation, the Rogers Technician will:
- Validate that full inventory of equipment has been received;
 - Review the site plan with the Customer Site Contact to verify where equipment will be installed;
 - Recommend any changes required to ensure overall effectiveness of the solution. Any recommendations that the Customer chooses not to implement will be noted as Customer-requested defects and will require sign-off from the Customer Site Contact;
 - Unpack and install the equipment by connecting devices to power and network;
 - Test network connectivity of all Rogers-provided equipment, and confirm that phones receive dial tone and that internal and external calls can be made;
 - Validate that phones have been configured for the correct phone numbers;
 - Coordinate testing and final configuration of routers and switches with Rogers Technical Support (if required);
 - Dispose of packaging to a disposal site designated by the Customer Site Contact; and
 - Achieve sign-off on work completion from the Customer Site Contact.
- 2.3.5 In the event of self-installation of IP phones, Rogers will:
- Confirm with the Customer that full inventory of equipment has been received;
 - Provide remote troubleshooting support during self-installation; and
 - Support Customer testing and final configuration of phones.
- 2.4 Providing the End User Help Guide, Receptionist Console Help Guide (for CPE Deployment services only) and the System Administrator “Getting Started” Guide,. If applicable
- 2.5 Providing remote review of Help Guides, web-based documentation/videos, and general solution orientation to the System Administrator.
- 2.6 Deploy and cut-over solution, including:
- Build Customer profile for Unison Services;
 - Provision Unison Services;
 - Receive Auto Attendant audio files from the Customer and deploy into solution;
 - Program auto-attendants;
 - Program Hunt Groups;
 - Program dial plans (provided complete Customer dial plan design is not required);
 - Configure call flows;
 - Configure Dual Personas;
 - Assign routing codes;
 - Schedule cut-over;
 - Configure and port Customer Direct Inbound Dials (DIDs); and
 - 911 testing.
- 2.7 Providing remote support for the first Business Day after deployment is finished (“**Day 1**”).
- Transition remote support for ongoing support activities to the dedicated Unison Support team.

3. Professional Deployment Services Exclusions.

The Professional Deployment Services specifically exclude the following:

- Network design or bandwidth expansion, including any adds or changes to Session Initiation Protocol (SIP) trunking.
- Network assessment or remediation.
- Network Quality of Service (QoS) Implementation.
- Hardware Load Balancing design and deployment.
- Implementation, configuration or testing of any backup, monitoring software or solutions used for recoverability and management.
- Integration of existing private branch exchange (PBX).
- In-person/classroom training for any End Users.

4. Professional Deployment Services Assumptions.

- 4.1 All Sites will have no more than one turn-up phase of the Unison Services. If more than one turn-up phase is required, this can be provided as a billable Professional Services charge.
- 4.2 Any sites requiring Rogers to install CPE are assumed to be commercial spaces (office or industrial space, etc.). Rogers cannot install Unison equipment in private homes. Customer may self-install phones. Routers/switches can only be installed in commercial spaces.
- 4.3 Pricing for Customer-led testing assumes that testing will not exceed a two-week duration. All additional testing is a billable Professional Service.
- 4.4 All installation and configuration will be coordinated, on the Customer side, by the Customer Project Manager. Rogers will not coordinate work with multiple Customer contacts.
- 4.5 **You are solely responsible for completing a backup of all existing data, software, and programs on supported product(s) before receiving the Professional Deployment Services (including telephone support). ROGERS WILL HAVE NO LIABILITY FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SUPPORTED PRODUCT(S) OR NETWORKS.**
- 4.6 Customer is solely responsible to provide any hardware, software (inclusive of software licenses), third party services or equipment which are not being provided for under the service agreement and which are required to enable the provision of the Unison Services.
- 4.7 Customer will provide a Site plan for each location including locations for the deployment of Routers/POE Switches and the placement of IP Telephone devices, as well as all information regarding configuration of Hunt Groups, Auto Attendants, call flows, Dual Persona or dial plan requirements, and any other business process information impacting the Services.
- 4.8 Customer is responsible for providing an appropriate operating environment for the Routers/POE Switch(es) based on manufacturer specifications, including:
 - Providing appropriate power facilities including Uninterruptable Power Supplies (UPS)/surge protectors.
 - Providing appropriate racks and rack space to allow mounting of the Routers/POE Switch(es).
 - Providing appropriate Category 5/6 UPT cabling from the POE Switch(es) to each Rogers' provided IP Telephone device.
- 4.9 In the event that POE Switches are not being deployed, the Customer is responsible to provide power to the IP Telephone devices via a Customer provided power adaptor.
- 4.10 Rogers will arrange for delivery of Rogers' Equipment to the Customer's premises. The Customer will assume liability for Rogers Equipment once it is delivered to their Site(s) including scenarios where the equipment is lost, stolen, or damaged by the Customer or any 3rd party.
- 4.11 Customer acknowledges that Rogers is not responsible for delays in the Professional Deployment Services that are outside of Rogers' control.
- 4.12 Any implementation delays or any return trips required to the Customer Site for any reason (eg. Customer cabling not ready, site access not available, etc.) where Rogers is not responsible will be billable to the Customer at standard daily Professional Services rates.

4.13 Customer is responsible for providing all information regarding numbers to be ported to the Unison Services.

Definitions

The following definitions are used in relation to Rogers Unison Services. Any capitalized terms not defined below are defined in the Agreement.

Analog Telephone Adapter (ATA) is a premise-based device that supports the connection of a single analog device (FXS) to the Unison Services over the Customer's IP network.

Auto Attendant DID means a Direct Inward Dial telephone number that is for incoming calls only to the Unison Auto Attendant application. Unison Auto Attendant is a fully automated answering system that professionally greets callers and directs their calls to the right destination.

Business Day means Monday to Friday inclusive, excluding statutory holidays observed in the Province of Ontario.

Cable means broadband connectivity delivered over cable equivalent to Internet connectivity.

Core Network means the Rogers core network. This includes all network infrastructure between the Provider Edge (PE) equipment.

Direct Inward Dial (DID) is a unique telephone number that allows an endpoint to be reached directly from the PSTN.

Dual Persona DID means a Direct Inward Dial telephone number that can be used for both inbound and outbound calls. Dual Persona allows Unison Mobile and Hybrid users to have both a traditional wireline telephone number and a wireless telephone number terminate to the same wireless device. The Dual Persona number can be from any Canadian province as long as it is within a Rogers wireless serviceable area and can include currently installed telephone numbers provided by a 3rd party carrier which can be ported over to the Unison environment.

E911 means Enhanced 911 which provides more accurate location information for emergency calls made from wireless phones. E911 Emergency operators that have the necessary systems deployed receive the caller's phone number and the geographic coordinates associated with the caller's approximate location.

EON means Ethernet Optical Network.

FXS – Foreign eXchange Subscriber interface is the port used by analog devices to deliver the analog line to the subscriber. An FXS (ATA) adapter is used to connect an analog device to the Unison service.

Hunt Group DID means a Direct Inward Dial telephone number that is for incoming calls only to the Unison Hunt Group service. Hunt groups route incoming calls between members of a group – ringing all hunt group member telephones at the same time or in an order determined by the Customer.

International means wireless or wireline voice, traffic terminating to a country other than Canada or the United States.

North American means wireless voice traffic terminating to and/or originating from the United States, and wireline voice traffic terminating to the United States.

No Trouble Found means that through its network management system, Rogers was unable to isolate the fault and after reasonable efforts could find no evidence of a service disruption.

Out of Service means when a specific Customer site is unable to perform call processing or access the PSTN, an "Out of Service" condition will be recorded in the incident ticket. Out of Service conditions can either be declared automatically by the Rogers trouble reporting system, or manually by a Rogers' technician following validation of a Customer reported outage.

PBX means Private Branch Exchange and refers to a real or virtual (IP) switching system that serves a private organization and performs concentration of central office lines or trunks and provides intercommunication between a large number of telephone stations in the organization.

Public Safety Answering Point (PSAP) means a communications centre which receives 911 calls and transfers such calls to the appropriate emergency services provider.

PSTN means Public Switched Telephone Network

Registered Location means, for any particular Customer subscriber to Unison Services, the street address, unit number, city, province and postal code for the location where such Customer subscriber is utilizing the Unison Services.

Rogers Wireless Network means the Rogers-owned wireless transmission facilities.

Rogers Wireline Network means the Rogers-owned fibre and cable transmission facilities where local services (PSTN) are available.

Site means a geographic location where one or more of the Customer's Services is delivered.

Team Voicemail means a voicemail inbox for your Auto Attendant and Hunt Group phone numbers, which is shared between your team members, such that anyone can access them.

Unison Softphone means a software based telephony application that can run on supported versions of the Windows and MAC operating systems, as well as supported versions of mobile operating systems including Android and iPhone/iPad IOS.

Wireless Business Phone means a wireless modem which connects to the Rogers Wireless Network and supports the connection of a single analog telephone device.

Software as a Service

The following terms pertain specifically to Software as a Service Services supplied by Rogers to you.

1. **Definitions.** Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Agreement or in RBAM. The following terms, when capitalized, have the following meanings:
 - 1.1 **Business Day** – means Monday to Friday inclusive, excluding all observed public statutory holidays in Ontario.
 - 1.2 **RBAM** – means the Rogers Business App Market, available at <https://businessmarket.rogers.com>.
 - 1.3 **SaaS** – means Software as a Service and refers to the Software that you may purchase through RBAM and which is sold on a subscription basis (monthly or yearly).
2. **General Description.** Subject to the terms of this Agreement, you may purchase or modify the number of SaaS subscriptions you have using the RBAM portal. From time to time, Rogers may remove, add, or alter the SaaS applications available through RBAM.
3. **Billing Clarification.** You will only be invoiced for the total number of SaaS licenses that are present on your RBAM account each month. You may increase the total number of licenses on your RBAM account at any given time by either calling your Rogers support team or through the self-serve portal accessed via your RBAM account. Decreasing license count for all products sold on RBAM is allowed at no charge except for Microsoft SaaS which are only permitted on Microsoft “Month-to-month” subscriptions as indicated on the Product Quotation. Licenses active for a partial month will be billed for the entire month, as license charges are not pro-ratable. Notwithstanding the number of SaaS licenses listed in the Agreement, you will only be billed for those licenses activated on your RBAM account. The Rogers onboarding team will work with you to ensure that the accurate number of licenses are added to RBAM when the solution is initialized for you
4. **Pricing Changes.** Notwithstanding any other provisions, should Rogers’ licensor increase the prices of the SaaS licenses, Rogers shall increase Customer’s prices accordingly, upon thirty (30) days notice.
5. **Service Term.** The Service Term for any Products or Services purchased pursuant to this Schedule will be set out in the applicable Product Quotation. These terms commence on the date of signature of the Agreement, or inclusion of these terms to the Agreement by way of amendment and ends when the Agreement terminates or the last subscription in RBAM is cancelled. Upon expiration of the Initial Service Term or any Service Renewal Term, these terms will automatically be renewed on the same service terms, conditions and price/discount negotiated for the Initial Term for another Service Term unless you or Rogers provide written notice of non-renewal or cancellation to the other at least 30 days in advance.
6. **Subscription Modification.**
 - i. **General.**
 - a) Increase: You may increase the total number of licenses on your RBAM account at any given time by either calling your Rogers support team or through the self-serve portal accessed via your RBAM account.
 - b) Decrease: Decreasing license count for all products (except Microsoft SaaS as outlined in section 6.b.) sold on RBAM is allowed at no charge
 - ii. **Microsoft SaaS Specific.**
 - a) For Microsoft SaaS quoted on a month-to-month basis you may increase, decrease or cancel subscriptions on your RBAM account at any given time by either calling Rogers support team or through the self-serve portal accessed via your RBAM account.
 - b) For Microsoft SaaS that are quoted for greater than 1 month, you may increase the total number of licenses on Customer’s RBAM account at any given time by either calling Rogers support team or through the self-serve portal accessed via Customer’s RBAM account, or you may decrease and/or cancel subscription(s) once a year at every 12th month anniversary of the initial RBAM subscription initiation.
 - c) Notwithstanding any other provision, the four products on Table 1 will have no license decrease and/or subscription cancellation limitations.

Table 1

Product / Services
Microsoft 365 Business Basic
Microsoft 365 Business Standard
Microsoft 365 Business Premium
Microsoft Teams Phone Standard
Microsoft Teams Essentials

- 7. Specific Terms & Conditions.** Any SaaS provided to you through RBAM is subject to the respective terms and conditions for each SaaS product posted on Rogers.com/terms, as updated from time to time (e.g. Microsoft 365 would be subject to the Microsoft 365 terms and conditions available on Rogers.com/terms). No early termination is permitted for Microsoft licenses greater than a one (1) month Term.
- 8. Limitation of Liability.** Rogers shall not be liable for any damages arising from the use of the Software itself. Rogers' sole responsibility is to provision the licenses that you have subscribed to and operate the RBAM portal.
- 9. Early Termination Fee.** Subject to any prohibitions against early termination set out in Section 6, SaaS licenses that can be terminated are not subject to any Termination Fees.

Microsoft 365 Business Voice and Calling Plans – Distributed by Rogers

The following terms apply to your purchase of SaaS licenses from Rogers for Microsoft 365 Business Voice and Calling plans ("**Microsoft Voice**") where such Microsoft Voice licenses have been purchased by you:

- 1. Scope.** Rogers licenses the suite of products and services known as Microsoft Voice to Customer on a per user per month basis.
- 2. License.** Microsoft Voice is licensed and not sold. Microsoft Voice is an add-on license to eligible Microsoft 365 plans. The Microsoft Teams application is required to use Microsoft Voice. Upon Rogers' acceptance of each order, and subject to Customer's compliance with these terms and conditions, Rogers grants Customer a nonexclusive and limited license to use the Microsoft Voice ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under these terms and conditions or Governing Law. "**Use Rights**" means the license terms and terms of service for each Product published at microsoft.com/licensing/docs/customer-agreement and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product.
- 3. Registration Requirements.** Customer must enter or provide valid credit card information on Microsoft 365 Admin Portal (<https://go.microsoft.com/fwlink/?linkid=2081615>) to subscribe for the service.
- 4. Duration of licenses.** Licenses granted on a Service Term basis expire at the end of the applicable Service Term unless renewed, as set forth in a Quotation. Where no Service Term is provided, the licenses are provided on a month-to-month Term. If a Service Term expires and the Customer continues to use Microsoft Voice, the licenses will be deemed to be continued on a month-to-month basis.
- 5. End Users.** Customer will control access to and use of Microsoft Voice by End Users and is responsible for any use of Microsoft Voice that does not comply with this Agreement.
- 6. Limitations on Use.** Customer must not (and is not licensed to): (1) reverse engineer, decompile, or disassemble any Product, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; (3) work around any technical limitations in a Product or restrictions in Product documentation; (4) separate

and run parts of a Product on more than one device; (5) upgrade or downgrade parts of a Product at different times; (6) transfer parts of a Product separately; or (7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.

Each user license entitles a single user to install the Microsoft Voice 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 Microsoft Voice 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 Microsoft Voice 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.

7. Calling Rates, Long-Distance & Toll-Free Calling.

(a) Microsoft calling plans include unlimited incoming calls per month at no extra cost.

(b) Microsoft calling plans include 3,000 minutes per month of outgoing calls made to Canada, USA and Puerto Rico. These minutes are pooled at the tenant level, and any additional overage minutes of outgoing calls will be charged on customers credit card by Microsoft using Communication Credits.

(c) International Long Distance outgoing calls will be charged on customers credit card by Microsoft using Communication Credits or customers can subscribe to International Calling Plans with an additional monthly service fee. Outgoing calls International Long Distance rates can be found on <https://products.office.com/en-us/microsoft-teams/voice-calling#Pricing>

(d) Any Toll-Free services required for Microsoft Teams will be billed directly by Microsoft on customers credit card. Rogers cannot provide a Toll-Free number for Microsoft Teams or Microsoft 365.

8. Telephone Numbers. Rogers is only reselling and supporting Canadian phone numbers with Microsoft 365 and Microsoft Teams as part of the Microsoft Voice service. For more information and terms about the Microsoft Voice plans, please review the Microsoft Customer Agreement at microsoft.com/licensing/docs/customer-agreement.

9. Non-Microsoft Products. In the event that Customer is using any non-Microsoft product in conjunction with Microsoft Voice, neither Rogers nor Microsoft are parties to the non-Microsoft product terms and conditions. Customer is solely responsible for its use of any Non-Microsoft Product, including if the non-Microsoft product requires Microsoft to provide Customer information as part of such use. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products.

10. Effect of termination or expiration on Microsoft Voice. If the Customer's Service Term expires or its rights under these Terms are terminated by Rogers or Microsoft, then Customer must delete all copies of Microsoft Voice 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 Microsoft Voice, the Customer will have ninety (90) days to retrieve and migrate its data from Microsoft Voice 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 Microsoft Voice platform, without liability to the Customer.

11. Limited Warranty & Remedies.

(a) Microsoft warrants that Microsoft-hosted services will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA. All applicable SLAs are published on microsoft.com/licensing/contracts or a successor site.

(b) Microsoft warrants that the software version that is current at the time will perform substantially as described in the applicable product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software.

(c) The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

(d) The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of products that Customer is permitted to redistribute.

- (e) Except for the limited warranties above and subject to applicable law, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.
12. Professional Services. The Customer also has the option of purchasing the Professional Services from Rogers, including but not limited to the configuration of the Customer's Microsoft Voice, the configuration of Customer's users, and the migration of Customer's Microsoft Voice over to Rogers. These Professional Services may be subject to additional terms and conditions, which the Customer would have to agree to at the time of purchase.
13. Quality of Service. Rogers provides no guarantee of Quality of Service related to voice connectivity while using Microsoft Voice 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. Microsoft Voice requires a user to be signed in with their correct username and password on a minimum of one endpoint/device in order to use Microsoft Voice. 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 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.

9-1-1 LIMITATIONS OF MICROSOFT VOICE

14. Limitations for Emergency Calling. By using Microsoft Voice, you acknowledge and agree to the information in this section regarding the limitations of using the service for dialing 9-1-1. If you are not comfortable with these limitations, we recommend that you not use the service, or consider an alternate means for accessing traditional 9-1-1 emergency services. We recommend you keep an alternative phone service handy to increase the reliability of your access to emergency services during any service interruption. Note: Microsoft Voice cannot support emergency calls made outside of Canada. Ensure you are connected to a mobile network when attempting to make an emergency call outside of Canada to be routed to the nearest emergency services. You agree to inform all people who use Microsoft Voice on your device of the following limitations and requirements.
- (a) **Your 9-1-1 Emergency Address.** When you first subscribe to Microsoft Voice, you will be asked to provide the full address for your most likely location for all employees. You may only register one (1) 9-1-1 Emergency Address 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 location associated with the employee using Microsoft Voice is changed. If you do not correctly identify the actual location where you were 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.
- (b) **Placing 9-1-1 Calls.** If you dial 9-1-1 from your device using the mobile network (i.e., not using Microsoft Voice, or a Microsoft Teams application, your call routes automatically to the proper Public Safety Answering Point based on the location you are calling from. When the call is made using Microsoft Voice, your call routes to a specialized emergency call centre that will transfer your call to the correct PSAP by using the 9-1-1 Emergency Address you specified or based on the location you have provided to the 9-1-1 operator. When using Microsoft Voice to dial 9-1-1, you must immediately inform the 9-1-1 operator of your location (or the location of the emergency, if different) if you are able to do so. It is important that you do not hang up unless directly told to do so, and if disconnected, immediately dial 9-1-1 again. You should also be prepared to provide your call-back number to the 9-1-1 operator. If you use Microsoft Voice to dial 9-1-1 and the Internet connection is lost, your 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 you. If this occurs, dial 9-1-1 again.
- (c) **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/or Microsoft and are responsible for maintaining and updating the 9-1-1 Emergency Address associated with your device. If you do not update your 9-1-1 Emergency Address and do not correctly identify the location of the emergency, 9-1-1 calls made using

Microsoft Voice will be routed based on your previously provided 9-1-1 Emergency Address and therefore may be routed to the incorrect PSAP for the emergency location. If you are unable to speak, the dispatcher may not be able to locate you if you have failed to update your 9-1-1 Emergency Address. You may update your 9-1-1 Emergency Address on the Microsoft Online Portal. If the validation service is not able to recognize the proposed 9-1-1 Emergency Address you provided, you will be provided with a recommendation for correction of the 9-1-1 Emergency Address. If you choose to override the recommendation, your 9-1-1 Emergency Address may not be properly validated and updated. Therefore, in the event of an emergency, it is important to immediately inform the 9-1-1 operator of your location you are calling from (or the location of the emergency, if different). It is strongly encouraged that you always have an alternate means of accessing 9-1-1.

(d) **Connection Time and Technical Difficulties.** For technical reasons, your 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 Microsoft Voice feature is 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.

(e) **Features Not Available for 9-1-1 Calling Using Microsoft Voice.** The following features will not be available for 9-1-1 Calling using Microsoft Voice: Call Transfer (you 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 (you cannot forward calls to 9-1-1). In addition, you will not be able to put a 9-1-1 call on hold. T9-1-1 Service is not available for 9-1-1 Calling using Microsoft Voice (you cannot communicate with 9-1-1 operators via text message for deaf, hard of hearing or speech impaired users).

Limitation of Liability. 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 **Microsoft Voice**, 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 Rogers™ 9-1-1 dialing capability.

Ginger Services

This Schedule pertains specifically to Ginger Services supplied by Rogers to you. Ginger Services include, the Ginger Help Desk services (“Ginger Help Desk”), Ginger Mobile Device Management services (“Ginger MDM”) and Ginger Telecom Expense Management services (“Ginger TEM”).

1. Ginger Help Desk

1.1. Offering

Ginger Help Desk is a specialized mobility help desk service which assists you in managing incoming requests from employees about your mobile devices. You are provided with a dedicated email and phone number to manage requests within a ticketing system.

Ginger Help Desk provides multiple functions and features described in Table 1 below.

Table 1 – Ginger Help Desk Functions and Features

Ginger Help Desk
Management of carrier portal
Incoming calls and email requests
Activations, suspensions, deactivations
Hardware upgrades
Level 1 help desk support (troubleshoot)
Repair service with web-portal and access to 80+ locations across Canada
Integration of ServiceNow (if applicable)
Integration with Your LDAP file
Your Telecom Administrator emergency contact after support hours* 24/7

**See Section 1.3- Ginger Help Desk Support*

1.2. Service Deployment Standard Timelines

The table below outlines standard timelines for the deployment of Ginger Help Desk Services. Should you require a custom deployment schedule, the details of such schedule will be outlined in a change request.

Table 2 – Ginger Help Desk Standard Timelines

Project Phase	Activities	Estimated Duration
Implementation & Kick-off	<p>Phase 1:</p> <ul style="list-style-type: none"> • Implementation Plan & Onboarding Preparation • Kick off and Discovery Meeting • Requirements Planning and next steps • Current business objectives & priorities • Critical Path Deliverables <ul style="list-style-type: none"> ➤ Current invoicing & AP processes ➤ Corporate HR feeds ➤ Security & business policies ➤ Report Definitions • Product Catalog • Process mapping • Telecom Policy review • Spare phone management review 	2 weeks
Service Overview	Phase 2 – Service deployment	1 week

	<ul style="list-style-type: none"> • Testing contact points (Tickets, Phone) • Training Agent on the client Processes & Policy 	
Total		3 weeks

1.3. Ginger Help Desk Support

Support will be provided to you by the supplier by sending a request to support@gingertelecom.com or by phone at the dedicated number provided. Support service operating hours are Monday to Friday from 8:30am to 5pm local time.

2. Ginger MDM

2.1 Offering

Ginger MDM is a solution which ensures 100% adhesion on mobile device management from your employees while managing the day-to-day activities and security of your mobility fleet. This solution offloads precious time from internal IT staff by leveraging the approach of managed services.

Ginger MDM Managed solution includes the functions and features described in Table 3 below.

Table 3 – Ginger MDM Functions and Features

Ginger MDM
Various device enrolment options including Zero Touch enrollment
Integrated with Apple Business Manager (device enrolment program)
Integrated with Samsung KME (Knox Mobile enrollment program)
BYOD integration with Corporate container management
Remote wipe, Remote access & Password management
Chrome & Windows 10 devices enrollment
Per-App VPN functionality
Restrictions deployment
Web and App content filtering - blacklisting
Integrated with Exchange ActiveSync
Enterprise SSO (Single Sign On)
Certificates management tool
Application management on Apple, Android and Windows store
Group management with various policies
Automated reporting functionality
Shared dashboard view
No server required

2.2 Service Deployment Standard Timelines

The table below outlines standard timelines for the deployment of Ginger MDM. Should you require a custom deployment schedule, the details of such schedule will be outlined in a change request.

Table 4 – Ginger MDM Standard Timelines

Project Phase	Activities	Estimated Duration
Kick-off and Requirements review	Phase 1: <ul style="list-style-type: none"> Review of your requirements on mobile security desired features. 	1 day
System configuration	Phase 2: <ul style="list-style-type: none"> Configuration of MDM based on your preferences. Creation/integration ABM and KME accounts* 	1 week after kick-off
Enrollment and testing	Phase 3: <ul style="list-style-type: none"> Proceed with Test device enrollment and adjust if necessary. Proceed with device enrollment and support to you. 	1 week after Phase 2
Total		3 weeks

*You need to provide AMB and KME account numbers for integration.

2.3 Onboarding Activities

Table 5 – Ginger MDM Onboarding Activities

Title	Description	Format
Initial Kick-off	Meet with you to review system capabilities and requirements from your part to complete the configuration.	Online meeting
Integration of ABM and KME accounts	Assist you in creating/integrating your ABM + KME accounts for automated device information transfer to the MDM	N/A
Pre-launch System and testing	Review with you on system setting and perform testing on some devices	Online meeting
Deployment	Official launch of MDM with enrollment of devices	Online meeting

2.4 Ginger MDM Support

Support will be provided to you by the supplier by sending a request to gingermdm@gingertelecom.com or by phone at 514-673-2337. Support service operating hours are Monday to Friday from 8:30am to 5pm local time.

3. Ginger TEM

3.1. Offering

Ginger TEM is a cloud-based platform that provides greater visibility notably on mobility cost and usage from various wireless service providers' electronic bills. Paired with your internal information (cost centers, divisions, departments, managers, etc.) the Ginger TEM solution can provide a variety of reports for your reporting and analysis. Along with the reporting capabilities, Ginger TEM provides a set of additional tools such as inventory management, ordering portal, request tracking system to outside vendors and an alert system based on billing review.

Ginger TEM provides multiple functions and features described in Table 6 below.

Table 6 – Ginger TEM Functions and Features

Ginger TEM
Initial configuration of system with your information
List of standard reports from the industry
Invoice audit and cost optimization report
Monthly data upload
Credit request management if applicable
Up to 2 Custom reports including reports on-demand
Inventory management tool
Automated report distribution
Ordering portal with electronic approval system
LDAP/HR info integration for cost distribution
Integration with Rogers Help Desk service
Up to 4 access profiles on system
Available online 24/7
Training on system (2 sessions of 1:30 hrs.)
System update and maintenance

3.2. Service Deployment Standard Timelines

The table below outlines standard timelines for the deployment of Ginger TEM Services. Should you require a custom deployment schedule, the details of such schedule will be outlined in a change request.

Table 7 – Ginger TEM Standard Timelines

Project Phase	Activities	Estimated Duration
Implementation & Kick-off	<p>Phase 1:</p> <ul style="list-style-type: none"> • Implementation Plan & Onboarding Preparation • Kick off and Discovery Meeting • Requirements Planning and next steps • Current business objectives & priorities • Critical Path Deliverables <ul style="list-style-type: none"> ➤ Current invoicing & AP processes ➤ Corporate HR feeds ➤ Security & business policies ➤ Report Definitions • Product Catalog • TEM Configuration and setup 	2 weeks
Platform overview	<p>Phase 2 – Your platform overview and initial training</p> <ul style="list-style-type: none"> • Review of initial platform configuration and identification of gaps with you. • Test and review report samples • Training to your Administrators on new platform, processes, etc. 	After 1 week from Phase 1 kick off meeting
Platform Sign-off	<p>Phase 3 – Your sign-off session</p> <ul style="list-style-type: none"> • Review with your latest changes on platform based on 	1 week after Phase

	requirements. <ul style="list-style-type: none"> • Perform 2nd and last training session on platform • Setup support and change request procedure with you • Provide dedicated email and phone number to manage requests 	2
Total		4 weeks

3.3. Ginger TEM Support

Support will be provided to you by the supplier by sending a request to support@gingertelecom.com or by phone at the dedicated number provided. Support service operating hours are Monday to Friday from 8:30am to 5pm local time.

4. Professional Services

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

5. Termination Fees

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

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

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

6. Initial Service Term

The Ginger Services are provided for an Initial Service Term set out in the Agreement.

7. Renewal Term

Notwithstanding anything to the contrary in the Agreement, upon the expiration of the Initial Service Term or any Service Renewal Term, this schedule will automatically be renewed on the same terms and conditions for consecutive month-to-month renewal period(s) unless either party provides written notice of non-renewal or cancellation to the other at least 90 days in advance.

8. Your Billing

Billing will begin on the earlier of (i) the date the applicable Ginger Service is available for your use, or (ii) thirty (30) days following the signature of the agreement or amendment for the applicable Ginger Service.

9. Limitation of Liability

Notwithstanding anything to the contrary in the Agreement, Rogers' total cumulative liability for Damages arising out of or in connection with the provision of Products or Services under this Schedule, whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory even if Rogers has been advised of the possibility of those damages, is limited to direct, actual, provable Damages and will in no event exceed an amount equal to the total aggregate monthly fees paid for the Products or Services provided pursuant to this Schedule during the three month period before the event giving rise to the Damages, less all discounts and credits and amounts paid for previous Damages for such Service. Rogers' liability shall be limited in

all cases to direct damages and in no event shall Rogers be liable for lost profits, loss of data, economic loss, down time costs, costs of substitute goods or services, lost goodwill, loss from work stoppage, cost of overhead, loss of anticipated benefits hereunder, or any indirect, incidental, consequential, special or exemplary or punitive damages of any kind.

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

Push to Talk Services

The following terms pertain specifically to Rogers Push to Talk service supplied by Rogers to you.

DESCRIPTION

This description pertains specifically to Rogers' Push to Talk ("PTT") service in partnership with industry leader TASSTA and powered by Novatek DMI ("Novatek") (together known as the "Service" or "Services") Rogers' wireless services, including the wireless services provided with the Service, are provided over a coast-to-coast Rogers Wireless Network based on 3G, 4G, LTE and Wi-Fi. The Service application provides your device the ability to function like a two way radio around the Rogers Wireless Network. You can communicate directly to another Service subscriber on any data network. Since the Service calls are half-duplex, only one subscriber can transmit by PTT at a time; the other party is unable to transmit until the transmitting user unkeys their Service button. A Service transmission can be sent to one or multiple recipients.

Service Features

Dispatcher Options

Standard PC Dispatcher -

Includes private and group calls, text and multi-media messaging, GPS location, call and history reporting (up to 7 days), emergency calls.

Pro Dispatcher – (You are required to subscribe to Pro Dispatcher license in order to utilize additional features)

You are required to have the Pro Dispatcher to be able to utilize all added on features eg, LWP, Task Manager etc.) and it includes multi-group scan, Dynamic group call, call queuing, maptools and geofencing, LoneWorker, call recording and location history (up to 7 days) and emergency calls.

Call and GPS History up to 30 days (based on a 5 min polling rate per user) can be added on.

Longer periods for history are possible and will need to be discussed on a case by case basis.

Additional Product Features (You are required to subscribe to Pro Dispatcher license in order to utilize additional features)

Push to Video

- Push to video to an individual
- Push to video to a defined group
- Push to video
- Remote video
- One-one video call
- Emergency Video call

Lone Worker Protection.

- ManDown
- No movement alarm
- Emergency Call
- Periodic Check
- Remote Control/Recording
- Crisis Team

Task Manager

- Distribute orders (to multiple users)
- Specify orders while sending files

- Different order-types and priority

Indoor Localization

- Localization in buildings as extension to GPS
- High accuracy also in multistoried buildings

3D Map for Indoor

- Localization in buildings as extension to GPS
- High accuracy also in multistoried buildings

Call history 30 days & GPS History Reporting (6 months, based on 5 min poling rate per user)

- Six (6) months, based on (5) minute poling rate

Help Desk and Support

Support Process Flow

On a process level all Faults identified by you must be addressed as follows:

- You undertake first level analysis of the Fault as provided herein or as further detailed in any Documentation provided to you by Novatek;
- Where you are unable to resolve a Fault via 1st Level analysis, the Fault must be reported to the Novatek's Help Desk as per the contact details provided herein by raising a Trouble Ticket in accordance with Part V; and
- Novatek will record the Trouble Ticket in the Fault Reporting System and either resolves it or forwards it to any third-party issues to the appropriate third-party resource for resolution, pursuant to the terms of this SLA.

Help Desk

The Help Desk is an interface between your operations and support teams and the Novatek support team providing you with access to a centralized facility for reporting Faults and raising Queries, receiving Updates, reviewing and installing Upgrades and escalation. The Faults should always be raised via logging of a Trouble Ticket, including the Faults which are reported directly to the Help Desk via telephone line. Help Desk contact information is shown below:

- Fault Reporting System: Online service available at: <http://service.tassta.com> (24/7/365)
- Help Desk: (Montreal, Canada) +1-514-800-1312 (Mon. to Fri. 9:00-19:00 EST)

Emergency Support Services

The Fault Reporting System (for SL1 and SL2) is available 24 hours a day, 7 days a week via WEB interface on service portal. Calls to the Help Desk are generally answered immediately (during Business hours only). During the call, an initial description of the problem must be clearly communicated to the Novatek support engineer. At that time, the Novatek engineer will, if possible, give immediate instructions to help alleviate the problem.

You should immediately log a Trouble Ticket into the Fault Reporting System and send a supporting email to support@novatekint.com with a clear written description of the Fault. Remote access to the system MUST also be immediately activated by you and details provided to the Novatek engineer verbally and in email.

A Novatek technical engineer shall respond within Fault reaction time schedule defined in Part V of a Trouble Ticket being raised, to assess and help resolve the problem via phone, email, remote access or other viable means. A tracking number for the incident will be issued to you during this follow up process.

Your Responsibilities

Contact Information

You are required to provide your Support Network Operations Engineer and your Care Manager Personnel (“**Personnel**”): contact phone numbers, e-mail addresses, Manager’s name and other necessary information if applicable.

Your Personnel will be responsible for logging all Trouble Tickets with Novatek’s Help Desk.

Your Personnel should have attended Novatek’s training courses associated with TASSTA (or have undertaken such training internally). This will help them to have a better understanding of the information required by the Help Desk when a Trouble Ticket is raised; and

Should someone who is not a named position (with appropriate training) raise a Trouble Ticket, Novatek reserves the right not to progress the Trouble Ticket until Rogers has verified the identity of the individual with the named contacts.

First Level Support (SL1)

You shall perform 1st level support for the Service(s), including the performance of all activities, administration and monitoring as detailed in the relevant Services documentation or as advised by Novatek from time to time.

First level support is normally provided by appropriately trained staff from your own organization.

The typical types of activities covered by first level support include (not exhaustive):

- Resolving all Faults identified as your responsibility and raising a Trouble Ticket with Novatek’s Help Desk, in accordance with the procedures herein, for all FAULTS identified as Novatek/Third party responsibility;
- Investigating Faults relating to the interconnection between Novatek’s Service(s) and your network;
- Performing system traffic monitoring which indicate local outages (for example, interface connection unavailable), to escalate the problem to relevant department and monitoring the clearing of the raised alarm and/or the availability of the Service(s);
- Complying with the Downtime Schedule procedure outlined in Part V.
- Providing additional capacity requirements in a timely manner – subject to Novatek’s recommendations;
- Providing an onsite resource for grant access matter to permit Novatek to do the installation of Updates, patches or fixes on site or remotely;
- Performing basic system diagnostics when Faults are being reported, such as connectivity checks; data, log and traffic capture; and checking of external components owned and managed by you.

In addition, you must inform Novatek in advance of any network changes or other matters that may affect the Service(s).

Fault Reporting Procedure and Trouble

The first step in resolving a Fault that cannot be resolved via First level support is for you to raise a Trouble Ticket with Novatek’s Help Desk.

Each Trouble Ticket should contain at least the following details:

- Identification and location of the Service(s) affected;
- Contact name and number of the person raising the Trouble Ticket for Novatek to liaise with during Fault resolution;
- Time and date Fault first identified;
- Detailed description of the Fault and circumstances in which it arose, including how the identified Fault deviates from normal Service operation. Where possible, attachments should be provided e.g. a copy/paste of a log output details or screenshot;
- What actions and/or investigations (if any) have been undertaken by you pursuant to first level support; and
- Any other relevant matters.

In addition, you must inform Novatek in advance of any network changes or other matters that may affect the Service(s).

Access and Security

You shall provide in a timely fashion (if applicable but not exhaustive) remote access to your data network with IP addresses of each of the supplied nodes.

Your technical support personnel shall assist in solving problems interactively with the assistance of Novatek's 2nd level and 3rd level service support teams.

You shall provide appropriate and expedient access, environment and facilities in the event of onsite attendance by Novatek's personnel.

Novatek is not responsible for any delays in correcting Faults due to your failure to comply with the above.

Escalation

You will follow the escalation procedures described below.

Service Level Objectives

This Service Level Objective ("SLO") records the agreed support and maintenance procedures, including:

- How to contact Novatek's Help Desk;
- Raising Trouble Tickets;
- Responsibilities of the parties;
- Fault classification;
- Fault correction process; and
- Escalation process.

Unless otherwise specified, the scope of this SLO does not include SLOs that may be entered into by Rogers or you directly with third parties, including Hardware providers and other suppliers.

Unless otherwise specified, the provision of all support and maintenance services under this SLO and any termination thereof shall be governed by the terms and conditions of the Agreement, including any written variations or amendments made to these instruments from time to time.

SUPPORT PROCESS FLOW

On a process level all Faults identified by you must be addressed as follows:

- You undertake 1st Level analysis of the Fault as provided herein or as further detailed in any documentation provided to you by Novatek;
- Where you are unable to resolve a Fault via 1st Level analysis, the Fault must be reported to the Novatek's Help Desk as per the contact details provided herein by raising a Trouble Ticket in accordance with this Part V.
- Novatek will record the Trouble Ticket in the Fault Reporting System and either resolves it or forward any issues to the appropriate resource for resolution, pursuant to the terms of this SLO.

HELP DESK

The Novatek 's Help Desk is an interface between your operations and support teams and the Novatek's support team providing you with access to a centralized facility for reporting Faults and raising Queries, receiving Updates, reviewing and installing Upgrades and escalation. The Faults should always be raised via logging of a Trouble Ticket, including the Faults which are reported directly to Call Centre via Novatek's Help Desk.

EMERGENCY SUPPORT SERVICES

The Fault Reporting System (for SL1 and SL2) is available 24 hours a day, 7 days a week via WEB interface on service portal (additional fee applies). Calls to help line number are generally answered immediately (during Working Hours only). During the call an initial description of the problem must be clearly communicated to the Novatek support engineer. At that time, the Novatek engineer will if possible give immediate instructions to help alleviate the problem.

You should also immediately log a Trouble Ticket into the Fault Reporting System and send a supporting email to support@novatekint.com with a clear written description of the Fault. Remote access to the system MUST also be immediately activated by you and details provided to the Novatek engineer verbally and in email.

A Novatek technical engineer shall respond within fault reaction time schedule of a Trouble Ticket being raised, to assess and help resolve the problem via phone, email, remote access or other viable means. A tracking number for the incident will be issued to you during this follow up process.

RECONFIGURATION AND CUSTOMISATION SERVICES (CHANGE REQUESTS)

Novatek will provide technical services for reconfiguration and customization services known as "Change Requests". Change Requests must be agreed to in writing and will be quoted separately.

SECOND SERVICE LEVEL SUPPORT (SL2)

The typical types of activities covered by second level support are:

- Second service level support provides application failure assessments and corrections associated with a support call.
- The elimination of an error condition in a Software application, which is impacting the operability of a production system.
- Second service level support covers all associated coding, testing, change control, Software distribution, documentation, job rerun, and file recovery required to fix the error condition.
- System reconfiguration (including LAN configuration);
- Fault trouble-shooting diagnostics;
- Software Updates.

Novatek's Second Level Basic Support Services include the following:

- Provide immediate assistance to Level 1 Support (Help Desk);
- Assist Level 1 in problem (Trouble Ticket) prioritization;
- Provide immediate support and priority on application failure;
- Providing application recovery from outages;
- Fixing job failures;
- Fixing production system problems;
- Correcting erroneous data, data fill and flow problems;
- Provides feedback and status report to level 1 until problem is resolved and problem is closed;
- Use surveillance and data collection tools to gather application level fault information;
- Analyze application fault information and conduct root cause analysis;
- Disseminate information to help prevent problems and ensure effective client support;
- Discuss and review with application developers, system designer's operations personnel and third-party supplier's future upgrades, changes and quality standards;
- Coordinate problem resolution with Help Desk, Operation Management and Service Partners;
- Provide technical recommendations in negotiations involving service/technology enhancements.

Notwithstanding anything herein to the contrary, Novatek's Second Level basic support services at level two does not include the following:

- Software Update and Upgrade;
- Adaptive maintenance - whatever activities to adapt the system to changed operating environments; and
- Perfective maintenance - whatever activity related to system code optimization.

Novatek's second Level basic support services can be extended with additional services at your request at an additional cost. The enhanced support services are subject of Change Request and appropriate service charges.

Novatek's Second Level enhanced support services may include but not limited to the following:

- Software Update or/and Upgrade;
- Adaptive maintenance means activity to adapt system to changed operating environments;
- Perfective maintenance means system Software optimization to current system working environments (e.g. optimization of scripts code, system configuration, algorithm logic and etc.);
- Factory Acceptance Tests (FAT)
- Hardware installation, update, upgrade on your premises;
- Software installation, update, upgrade on your premises;
- System commissioning;
- Site Acceptance Tests (SAT);
- Preventive maintenance;
- Corrective maintenance; and
- O&M training.

THIRD SERVICE LEVEL SUPPORT (SL3)

The typical types of activities covered by third level support are:

- Third service level support includes such work as is necessary to ensure the Service remains in conformity with the specified functionality. Novatek shall independently or in response to an escalation from second level support, provide Workarounds or Updates to the Services that will ensure the restoration and operation of a Service(s);
- Fault technical diagnostics;
- Interim Workarounds; and
- Software Update generation.

Novatek's third level support services include the following:

- raising Trouble Tickets for any Faults identified during routine maintenance including providing Novatek's
- recommendations or Updates to resolve;
- (during Business Hours only) an advisory and explanatory service with respect to the Service including the provision of a telephone consultation service;
- for some solutions to assist your designated person to identify transaction status and deal with any routine problems;
- following the raising of a Trouble Ticket, a Fault correction process;
- the deployment of Updates;
- where Upgrades are not included within the agreed commercials, Novatek shall provide technical and functional details and quote prices to you regarding such Upgrades from time to time; and
- other reasonable general assistance in the use of the Services as may be requested by you.

Notwithstanding anything herein to the contrary, the support services do not include the following services or facilities:

- an advisory and explanatory service to users of the Service who have not attended the appropriate level of training or who have not adequately reviewed the Documentation (including FAQ's, release notes, product description and other information materials provided by Novatek) as amended from time to time; or
- post-installation configuration(s) or customization(s) of the Service, outside of the agreed solution functionality, unless such configuration(s) or customization(s) have been supplied and paid for in accordance with the Agreement or otherwise agreed to by Novatek;
- any services required or requested due to problems arising in your internal systems including Faults arising in the interface between Novatek and your systems where the Fault is caused by your system not complying with the agreed specifications;
- problems arising from the inappropriate use of the Service; or
- configuration requirements resulting from addition by you of new network elements, interfaces, applications, etc.

THIRD PARTY COMPONENTS

Notwithstanding anything herein to the contrary, Rogers does not take any responsibility in providing any type of goods from a third party or anybody else during the delivery process nor will Rogers be responsible in any event for any sort of damage, neither any type of Fault concerning the non- functioning of goods provided by third parties.

Any guarantee of these goods mentioned above, should be given by the applicable third party and Rogers from its side, will only provide the same service to you as the one that the third party offers as well.

ACCESS TO FAULT REPORTING SYSTEM

Novatek will provide you with remote access to the Fault Reporting System whereby they will be in a position to monitor the progress of Faults raised.

SOFTWARE UPDATES AND SCHEDULED DOWNTIME

Wherever is possible, Workarounds and Updates shall be installed by Novatek remotely via VPN or SSH connections.

Subject to the above, Novatek will:

- consult with you from time to time regarding scheduled Updates to the Service;
- promptly notify you three (3) Business Days before each scheduled Update to the Service which is likely to have an operational effect on your network and perform Downtime Scheduled out of hours in order to minimize service disruption;
- Novatek will provide with that notification any updated documentation, including release notes specifying the nature of the modification, adaptation or improvement in the scheduled Update, and the necessary steps (if any) to be taken by you;
- work with you to ensure that all scheduled Updates are adequately tested prior to implementation in your network; and
- not implement any scheduled Updates into your network until the above steps have been completed and a time and process agreed with you for implementing such Update;
- ensure that a fall back condition is applied on any unsuccessful Updates; and
- complete a production test with you after each successful Update.

SOFTWARE UPDATES AND UNSCHEDULED DOWNTIME

Software Updates and Downtime Scheduled shall not apply to Downtime Unscheduled where urgent Update(s) is/are required for security purposes or to restore service following an SL1 or SL2 Fault. In these circumstances, an unscheduled Workaround or Update may be applied by Novatek to enable satisfactory operation of the Service.

Novatek shall provide notice as soon as possible that Downtime Unscheduled is required and will use best efforts to ensure that Downtime Unscheduled only occurs during your low traffic hours to minimize service and network disruption.

Novatek understands that data may be valuable. Data loss during service is always a possibility, and in some cases, data may be unrecoverable, erased, or reformatted during service. For this reason, you agree and acknowledges that notwithstanding anything contained hereinto the contrary, it is your sole responsibility to back up all existing data, Software, and/or programs from the Service, and to decide whether to erase any such data from the Service, prior to receiving the Services. Notwithstanding anything herein to the contrary, Rogers is not responsible for loss, recovery, or compromise of data, Software or programs, or loss of use of product or other equipment arising out of the Services. you represent, warrant and covenant that' all Devices using the Services do not and shall not contain any illegal files or data.

If service is needed due to failure of components that are not original to the delivered Services or due to damage caused by abuse, misuse or any external cause, Rogers reserves the right to leave the Services to you without servicing it and may hold you responsible for any indicated diagnostic fee.

Notwithstanding anything herein to the contrary, Rogers will not be responsible for any damage to the Services that occurs during the service process that is a result of any unauthorized modifications or repairs or replacements not performed by Rogers. If damage results, Rogers will seek your authorization for any additional costs for completing service even if the Services are covered by warranty or SLO. If you decline authorization, Rogers may leave your Services unrepaired in the damaged condition without any liability.

FAULT PRIORITY

Each fault will be assigned a priority rating using either: Critical, Major, Minor, Query.

Novatek severity level determines the priority of the Fault, the Fault Correction Process target time frames and the escalation procedures. Novatek, acting in good faith and using reasonable judgment, will allocate the initial severity classification of the Fault to the Trouble Ticket in the Fault Reporting System.

The following outlines Fault severity levels based upon the nature of the Fault:

Critical: Critical means an existing network or environment is down or there is a critical impact to your business operation. You and Novatek both will commit full-time resources to resolve the situation.

Major: Major means operation of an existing network or environment is severely degraded or significant aspects of your business operation are negatively impacted by unacceptable network or environment performance. you and Novatek both will commit full-time resources during Business Hours to resolve the situation.

Minor: Minor means operational performance of the network or environment is impaired, although most business operations remain functional. You and Novatek both are willing to commit resources during Business Hours to restore service to satisfactory levels.

Query: Query means information is required on TASSTA capabilities, installation, or configuration. There is little or no impact to your business operation. You and Novatek both are willing to provide resources during Business Hours to provide information or assistance as requested.

FAULT RESPONSE TIME

Response time is defined as the time from when a fault has been submitted in the Fault Reporting System by you to the time when a support engineer has made contact regarding the issue reported in the fault.

The following table outlines the objectives that Novatek strives to achieve to respond to submitted faults based on their fault severity.

In some cases, the assigned Fault severity may be adjusted to align with the Fault priority levels set out above.

Software Support Service	Technical support coverage	Response time for Objective for fault severity Critical and Major	Response time for Objective for fault severity Minor and Query
Basic	Standard SLA, availability is defined in 2.4 in table 2.4.1	Response within 8 working hours	Response within next business day
Enhanced	Enhanced SLA, availability is a subject of additional agreement	Response within 4 hours	Response within the same business day

The above times are not applicable in the following circumstances:

- Remote access is not available;
- On-site access is required;
- External factors such as your network related problems;
- You have not complied with the Fault logging procedure described in Part IV.;
- Where Novatek needs to wait for a specific event to occur in order to collect certain information(s) not available in the system or where you need to provide Novatek with information that is not readily available; or
- The target time frames for Novatek are all with reference to the time the Fault was recorded 'Open'.

ESCALATION PROCEDURES

If you do not believe that adequate progress is being made or that the quality of Novatek service is unsatisfactory, you are encouraged to escalate the problem to the appropriate level of management by asking for the Help Desk duty manager. Refer to the Fault severity levels (described above), Fault status in (described above) and Fault response time of current document associated with the case severity.

ESCALATION TIME

The table below indicates the time after which a "Critical" or "Major" fault may be escalated following expiry of the Fault correction timeframe

Elapsed Time (5.5.2)	Critical	Major	Minor	Query
4 hours	Technical support team (Head of technical department msg copy)			
12 hours	Head of technical department (General Manager msg copy)	Technical support team (Head of technical department msg copy)	Technical support team alert	
24 hours	General Manager	Head of technical department (General Manager msg copy)	Technical support team alert (Head of technical department msg copy)	Technical support team alert
48 hours	General Manager	General Manager aler	Technical support team alert (Head of technical department msg copy)	Technical support team alert (Head of technical department msg copy)
72 hours	General Manager	General Manager aler	Head of technical department	Head of technical department

- Severity "Critical", escalation times are measured in calendar hours - 24 hours per day, 7 days per week. Severity 2, 3, and 4 escalation times correspond with Business Hours.

- “Critical” or “Major” fault shall only be escalated where it becomes evident that the parties are unable to reach agreement on the process or date to resolve such Faults.
- All times are with reference to the time that the Fault was recorded “Open”

Terms and Conditions

1. **Termination:** Upon termination of the Service by you, termination will be effective on the last day of your bill cycle and you will be responsible for all Fees due for the Services up until that date.
2. **Devices.** All Devices purchased from Rogers are covered solely 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 Device shall pass to the you upon receipt at your premises. Title to any Device purchased outright from Rogers or subsidized via Rogers’ device subsidy program shall pass to the you upon receipt at your premises. You acknowledge that rights in respect of trademarks, trade names, copyrights, patents and other intellectual property rights connected with the Devices do not pass to you.
3. **Data Rounding and Rating.** Actual billed rates for data usage may vary from those quoted as a result of, without limitation, rounding, minimum message length, and usage patterns. You agree that, to the extent there is any dispute as to the amount of data transmitted to and from a SIM in a particular period of time, then the amount of data transmitted as calculated by Rogers’ systems and verified by the call detail records (CDRs) from such systems shall govern. You acknowledge that the Services’ typical usage is defined as service calls and GPS location used over a period of an 8 hour shift x 7 days per week and that this usage does not include allowances for large data or media file transfers.
4. **Data Protocols/Transmission.** Transmission Control Protocol/Internet Protocol overhead characters shall be added to all data transmissions which characters shall be included in the calculation of data usage. Compression may impact the total amount billed to your account. The application may resend data packets to ensure complete delivery and you will be billed for these resent packets. Retransmissions by the application will be counted. All transmissions due to the Rogers Wireless Network on the air link are not included in the count of application resent packets as the usage records are picked up by the network after the air link retransmissions. You will be charged for all data usage sent through the Rogers Wireless Network, including any advertisements that appear on your Device(s), regardless of whether such Device(s) actually receives the information.
5. **Data Pooling.** For all corporately paid lines activated on the same shared pricing plan, smartphone data is Pooled, giving you access to draw data from the pool for a monthly fee, plus applicable overage charges.
6. **Long Distance Rounding.** Canadian, United States and International Long Distance will be charged in increments of sixty (60) seconds, rounded up to the nearest minute on a per call basis.
7. **Additional Features.** Additional service details and additional plans and features that you may purchase from Rogers are set out at rogers.com/business, subject to certain eligibility requirements. Your discount, if any, does not apply to these additional plans and features.
8. **Rogers Facilities.** The Services will be provided to you using the Rogers Wireless Network within the area that Rogers provides the Services (which area may be enlarged or reduced in scope from time to time by Rogers in its sole discretion). 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.

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, your Equipment, the Services, the Third Party 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.

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.

9. Limits on Rogers Liability for Emergency Services Provided on a Mandatory Basis

This Section applies only to the provision of emergency services on a mandatory basis. For the purposes of this provision “you” means yourself and your end users. In respect of the provision of emergency services on a mandatory basis, Rogers is not liable for:

- 9.1.1. libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over Rogers’ Wireless Network from your property or premises or recorded by your Equipment or Rogers Equipment;
- 9.1.2. damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by Rogers;
- 9.1.3. damages arising out of the transmission of material or messages over the Rogers Wireless Network on your behalf which is in any way unlawful;
- 9.1.4. any act, omission or negligence of other companies or telecommunications systems when their facilities are used in establishing connections to or from your facilities and equipment.

Furthermore, except in cases where negligence on Rogers part results in physical injury, death or damage to your property or premises, Rogers’ liability for negligence related to the provision of emergency services on a mandatory basis is limited to the greater of \$20 and three times the amount (if any) you would otherwise be entitled to receive as a refund for the provision of defective service under the Agreement. However, Rogers’ liability is not limited by this Section 21 of Part II in cases of deliberate fault, gross negligence or anti-competitive conduct on Rogers’ part or in cases of breach of contract where the breach results from Rogers’ gross negligence.

- 10. 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, 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.

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

Definitions

The following definitions are used in this Schedule. Any capitalized terms not defined below are defined in the Agreement.

“**Pooled**” means that the allocation of minutes, data or messages are shared amongst your eligible corporately paid lines on a common billing account number. Corporately paid lines with pooled features must be on separate billing account number from corporately paid lines with standalone features.

“**Business Day**” means Monday to Friday inclusive, excluding all observed public statutory holidays in Canada.

“**Business Hours**” means 8:00am to 5:00pm local time on a Business Day.

“**Device**” means a wireless telephone or smartphone, wireless messaging device, tablet, or other wireless device that is authorized by Rogers for use on the Rogers Wireless Network.

“**Downtime Scheduled**” means planned maintenance activity initiated by Novatek or you causing an outage.

“**Downtime Unscheduled**” means an unplanned outage resulting from a Fault.

“**Fault**” means a defect error, incident or interruption that is adversely affecting the Services and causing Downtime Unscheduled.

“**Fault Correction Process**” means the service provided by Novatek resolve a Trouble Ticket, which may include the provision of Updates or Workarounds or other suitable and robust action(s) that will ensure the restoration of satisfactory operation of the product(s).

“**Help Desk**” means Novatek’s Help Desk responsible for 2nd Level support and managing 3rd Level support.

“**Fault Reporting System**” means Novatek’s fault reporting system (Service Ticketing System) into which all Faults must be recorded before the terms of the SLA apply.

“**Query**” means your requests for information regarding Service(s) that is non-service affecting.

“**SLO**” means Service Level Objectives.

“**Rogers Wireless Network**” means the Rogers-owned wireless transmission facilities.

“**Site**” refers to a single location.

“**Trouble Ticket**” means a mechanism and procedure used by you and/or Novatek to report a Fault in the Fault Reporting System.

“**Update**” means a Software patch to correct Faults or for planned maintenance (e.g. to improve security or maintain performance)

“**Upgrade**” includes (as determined by Novatek)

- a. A new version of TASSTA containing substantially new capabilities or functionality, and,
- b. A new Device to replace an existing Device in the solution, to increase the functionality / capacity or to replace obsolete items.

“**Workaround**” means a temporary Update or rectification for a Fault that enables satisfactory operation (as agreed to by Novatek and you) of the Services until such time as a permanent fix can be implemented.