

# Advantage Voice Services

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

1. **Definitions.** The following definitions are used in this Schedule. Any capitalized terms used but not defined below have the meanings ascribed to them in the Agreement.
  - 1.1. "Business Day" — means Monday to Friday inclusive, excluding statutory holidays observed in the Province of Ontario.
  - 1.2. "Business Hours" — means 8:00am to 5:00pm local time on a Business Day.
  - 1.3. "Core Network" — means the Rogers core IP network. This includes all network infrastructure between the PE routers.
  - 1.4. "Core Network Measurements" — Each Network Node has an associated source probe that sends test packets to destination probes associated with each PE router, for the purpose of measuring Core Network metrics. One-way test packets are sent across the network from source probes to destination probes at randomized fifteen (15) minute intervals (i.e., a total of four (4) measurements per hour, per source-destination probe pair). Network delay, packet loss, and jitter metrics are derived from the accumulated test packets sent during a specific calendar month.
  - 1.5. "CPE" — means Customer Premise Equipment. CPEs are routers or switches deployed at the Customer Site to provide connectivity to Rogers Internet Services. CPEs represent the edge of the Customer Site's local area network and are not part of the Rogers Internet Services local access or network.
  - 1.6. "Network Availability" — means the percentage of time during a specific calendar month that the Core Network was available to pass traffic. Network Availability is based on ticket information from the Rogers Trouble Reporting System:

Rogers continuously monitors each Network Node for availability. If an Out of Service condition is detected on a specific Network Node, the Core Network will be deemed to be unavailable for the length of the outage. Network Availability is calculated as the total number of minutes that the Core Network was unavailable during a specific month, divided by the total number of minutes in the specific month, multiplied by hundred (100) (for the percentage).
  - 1.7. "Network Node" — means the primary nodes on the Core IP Network with dual redundant PE routers.
  - 1.8. "Out of Service" — When a specific Customer access is unable to transmit or receive data, an "Out of Service" condition will be recorded for the specific Customer access in the Rogers Trouble Reporting System. Out of Service conditions can either be declared automatically by the Rogers Managed Network Service monitoring system, or manually by a Rogers' technician.
  - 1.9. "PE router" — means Provider Edge router.
  - 1.10. "Rogers POP" — means Rogers' network point-of-presence.
  - 1.11. "Services" — means, in this Schedule, the Advantage Voice Services supplied by Rogers to the Customer.
  - 1.12. "Site" — means a geographic location where the Services are delivered.
  - 1.13. "TN" — means Telephone Number.

2. **Service Description.** Advantage Voice is a service that provides customers with a cloud based solution which includes a combination of collaboration tools - Voice, Video, Instant Messaging/Chat without the need to invest in or maintain an on premise PBX. The access to one or multiple collaboration tools will vary depending on chosen user subscription. The service is charged at a per user level, with optional add on features and/or hardware which could be included as a part of the service or purchased upfront. Each user subscription service will have 3 SIP Sessions and 1 TN.
- 2.1. **User Subscriptions.** The following user subscription models are offered for customers to choose from:
  - 2.1.1. **Remote.** Remote subscription is for users such as remote employees that don't have a desk phone. The users will be provided with a softphone access through an app that the customer will have to download on a customer owned laptop, desktop, smartphone, tablet which is not included as a part of the service. This subscription includes all standard calling features.
  - 2.1.2. **Essential.** Essential subscription is for users who are usually in at a fixed location and use a desk phone for calling. The users can subscribe to a service plan which includes desk phone, bring their own device (BYOD) which is in the list of eligible hardware (available with sales agents) for use with the service or buy a device from Rogers as an upfront purchase. This subscription doesn't include a softphone or any collaboration tools other than voice calling through a desk phone device. This subscription includes all standard calling features.
  - 2.1.3. **Office.** Office subscription is best suited for users who work from office and remotely. The users will get softphone access and will also be associated with a desk phone which can be included in the service plan, BYOD which is in the list of eligible hardware for use with the service or buy a device from Rogers as an upfront purchase. This subscription includes all standard calling features and call recording.
  - 2.1.4. **Add on Features.** Non-user add on features are associated with the service at the account level. The features can be purchased as a month to month add on with no contract term. There is a monthly fee associated with each which will be outlined in the sales quotation or can be communicated by the agent if Rogers is contacted for adding these post implementation.
    - 2.1.4.1. **Auto Attendant.** Auto Attendant is a fully automated answering system that professionally greets their customers and directs calls to the right destination.
    - 2.1.4.2. **Overhead Paging.** Ability to integrate advantage voice services with customer's existing paging system. Requires a paging integration device available for upfront purchase.
    - 2.1.4.3. **SharedLine (ring group).** This feature enables all devices in the ring group to ring at the same time (simultaneous ring)
    - 2.1.4.4. **Call Queue (agent hunt).** Sequential Ring to predefined sequence. This feature allows employees to be assigned to a queue to answer calls
    - 2.1.4.5. **Additional Number.** Additional telephone numbers (maximum of 5 per user) that can be assigned to any user's primary number. Can be reassigned between employees by the admin. If the primary user associated with the additional number is disconnected, it will not result in automatic disconnection of the additional number unless clearly specified, as the admin may choose to reallocate the additional number to another user in the organization.
- 2.2. **SIP Session.** Each SIP Session is the IP equivalent of a PRI voice channel, and represents a unique but virtual connection between the Customer's location and the Public Switched Telephone Network (PSTN), transported over an IP circuit. The Services allow the Customer to purchase the number of lines they require to meet their voice calling needs. The number of lines purchased determines the amount of IP bandwidth required to support the Services.

- 2.2.1. **Telephone Numbers (TN).** These are individual telephone numbers (NPA+NPX) that transmit dialled telephone traffic directly to the end user or device associated with such TN.
- 2.2.2. **Canada-Wide Calling.** The Services allow the Customer to place local calls anywhere in Canada without incurring long distance charges. Long Distance minutes and charges apply to calls terminating outside of Canada.
- 2.2.3. **US Calling.** The Services allow the Customer to place calls to US Mainland (excluding Alaska, Hawaii, Guam, Puerto Rico, US Virgin Islands, Mariana Islands) without incurring long distance charges. Long Distance minutes and charges apply to calls terminating to international locations outside of US Mainland.
- 2.2.4. **Standard Calling Features.** The following calling features are included with the service:
- i) Call Forward
  - ii) Call Transfer
  - iii) Call Waiting
  - iv) 3-Way Calling
  - v) Call Display
  - vi) Call Display Block (Calling number and name delivery blocking)
  - vii) 5 Digit Desk to Desk Calling
  - viii) Do Not Disturb
  - ix) Voicemail
    - a) Voicemail to Email
    - b) Custom Voice Prompts
  - x) Music on Hold
- 2.2.5. **Portal.** Customer will be given access to a web based portal for feature management. The portal access will be provided at 2 levels (1) Admin access – to 1 user in the organization, (2) User access – to every user accessing the service.

The admin access can be used to assign privileges to individual users, associate an alternate number with the user, define call queues and manage various other functionalities which need an organization level control.

User access can be used for feature management for the individual user. Users can access guides from the help section on the portal on guidance on how to use the portal and make permitted changes. Calling Name can be defined by the user. Notwithstanding any other provisions Rogers will not be responsible for, and Customer shall indemnify Rogers for all costs, liability, damages, caused by or arising from the selection and use, or failure to use of Calling Name (A) third party claims (i) in tort, including without limitation for intellectual property rights infringement, defamation of character, libel or slander, nuisance, negligence, or reliance; (ii) from breach of any law, statute, or regulation; (iii) governmental, government agency, or judicial authority; or, (B) Customer claims for reimbursement arising from (i) Rogers compliance with any regulatory body directive or guidelines, or Court Order including any Court Order for specific performance in relation to a required name change; or (ii) change orders that are initiated by or on behalf of Customer.

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 web portal, whether or not Rogers or its authorized representative has been advised of the possibility of such damages.

- 2.2.6. **Device.** Customer's CPE devices, may be provided as a part of the service included within the monthly recurring charges of the Services or purchased upfront. After Service activation, unless otherwise directed by Rogers, Customer shall not, under any circumstances, tamper with, relocate, move, remove or otherwise touch the Device in any manner whatsoever as it could impact the service. In case of device included in

monthly service fee, upon the expiry of the Initial Service Term, or, in the event that the Services are terminated prior the expiry of the Initial Service Term upon the payment of the Termination Fees, the Customer maintains full ownership of the Device. The parties agree that Rogers shall have no liability, direct or indirect, for the functionality of Customer's use of third-party over-the-top (OTT) or nomadic applications (e.g. VOIP). Customer must rely on its OTT or nomadic applications provider's service provisions to the full exclusion of Rogers liability.

- 2.2.7. **Network Access.** The Services are supported by Rogers Internet or 3<sup>rd</sup> party Internet services from a variety of third party carriers across Canada.
- 2.2.8. **Demarcation Point.** Where applicable, the access demarcation is an end point of the Rogers network that interfaces with the Customer's internal network. Demarcation interface is a port facing the Customer internal network on a device provided by Rogers. Rogers Technicians will not be responsible for internal wiring at customer's premise. Roger's responsibility will be to test the services on the device i.e. desk phone or softphone beyond which, it will be customer's responsibility to provide access of services to their end users.

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

- 3.1. **Termination Fees.** If the Customer terminates the Services for any reason other than for Cause as permitted under the Agreement, or if Rogers terminates the Services for Cause as permitted under the Agreement, the Customer shall pay to Rogers, as liquidated damages and not as a penalty, an amount which is equal to the sum of:
- i) fifty percent (50%) of the average monthly charges for the terminated Services (as determined over the previous three months) multiplied by the number of months remaining in the Initial Service Term from the effective date of termination; and
  - ii) any cost which Rogers must continue to pay to third parties for the remainder of the applicable Initial Service Term as a result of the early termination of the applicable Services that exceeds the amount set out in (i) above.

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

### 3.2. **Charges.**

- i) The Services require a dedicated IP circuit at each Customer Site where the Services will be delivered. The Services will be provided at the per line rate set out in the Product Quotation.
- ii) For self-install, upon delivery of the Device to the Customer by Rogers, the Customer will have a maximum of ten (10) days to perform interoperability testing, after which Rogers will commence billing for the Services.
- iii) For on-site tech install, the Service, and the associated billing, will commence upon the successful installation of the Services. The technician will test the Services and get the customer acceptance before leaving the premise.
- iv) The Services are billed on a monthly basis. Monthly charges will be prorated for the first partial month of service.
- v) Where the Customer requests the move, add, change, or disconnect of new or existing Services, Rogers may charge a move-add-change-disconnect (MACD) charge to the Customer.

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

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

- i) Rogers' long distance services provide outbound long distance telecommunications that can be combined with the Services.
- ii) Rogers' long distance services per minute charges are as set out in the Product Quotation.
- iii) Per minute rates for international long distance services are standard Rogers international rates unless otherwise stated in the Product Quotation.

- iv) 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) 250, 867 or any derivations of these NPAs if they were to split at a future date; and (ii) no more than 2% of continental US traffic originate from or terminate to Alaska and/or Hawaii. In the event of any excess of the foregoing traffic distribution restrictions, the Parties agree that such excess traffic shall be charged at a rate of \$.25 per minute.
- v) In the event of resale of long distance services by the Customer without consent, Rogers reserves the right to charge a premium of \$.25 per minute on all mobile, cellular, digital and/or PCS and other non-geographic based terminations terminating internationally.
- vi) Customer has a choice to obtain from Rogers different call detail reports which display Customer's detailed call information on their long distance and/or toll free service(s). In the event of any discrepancies between such report and Rogers' invoice, information on the invoice prevails.
- vii) In case of discrepancies between any online billing summary and 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.

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

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

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

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

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

3.9. **Unauthorized Charges.** The customer must immediately notify Rogers by calling Rogers Customer Care in the event that the Services are used in an unauthorized manner. Customer will be responsible for paying Rogers for all charges up to the time the customer notifies Rogers Customer Care of the breach. The

customer also agrees to treat as confidential and non-transferable all access codes and/or passwords that Rogers may provide to the customer for use with the Services.

- 3.10. **Non-Mobile Use Only.** The Customer expressly acknowledges and agrees that the Services are not intended to be used for non-geographic (i.e. mobile) purposes. Any mobile usage of the Services at a location other than the Customer's Site is strictly prohibited by this Agreement, and the Customer releases Rogers of all liability arising therefrom.
- 3.11. **Calling Features.** The Services do not support 0+ calling (including, without limitation, third party billing calls, 1-900 or calling card calls). The Services may not support 3-1-1, 5-1-1 and/or other n11 calling (other than certain specified dialling such as 9-1-1 and 7-1-1, which are provided for elsewhere in this Schedule) in one or more (or all) service areas.
- 3.12. **Emergency 9-1-1 Provincial Fee.** The emergency 9-1-1 provincial fee charged by the Customer's province may be billed each month as part of Rogers' monthly charge for the Services.
- 3.12.1. **Multi Line Telephone System (MLTS) Best Practices.** As a customer of our IP-Based Voice Solutions, it's important to understand Multi Line Telephone System (MLTS) best practices. Please review the following information carefully: The way in which Multi-Line Telephone Systems (MLTS) Solutions, also known as Private Branch Exchange (PBX) or Enterprise Communication Systems (ECS), are deployed may impact the Customer and their access to emergency service providers. The CRTC has published an MLTS best practices guideline for MLTS owners, operators, providers, and/or resellers. These best practices, which will be updated from time to time, are listed on the CRTC website: <https://crtc.gc.ca/eng/phone/911/multi.htm>. The Customer's terms of use require that the Customer abide by all MLTS obligations and related best practices.
- 3.12.2. **9-1-1 Limitations and Customer Responsibilities.** Because of the unique nature of calls over the Services, emergency calls to 9-1-1 may be handled differently than traditional wireless or wireline voice service. The following provisions describe the differences and imitations of 9-1-1 emergency calls, and you hereby acknowledge and understand the differences between traditional 9-1-1 service and the Services with respect to 9-1-1 calls placed to emergency services from your account as described below.
- i) Upon activation of the Services, the Customer is required to provide the full address for each of the line locations where the Services will be used (the Customer's "**9-1-1 Emergency Address**"). The Customer may only register one (1) 9-1-1 Emergency Address per line location and it must be a line location within Canada. If the Customer fails to comply with this requirement or false, inaccurate or incomplete line location information is provided by the Customer, Rogers has the right to restrict the Customer from any current and/or future ability to access the Services. During any such restriction Rogers will still allow the Customer to place a 9-1-1 call.
  - ii) When a Customer places a 9-1-1 emergency call, the Services will route the 9-1-1 call through a third-party specialized call centre that handles emergency calls. The emergency call centre will verbally confirm the line location the subscriber is calling from then route the call to the Public Safety Answering Point (the "**PSAP**"). If the line location cannot be verbally confirmed, the 9-1-1 call-taker will then route the call to the PSAP" corresponding to the Registered Line Location on the Customer's account for that particular subscriber. 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. The Customer subscriber should also be prepared to provide a call-back number to the 9-1-1 operator.
  - iii) The Customer is responsible for providing, maintaining and updating true, accurate, current and complete 9-1-1 Emergency Address and other information to Rogers. When the Customer registers the 9-1-1 Emergency Address, it will be validated for accuracy through a Canada Post and PSAP validation service. If the Customer does not correctly identify the actual location where their lines are located, or if the account information has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site. Therefore, in the event of an emergency, it is important for the subscriber to immediately inform the 9-1-1 operator of the line location they are calling from (or the location of the emergency, if different). If the subscriber is unable to speak, the dispatcher will rely on the registered address that was provided by the Customer upon activation. For technical

- reasons, including network congestion, it is possible that a 9-1-1 emergency call will produce a busy signal or will take longer to connect when compared with traditional 9-1-1 calls while using the Services.
- iv) For technical reasons, the functionality of 9-1-1 the Services emergency calls may cease or be curtailed in various circumstances, including but not limited to: failure of service or the service access device – if the Customer's system access equipment fails or is not configured correctly, or if the Customer's Services are not functioning correctly for any reason, including power outages, Services outage, suspension or disconnection of the Services due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage; the Customer may need to reset or reconfigure system access equipment before being able to use the Services, including for 9-1-1 emergency calls; and changing locations – if the Customer moves its system access equipment to a location other than that described in its account information or otherwise on record with Rogers.
  - v) If the Customer is not comfortable with the limitations of 9-1-1 emergency calls, Rogers recommends that the Customer not purchase the 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.
  - vi) The Customer is responsible for notifying, and agrees to notify, any user or potential users of the Customer's Services of the nature and limitations of 9-1-1 emergency calls on the Services as described herein. Rogers and its service providers disclaim all responsibility for the conduct of PSAPs and all other third parties involved in the provision of emergency response services. Rogers and its service providers do not have any control over PSAPs and are therefore not responsible for whether they answer 9-1-1 calls made using the Services, how they answer these calls, or how they handle these calls. Rogers and its service providers rely on third parties to assist in the provision of 9-1-1 services, and disclaim any and all liability for acts or omissions by third parties in the provision of 9-1-1 services. Neither Rogers, nor its service providers, officers nor employees may be held liable for any claim, damage, or loss (including, without limitation, attorneys' fees) by, or on behalf of, the Customer or any third-party user of Rogers' 9-1-1 dialing capability.
  - vii) 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.

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

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

3.12.4. **DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES AND ALL DEVICES, OTHER ROGERS EQUIPMENT ARE PROVIDED BY ROGERS "AS IS" AND "AS AVAILABLE" AND, TO THE EXTENT PERMITTED BY LAW, WITHOUT WARRANTY BY ROGERS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ROGERS SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER FOR: (I) ANY INTERRUPTIONS, SUSPENSION OR DISRUPTIONS OF THE SERVICE, THE INTERNET OR THE THIRD PARTY SERVICES OR ANY OTHER DAMAGES SUFFERED BY CUSTOMER WHICH ARE CAUSED DIRECTLY OR INDIRECTLY BY ANY FAILURES OF OR INTERRUPTION OF THE**

**SERVICE, THE DEVICES, OTHER EQUIPMENT, THE ROGERS WIRELESS NETWORK, THE INTERNET OR THE THIRD PARTY SERVICES; (II) ANY POWER FAILURES; (III) ANY ACTS OR OMISSIONS OF CUSTOMER OR ITS OFFICERS, EMPLOYEES OR AGENTS; (IV) ANY DISRUPTION OF ANY PART OF THE EQUIPMENT USED TO PROVIDE THE SERVICES BY PARTIES OTHER THAN ROGERS; (V) ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ARISING FROM OR IN CONNECTION WITH CUSTOMER’S USE OF THE DEVICES, OTHER ROGERS EQUIPMENT, THE SERVICE OR THE THIRD PARTY SERVICES; (VI) ANY EVENT OF FORCE MAJEURE, AS DESCRIBED IN THE AGREEMENT;**

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

3.12.6. **Telephone Numbers.**

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

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

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

**Table 1: Access Availability SLO**

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

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

**Table 2: MTTR SLO**

Access Type	Monthly MTTR Objective
Ethernet Access	< 4 h



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

**Table 3: Network Availability SLO**

<b>Network Availability Objective</b>
Greater than or equal to 99.99%

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

4.5. **MNS Monitoring and Notification SLO.**

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