

Smart Energy Management Solution

This Schedule sets out the additional terms and conditions applicable to the Customer's use of the Rogers Smart Energy Management Solution 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.

This Schedule pertains specifically to the Rogers Smart Energy Management Solution comprised of (i) Energy Management Hardware Components; and (ii) monthly monitoring, analytical and reporting services (together the "**Rogers Smart Energy Management Solution**" or "**EMS**").

1. **Offering.** Rogers Smart Energy Management Solution options:

1.1. **Hardware.**

1.1.1. **2 Pack Bundle – SMB (Small) Bundle – Lite.**

Table 1: SMB (Small) Bundle

Description	i) Real-time monitoring allows users to collect granular energy data, which enables better insights into energy consumption and identifies potential issues before they become dangerous
Hardware	<ul style="list-style-type: none"> ii) 2 x thermostat-controlled climate zones iii) Temperature, Humidity and Co2 Sensors iv) Smart Metering v) Wireless Sensor Gateway

1.1.2. **5 Pack Bundle – SMB (Medium) Bundle – Lite.**

Table 2: SMB (Medium) Bundle

Description	i) Real-time monitoring allows users to collect granular energy data, which enables better insights into energy consumption and identifies potential issues before they become dangerous
Hardware	<ul style="list-style-type: none"> i) 5 x thermostat-controlled climate zones ii) Temperature, Humidity and Co2 Sensors iii) Smart Metering <ul style="list-style-type: none"> a) Natural Gas Monitoring b) Electricity Monitoring iv) Wireless Sensor Gateway

1.1.3. **2 Pack Bundle – Smart/Medium Building Bundle – Enhanced.**

Table 3: Smart/Medium Building Bundle

Description	i) Real-time monitoring allows users to collect granular energy data, which enables better insights into energy consumption and identifies potential issues before they become dangerous
Hardware	<ul style="list-style-type: none"> i) 2 x thermostat-controlled climate zones ii) 2 x electrical panels in main electrical room iii) Temperature, Humidity and Co2 Sensors iv) Smart Metering <ul style="list-style-type: none"> a) Natural Gas Monitoring b) Electricity Monitoring v) Conduit for submeter CT circuits vi) Electrical submeter enclosure vii) Wireless Sensor Gateway

1.1.4. **5 Pack Bundle – Commercial Building Bundle – Enhanced.**

Table 4: Commercial Building Bundle

Description	i) Real-time monitoring allows users to collect granular energy data, which enables better insights into energy consumption and identifies potential issues before they become dangerous
Hardware	<ul style="list-style-type: none"> i) 5 x thermostat-controlled climate zones ii) 4 x electrical panels in main electrical room iii) Temperature, Humidity and Co2 Sensors iv) Smart Metering <ul style="list-style-type: none"> a) Natural Gas Monitoring b) Electricity Monitoring v) Reference Breaker for submeter vi) Conduit for submeter CT circuits vii) Electrical submeter enclosure viii) Wireless Sensor Gateway

The bundles above must be paired with a monthly monitoring plan outlined in section 1.3.

1.2. **Additional Hardware Components.** The below Hardware Components are optional components to the sale. Cannot be purchased standpoint.

Table 5: Additional Hardware Components

Name	Description
Additional Smart Thermostat	1 Smart Thermostat - Two Stage RTU
Additional Temperature, Co2, Humidity Sensor	Two Stage RTU Temperature, Co2, Humidity Sensor
Additional Natural Gas Monitoring	Natural Gas Monitoring - in-line monitoring
Additional Electricity Monitoring – 17 circuits	Electricity Monitoring for up to 17 circuits
Additional Electricity Monitoring – 29 circuits	Electricity Monitoring for up to 29 circuits

1.3. **Monthly Monitoring Plans.**

1.3.1. **Smart Building Energy Management System – Lite, Monitoring Plan.**

Table 6: Lite Monitoring Plan

Features
<ul style="list-style-type: none"> i) Real-time data visualization ii) Notifications and alerts iii) Actionable insights iv) Device management v) Time and location-based data vi) Recommendations for improved settings vii) Analytics & Reporting viii) Cellular Connectivity <ul style="list-style-type: none"> a) Monthly Data Cap* (1GB/month/device) ix) Software & Security Updates x) Cloud Data Storage xi) Email Support xii) Phone Support

**Rogers may suspend the data for the remainder of the month in the event that the Customer exceeds the data cap.*

1.3.2. **Smart Building Energy Management System – Enhanced, Monitoring Plan.**

Features
<ul style="list-style-type: none"> i) Real-time data visualization ii) Notifications and alerts iii) Actionable insights iv) Device management

- v) Time and location-based data
- vi) Recommendations for improved settings
- vii) Analytics & Reporting
- viii) Quarterly review of analyses to:
- ix) Uncover additional ECM undertaken by site team
- x) Retrofits
- xi) Behavioral changes
- xii) Control system changes
- xiii) Additional ECM recommendations based on data gathered/trends
- xiv) Cellular Connectivity
 - a) Monthly Data Cap* (1GB/month/device)
- xv) Software & Security Updates
- xvi) Cloud Data Storage
- xvii) Email Support
- xviii) Phone Support

**Rogers may suspend the data for the remainder of the month in the event that the Customer exceeds the data cap.*

The monthly monitoring plans above must be pair with a Bundle outlined in section 1.1.

2. **Support.** Customer will be provided with support contact info as part of Customer’s onboarding program. Support includes network, solution and billing issues support.

For technical issues please contact:

1-888-556-2233

Support@iesventures.com:

Hours of operation:

Monday – Friday 7 AM – 8 PM US Eastern Time Zone

For billing issue, please contact:

1-866-727-2141

Rogers.BusinessSupport@rci.rogers.com

Hours of operation:

Monday–Friday: 8:00am–8:00pm ET

Saturday–Sunday: 9:00am–5:00 pm ET

3. **Installation / Professional Services.**

- i) The price to Rogers for Light and Enhanced Bundles includes standard installation of the units by the Supplier
- ii) Installation and commissioning is performed by IES Ventures Inc. personnel, trained channel partner or trade partner
- iii) A mandatory site assessment is required prior to the Sale to determine if additional Advanced Professional Services are required, and if additional hardware components need to be procured by IES Ventures inc.
 - a) This is a billable service which will be agreed upon mutually on a case-by-case basis pursuant to a SOW
- iv) Any incremental charges for Advanced Professional Services due to complexity of the installation, will be agreed upon mutually on a case-by-case basis pursuant to a SOW

4. **Coverage.** Rogers’ network coverage and Technologies (as defined below) used by Rogers can be found here: <https://www.rogers.com/consumer/wireless/network-coverage>. The coverage map accessible via the above-mentioned link is a general representation of Rogers’ wireless coverage where indicated. The areas shown are approximate. Actual coverage area may vary from map graphics. Coverage may be enlarged or reduced in scope from time to time by Rogers in its sole discretion. Charges are based on the location of the site receiving and transmitting the signal, not the location of the subscriber.

“Technologies” — means the current technologies used by Rogers to provide the Services such as 3G, 4G, LTE, LTE-M, NB-IoT as well as any technology Rogers may use in the future.

5. **Hardware Warranty.** Hardware warranty information is available online at the following address: <https://uploads.documents.cimpress.io/v1/uploads/945a88b4-795d-46d0-9dbf-5f2b8e1e6107~110/original?tenant=vbu-digital>
6. **End User License Agreement.** Customer agrees to abide by the terms and conditions of the End User License Agreement, which Customer is required to accept prior to being provided access to the Services. The EULA is available to view at the address: <https://uploads.documents.cimpress.io/v1/uploads/939d3e26-0358-4b2f-b166-15497ed656ae~110/original?tenant=vbu-digital>
7. **Termination Fees.** If the Customer terminates the Rogers Smart Energy Management Solution for any reason other than for cause as permitted under the Agreement, or if Rogers terminates the Rogers Smart Energy Management Solution for cause as permitted under the Agreement, the Customer shall pay to Rogers, as liquidated damages and not as a penalty, a termination fee which is an amount 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 the Customer's commitment to the Service Term for such Services.

Such termination liability shall be payable on the effective date of any and all terminations
8. **Initial Service Term.** The Services are provided for an Initial Service Term of either thirty-six (36), forty-eight (48), sixty (60), or seventy-two (72) months from the date that the Hardware is delivered to the Customer. The Initial Service Term will be reflected in a Product Quotation.
9. **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, change of terms, or cancellation to the other at least 90 days in advance.
10. **Customer Billing.** Billing will begin once the hardware has been delivered to the Customer.
11. **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. Roger's 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.

Rogers has no liability with respect to the Hardware warranty, which is provided by the manufacturer. A link to the Hardware warranty provided by the manufacturer is included in this Schedule. Rogers specifically disclaims any and all liability and warranties, implied or express, for uses requiring fail-safe performance or for uses that require immediate, mission-critical, real-time data where failure or fault of the service could lead to (a) personal injury or death, (b) property damage or (c) environmental damage. This disclaimer applies to (but is not limited to) uses involving life support, medical devices where failure could result in injury or death, aircraft or other modes of human mass transportation (while in transit), storage of food or other substances where failure could result in spoilage, flooding or property damage, any function required for the safe operation of chemical, petroleum or nuclear facilities, or critical asset monitoring. The services are not designed for and should not be used in any of these or other fail-safe applications.