

# Push to Talk Services

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This Schedule sets out the additional terms and conditions applicable to the Customer's use of the Rogers Push to Talk 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 not defined below are defined in the Agreement.
  - 1.1. "Business Day" — means Monday to Friday inclusive, excluding all observed public statutory holidays in Canada.
  - 1.2. "Business Hours" — means 8:00am to 5:00pm local time on a Business Day.
  - 1.3. "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.
  - 1.4. "Downtime Scheduled" — means planned maintenance activity initiated by Novatek or Customer causing an outage.
  - 1.5. "Downtime Unscheduled" — means an unplanned outage resulting from a Fault.
  - 1.6. "Fault" — means a defect error, incident or interruption that is adversely affecting the Services and causing Downtime Unscheduled.
  - 1.7. "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).
  - 1.8. "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.
  - 1.9. "Help Desk" — means Novatek's Help Desk responsible for 2<sup>nd</sup> Level support and managing 3<sup>rd</sup> Level support.
  - 1.10. "Query" — means Customer requests for information regarding Service(s) that is non-service affecting.
  - 1.11. "Pooled" — means that the allocation of minutes, data or messages are shared amongst the Customer's 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.
  - 1.12. "Rogers Wireless Network" — means the Rogers-owned wireless transmission facilities.
  - 1.13. "Site" — refers to a single Customer location.
  - 1.14. "SLO" means Service Level Objectives.
  - 1.15. "Trouble Ticket" — means a mechanism and procedure used by Customer and/or Novatek to report a Fault in the Fault Reporting System.
  - 1.16. "Update" — means a Software patch to correct Faults or for planned maintenance (e.g. to improve security or maintain performance)
  - 1.17. "Upgrade" — includes (as determined by Novatek)
    - i) A new version of TASSTA containing substantially new capabilities or functionality, and,
    - ii) A new Device to replace an existing Device in the solution, to increase the functionality / capacity or to replace obsolete items.
  - 1.18. "Workaround" — means a temporary Update or rectification for a Fault that enables satisfactory operation (as agreed to by Novatek and Customer) of the Services until such time as a permanent fix can be implemented.

2. **Description.** This Product 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”) supplied by Rogers to the Customer. 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 the Customer device the ability to function like a two way radio around the Rogers Wireless Network. The Customer 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.

3. **Features.**

3.1. **Dispatcher Options.**

3.1.1. **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.

3.1.2. **Pro Dispatcher.** Customer is required to subscribe to Pro Dispatcher license in order to utilize additional features.

Customer is 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 poling 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.

3.1.3. **Additional Product Features.** Customer is required to subscribe to Pro Dispatcher license in order to utilize additional features.

**Table 1: Additional Product Features**

Product Feature	
Push to Video	i) Push to video to an individual ii) Push to video to a defined group iii) Push to video iv) Remote video v) One-one video call vi) Emergency video call
Lone Worker Protection	i) ManDown ii) No movement alarm iii) Emergency call iv) Periodic check v) Remote control/recording vi) Crisis Team
Task Manager	i) Distribute orders (to multiple users) ii) Specify orders while sending files iii) Different order types and priority
Indoor Localization	i) Localization in buildings as extension to GPS ii) High accuracy also in multistoried buildings
3D Map for Indoor	i) Localization in buildings as extension to GPS ii) High accuracy also in multistoried buildings
Call history 30 days and GPS History Reporting (6 months, based on 5 min pinging rate per user)	i) Six (6) months, based on five (5) minute pinging rate

4. **Help Desk and Support.**

4.1. **Support Process Flow.** On a process level all Faults identified by Customer must be addressed as follows:  
 i) Customer undertakes first level analysis of the Fault as provided herein or as further detailed in any Documentation provided to the Customer by Novatek;

- ii) Where Customer is 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 section 6; and
- iii) 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.

4.2. **Help Desk.** The Help Desk is an interface between Customer's operations and support teams and the Novatek support team providing Customer 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)

4.3. **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.

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

A Novatek technical engineer shall respond within Fault reaction time schedule defined in section 6 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 the Customer during this follow up process.

## 5. **Customer Responsibilities.**

5.1. **Contact Information.** Customer is required to provide Customer's Support Network Operations Engineer and Customer Care Manager Personnel ("Customer's Personnel"): contact phone numbers, e-mail addresses, Manager's name and other necessary information if applicable.

- i) Customer's Personnel will be responsible for logging all Trouble Tickets with Novatek's Help Desk.
- ii) Customer's 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
- iii) 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.

5.2. **First Level Support (SL1).** Customer 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 the Customer's own organization. The typical types of activities covered by first level support include (not exhaustive):

- i) Resolving all Faults identified as Customer 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;
- ii) Investigating Faults relating to the interconnection between Novatek's Service(s) and Customer's network;
- iii) 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);
- iv) Complying with the Downtime Schedule procedure outlined in section 6;

- v) Providing additional capacity requirements in a timely manner – subject to Novatek’s recommendations;
- vi) Providing on site Customer resource for grant access matter to permit Novatek to do the installation of Updates, patches or fixes on site or remotely;
- vii) 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 Customer.

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

5.3. **Fault Reporting Procedure and Trouble.** The first step in resolving a Fault that cannot be resolved via First level support is for Customer to raise a Trouble Ticket with Novatek’s Help Desk. Each Trouble Ticket should contain at least the following details:

- i) Identification and location of the Service(s) affected;
- ii) Contact name and number of the person raising the Trouble Ticket for Novatek to liaise with during Fault resolution;
- iii) Time and date Fault first identified;
- iv) 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;
- v) What actions and/or investigations (if any) have been undertaken by Customer pursuant to first level support; and
- vi) Any other relevant matters.

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

5.4. **Access and Security.** Customer shall provide in a timely fashion (if applicable but not exhaustive) remote access to the Customer’s data network with IP addresses of each of the supplied nodes. Customer’s technical support personnel shall assist in solving problems interactively with the assistance of Novatek’s 2nd level and 3rd level service support teams. Customer 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 Customer’s failure to comply with the above.

5.5. **Escalation.** Customer will follow the escalation procedures described in section 6 below.

6. **Service Level Objectives.** This Service Level Objective (“SLO”) records the agreed support and maintenance procedures, including:

- i) How to contact Novatek’s Help Desk;
- ii) Raising Trouble Tickets;
- iii) Responsibilities of the parties;
- iv) Fault classification;
- v) Fault correction process; and
- vi) Escalation process.

Unless otherwise specified, the scope of this SLO does not include SLOs that may be entered into by Rogers or Customer 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.

6.1. **Support Process Flow.** On a process level all Faults identified by Customer must be addressed as follows:

- i) Customer undertakes 1st Level analysis of the Fault as provided herein or as further detailed in any documentation provided to Customer by Novatek;
- ii) Where Customer is 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 section 6.
- iii) 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.

6.2. **Help Desk.** The Novatek 's Help Desk is an interface between Customer's operations and support teams and the Novatek's support team providing Customer 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.

6.3. **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.

Customer 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 the Customer 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 the Customer during this follow up process.

6.4. **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.

6.5. **Second Service Level Support (SL2).** The typical types of activities covered by second level support are:

- i) Second service level support provides application failure assessments and corrections associated with a support call.
- ii) The elimination of an error condition in a Software application, which is impacting the operability of a production system.
- iii) 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.
- iv) System reconfiguration (including LAN configuration);
- v) Fault trouble-shooting diagnostics;
- vi) Software Updates.

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

- i) Provide immediate assistance to Level 1 Support (Help Desk);
- ii) Assist Level 1 in problem (Trouble Ticket) prioritization;
- iii) Provide immediate support and priority on application failure;
- iv) Providing application recovery from outages;
- v) Fixing job failures;
- vi) Fixing production system problems;
- vii) Correcting erroneous data, data fill and flow problems;
- viii) Provides feedback and status report to level 1 until problem is resolved and problem is closed;
- ix) Use surveillance and data collection tools to gather application level fault information;
- x) Analyze application fault information and conduct root cause analysis;
- xi) Disseminate information to help prevent problems and ensure effective client support;
- xii) Discuss and review with application developers, system designer's operations personnel and third-party supplier's future upgrades, changes and quality standards;
- xiii) Coordinate problem resolution with Help Desk, Operation Management and Service Partners;
- xiv) 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:

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

Novatek's Second Level basic support services can be extended with additional services at Customer's 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:

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

6.6. **Third Service Level Support (SL3).** The typical types of activities covered by third level support are:

- i) 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);
- ii) Fault technical diagnostics;
- iii) Interim Workarounds; and
- iv) Software Update generation.

Novatek's third level support services include the following:

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

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

- i) 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
- ii) 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;
- iii) any services required or requested due to problems arising in the Customer's internal systems including Faults arising in the interface between Novatek and the Customer's systems where the Fault is caused by the Customer's system not complying with the agreed specifications;
- iv) problems arising from the inappropriate use of the Service; or
- v) configuration requirements resulting from addition by the Customer of new network elements, interfaces, applications, etc.

6.7. **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 the customer as the one that the third party offers as well.

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

6.9. **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:

- i) consult with Customer from time to time regarding scheduled Updates to the Service;
- ii) promptly notify Customer three (3) Business Days before each scheduled Update to the Service which is likely to have an operational effect on Customer's network and perform Downtime Scheduled out of hours in order to minimize service disruption;
- iii) 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 Customer;
- iv) work with Customer to ensure that all scheduled Updates are adequately tested prior to implementation in Customer's network; and
- v) not implement any scheduled Updates into Customer's network until the above steps have been completed and a time and process agreed with Customer for implementing such Update;
- vi) ensure that a fall back condition is applied on any unsuccessful Updates; and
- vii) complete a production test with Customer after each successful Update.

6.10. **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 Customer's 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, Customer agrees and acknowledges that notwithstanding anything contained hereinto the contrary, it is Customer's 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. Customer represents, warrants and covenants 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 Customer without servicing it and may hold Customer 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 Customer's authorization for any additional costs for completing service even if the Services are covered by warranty or SLO. If Customer declines authorization, Rogers may leave Customer's Services unrepaired in the damaged condition without any liability.

6.11. **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:

- i) **Critical:** Critical means an existing network or environment is down or there is a critical impact to Customer’s business operation. Customer and Novatek both will commit full-time resources to resolve the situation.
- ii) **Major:** Major means operation of an existing network or environment is severely degraded or significant aspects of Customer’s business operation are negatively impacted by unacceptable network or environment performance. Customer and Novatek both will commit full-time resources during Business Hours to resolve the situation.
- iii) **Minor:** Minor means operational performance of the network or environment is impaired, although most business operations remain functional. Customer and Novatek both are willing to commit resources during Business Hours to restore service to satisfactory levels.
- iv) **Query:** Query means information is required on TASSTA capabilities, installation, or configuration. There is little or no impact to the Customer’s business operation. The Customer and Novatek both are willing to provide resources during Business Hours to provide information or assistance as requested.

6.12. **Fault Response Time.** Response time is defined as the time from when a fault has been submitted in the Fault Reporting System by Customer 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.

**Table 2: Fault Response Time**

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
<b>Basic</b>	As described in section 6 – Service Level Objectives	Response within 8 working hours	Response within next business day
<b>Enhanced</b>	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:

- i) Remote access is not available;
- ii) On-site access is required;
- iii) External factors such as Customer’s network related problems;
- iv) Customer has not complied with the Fault logging procedure described in section 5;
- v) 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 Customer needs to provide Novatek with information that is not readily available; or
- vi) The target time frames for Novatek are all with reference to the time the Fault was recorded ‘Open’.

6.13. **Escalation Procedures.** If Customer does not believe that adequate progress is being made or that the quality of Novatek service is unsatisfactory, Customer is 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.

6.14. **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

**Table 3: Escalation Time**

Elapsed Time	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 alert	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 alert	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"

## 7. **Product Terms and Conditions.**

- 7.1. **Termination.** Upon termination of the Service by Customer, termination will be effective on the last day of the Customer's bill cycle and Customer will be responsible for all Fees due for the Services up until that date.
- 7.2. **Devices.** All Devices purchased from Rogers are covered solely by the Hardware manufacturer's original warranty. Upon request, the Rogers sales team will provide the Customer with up-to-date warranty information for the Hardware. The risk of loss or damage to any Device shall pass to the Customer upon receipt at the Customer's premises. Title to any Device purchased outright from Rogers or subsidized via Rogers' device subsidy program shall pass to the Customer upon receipt at the Customer's premises. Customer acknowledges that rights in respect of trademarks, trade names, copyrights, patents and other intellectual property rights connected with the Devices do not pass to Customer.
- 7.3. **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. Customer agrees 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. Customer acknowledges 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.
- 7.4. **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 Customer 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. The Customer will be charged for all data usage sent through the Rogers Wireless Network, including any advertisements that appear on the Customer's Device(s), regardless of whether such Device(s) actually receives the information.
- 7.5. **Data Pooling.** For all corporately paid lines activated on the same shared pricing plan, smartphone data is Pooled, giving the Customer access to draw data from the pool for a monthly fee, plus applicable overage charges.
- 7.6. **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.

- 7.7. **Additional Features.** Additional service details and additional plans and features that the Customer may purchase from Rogers are set out at [rogers.com/business](http://rogers.com/business), subject to certain eligibility requirements. The Customer's discount, if any, does not apply to these additional plans and features.
- 7.8. **Rogers Facilities.** The Services will be provided to Customer 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). The Customer acknowledges that the geographic areas within which Rogers provides different Services may vary. Customer acknowledges and agrees that Rogers reserves the right in its discretion and without notice to Customer, 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, Customer Equipment, the Services, the Third Party Services, or the Rogers Wireless Network. Customer agrees 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.

Customer acknowledges 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.

- 7.9. **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 "Customer" means the Customer and its end users. In respect of the provision of emergency services on a mandatory basis, Rogers is not liable for:
- i) libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over Rogers' Wireless Network from Customer's property or premises or recorded by Customer Equipment or Rogers Equipment;
  - ii) damages arising out of Customer's act, default, neglect or omission in the use or operation of equipment provided by Rogers;
  - iii) damages arising out of the transmission of material or messages over the Rogers Wireless Network on Customer's behalf which is in any way unlawful;
  - iv) any act, omission or negligence of other companies or telecommunications systems when their facilities are used in establishing connections to or from Customer's facilities and equipment.

Furthermore, except in cases where negligence on Rogers part results in physical injury, death or damage to Customer's 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) Customer 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 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.

- 7.10. **No Warranty.** CUSTOMER ACKNOWLEDGES AND AGREES 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 CUSTOMER FOR: (I) ANY INTERRUPTIONS OR DISRUPTIONS OF THE SERVICES, THE INTERNET OR THE THIRD PARTY SERVICES OR ANY OTHER DAMAGES SUFFERED BY CUSTOMER 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 CUSTOMER OR ITS 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 CUSTOMER'S 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 CUSTOMER'S CONNECTION TO THE INTERNET. ROGERS DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO CUSTOMER (WHETHER BY E-MAIL OR OTHERWISE) WILL BE TRANSMITTED, TRANSMITTED IN UNCORRUPTED FORM, OR TRANSMITTED WITHIN A REASONABLE PERIOD OF TIME.