

This document sets out provisions with respect to Wireless 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.

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Rogers Business Share Plan

The following terms pertain specifically to the Rogers Business Share Plan supplied by Rogers to you, named on the Rogers for Business Agreement. Rogers' wireless services, including the wireless services provided with the Rogers Business Share Plan, are provided over a coast-to-coast Rogers-owned network based on 4G HSPA+, LTE, LTE-Advanced, and multi-path digital fibre network technologies.

Rogers Business Share Plan has six (6) core price plans (with both subsidized and unsubsidized options) to which additional options and features may be added. The core price plans are described in your Rogers for Business Agreement, and are:

- Voice Only Plan
- 3 GB Voice & Data Plan
- 5 GB Voice & Data Plan
- 7 GB Voice & Data Plan
- 10 GB Voice & Data Plan
- 7 GB Canada to US Plan

Rogers Business Share Plan is provided in conjunction with certain Rogers Business Share Plan Roaming Offers. These roaming offers are described in your Rogers for Business Agreement.

1. **General Description.** Subject to the terms of the Agreement, you may activate Lines for wireless voice, text messaging (SMS) and/or data services that are included in the Core Price Plans, together with the options and features that you may choose for use by an End User (collectively, the "**Service**"). Our wireless network coverage can be found at <https://www.rogers.com/consumer/wireless/network-coverage>. The coverage map contained therein is a general representation of our wireless coverage where indicated. The areas shown are approximate. Actual coverage area may vary from map graphics. Reception may be affected by various factors, including system availability and capacity, Customer's equipment, signal strength, topography and environmental conditions. Charges are based on the location of the site receiving and transmitting the signal, not the location of the subscriber.

2. **Ordering and Service Modifications.** A Line can be ordered by your Authorized Person submitting an activation request containing the required information. You are fully liable for all orders made by your Authorized Person. Requests for modifications (e.g. Price Plan change, Line cancellation, purchase of options and features) can only be made by your Authorized Person. The activation of each new SIM card may be subject to a Set-up Service Fee, as set out in your Agreement.

3. **International Roaming.** Your End Users may, as part of an International Roaming Option, roam on the wireless networks of the third party network operators located outside of Canada with which we have roaming agreements in place from time to time. International roaming by your End Users is subject to the restrictions that may exist in such roaming agreements. We may suspend international roaming privileges to any End User if we discover or suspect that the international roaming services are used in a fraudulent manner. Your End Users may only roam incidentally to their use of the Rogers Wireless Network in Canada and cannot roam on the networks of third party network operators on a permanent basis. We may at our discretion, from time to time and at any time add, modify or remove territories where international roaming is available. Not all features and/or functionalities are available in each territory where international roaming is available and roaming in certain territories is only available for use with Devices using certain forms of technology. Rounding rules and minimum usage conditions vary from one territory to another.

4. **Extended Coverage.** We provide additional wireless coverage within Canada, outside of the Rogers Wireless Network, for which you do not incur roaming charges (the "**Extended Coverage**"). Extended coverage is for occasional use (except in Saskatchewan where permanent use is permitted if the following conditions are met: (i) you have Lines activated in more than one province; (ii) your head office or operational headquarters are located outside of Saskatchewan; and (iii) the number of Lines in Saskatchewan is less than 4% of your total number of Lines in Canada. Occasional means that the majority of an End User's monthly usage (voice, data and SMS) must occur on the Rogers Wireless Network. If the majority of an End User's monthly usage (voice, data and SMS) occurs within Extended Coverage areas, we may restrict or limit the End User's access to Extended Coverage on an ongoing basis. We may block access to End Users in Saskatchewan if you do not meet the conditions outlined above. Further, where we identify that an End User's usage while utilizing Extended Coverage is excessive, we

reserve the right to charge you a reasonable fee for such excessive usage, or, alternatively, to block such End User from utilizing Extended Coverage going forward. An End User's Device always connects to the Rogers Wireless Network if it is available. Once an End User has left the Rogers Wireless Network and has entered an Extended Coverage area, the End User's Device automatically connects to the network of the third party network operator located in the Extended Coverage. If the End User is on a call when they enter an Extended Coverage area, the call drops. Once EXT appears on the End User's Device screen, they can call back to complete their call. A few enhanced features may not be available while in an Extended Coverage area, including:

- Call Display / Name Display
- Pound numbers (#) and short codes
- N-1-1 codes:
 - 2-1-1 Community Information
 - 4-1-1 Directory Assistance Call Completion
 - 3-1-1 Non-Emergency Municipal Government
 - 5-1-1 Weather & Traveler Information
 - 7-1-1 Access to Message Relay Service (MRS) by the deaf
 - 8-1-1 Non-urgent Health Teletriage Services

Geographical coverage areas within the Extended Coverage area may change from time to time, without notice. We are not liable to you or your End Users for any loss suffered as a result of any disruptions or outages within the Extended Coverage, or as a result of any changes to Extended Coverage areas. We will notify you reasonably in advance if the conditions pertaining to Extended Coverage change as a result of changes to our agreements with the Canadian network operators with whom Rogers has arrangements in place for Extended Coverage.

5. **Wi-Fi Calling.** Wi-Fi Calling enables the Customer end-user to use a compatible Rogers Device to make and receive phone calls, and send and receive messages, over a Wi-Fi Network. This means the Customer end-user would still be able to call and text even in areas where the Rogers Wireless Network coverage is limited, such as office buildings, factories and plants, as long as the device is configured to use a Wi-Fi connection. The end-user needs to enable Wi-Fi Calling on their compatible Rogers Device, accepting the Terms & Conditions and registering an emergency 9-1-1 address for emergency calls. There is no additional fee to use this feature and, in most cases, when Wi-Fi Calling is enabled and the end-user has access to both Wi-Fi Calling and a mobile network, the device will automatically default to use Wi-Fi Calling. This applies both when the end-user is within Canada and when roaming outside of Canada. A list of eligible devices and more details about this feature are available at www.rogers.com/wificalling.

If the Customer end-user uses Wi-Fi Calling while outside of Canada, the following will be deducted from the wireless plan without incurring any long distance or roaming charges:

- Incoming calls and text messages received from anywhere in the world
- Outgoing calls and text messages made or sent to a Canadian number

Roaming and/or long distance charges will vary depending on the roaming option the Customer has on the account. If the Customer has Roam Like Home, outgoing Wi-Fi Calling calls or text messages made to a non-Canadian number will trigger the Roam Like Home daily charge. If the end-user has already incurred this charge, then all outgoing Wi-Fi Calling calls, and text messages made or sent during the period for which the charge was incurred will be covered under the initial Roam Like Home charge. If the Customer has Flex Roaming, all outgoing Wi-Fi Calling calls and text messages to a non-Canadian number will be deducted from the tiers according to the country Zone. If the end-user exceeds the limit on a specific tier, overage rates outlined in the agreement will apply.

IMPORTANT: WI-FI CALLING HAS DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICES. PLEASE REVIEW ALL LIMITATIONS ON YOUR DEVICE WHEN YOU ENABLE THE FEATURE PRIOR TO ACTIVATION. IF YOU DO NOT AGREE, DO NOT ENABLE THE FEATURE. To learn more, please visit www.rogers.com/911.

6. **eSIM 9-1-1 Calling. IMPORTANT INFORMATION ABOUT THE DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICE ASSOCIATED WITH YOUR SMARTWATCH OR OTHER ESIM-ENABLED DEVICE. PLEASE READ CAREFULLY.**

By using a smartwatch or other eSIM-enabled Device (collectively, an “eSIM-enabled Device”) for voice calls, you acknowledge and agree to the information in this section regarding the limitations of using such eSIM-enabled Device for dialing 9-1-1. If you are not comfortable with these limitations, we recommend not using an eSIM-enabled Device, or considering an alternate means for accessing traditional 9-1-1 emergency services. We recommend that the End-user of an eSIM-enabled Device keeps an alternative phone service handy to increase the reliability of access to emergency services during any service interruption. **Note:** A smartwatch cannot support

emergency calls made outside of Canada or the United States. The End-user of a eSIM-enabled Device must ensure they are connected to a mobile network when attempting to make an emergency call outside of Canada or the United States to be routed to the nearest emergency services. You agree to inform all your employees or End-users who activate an eSIM-enabled Device through your Rogers account of the following limitations and requirements.

A. 9-1-1 Emergency Address. When an eSIM-enabled Device is first activated, the End-user of such Device will be asked to provide the full address for their most likely location (your “**9-1-1 Emergency Address**”). Each End-user may only register one (1) 9-1-1 Emergency Address and it must be a location in Canada or the United States. If a U.S address is entered, it must not be used for more than six (6) months of any given calendar year. If the End-user(s) fail to comply with this requirement or we suspect End-users have provided false, inaccurate or incomplete location information, we have the right to restrict the End-user(s) current and/or future ability to use their eSIM-enabled Device. We will not, however, disable the ability to place a 9-1-1 call during any such restriction.

B. Placing 9-1-1 Calls. If an End-User dials 9-1-1 from a traditional wireless Device, the call will attempt to route over the mobile network, to the proper Public Safety Answering Point (“**PSAP**”) based on the location the call is placed from. If an End-user dials 9-1-1 from an eSIM-enabled Device, the call will try to route over the cellular network if such network is available to complete the call as a Wireless E9-1-1 call, providing a more enhanced 9-1-1 service. When the cellular network is unavailable, the call routes to a specialized emergency call centre that will transfer the call to the correct PSAP by using the 9-1-1 Emergency Address specified by the End-user or based on the location the End-user has provided to the 9-1-1 operator. The End-user must immediately inform the 9-1-1 operator of their location (or the location of the emergency, if different) if they are able to do so. It is important that the End-user does not hang up unless directly told to do so, and if disconnected, immediately dials 9-1-1 again. The End-user should also be prepared to provide their call-back number to the 9-1-1 operator. If an End-user dials 9-1-1 and the connection is lost, the call to 9-1-1 will drop and the specialized emergency call centre and/or PSAP may not have any method of re-connecting with the caller. If this occurs, the End-user must dial 9-1-1 again. If the End-user disables the cellular radio on an eSIM-enabled Device, they may be prompted to enable the cellular signal to complete the 9-1-1 call. The option to enable the cellular radio to complete a 9-1-1 call as a wireless E9-1-1 call should always be selected.

C. Accuracy of 9-1-1 Information. You agree, and must ensure that your End-users agree to provide true, accurate, current and complete 9-1-1 Emergency Address and other information to us, and are responsible for maintaining and updating the 9-1-1 Emergency Address associated with each eSIM-enabled Device. If the End-user does not update their 9-1-1 Emergency Address and does not correctly identify the location of the emergency, 9-1-1 calls made using an eSIM-enabled Device, the call will be routed based on the previously provided 9-1-1 Emergency Address and therefore may be routed to the incorrect PSAP for the emergency location. If the End-user is unable to speak, the dispatcher may not be able to locate the caller if the End-user has failed to update their 9-1-1 Emergency Address. The End-user(s) may update their 9-1-1 Emergency Address in the settings section of an eSIM-enabled Device. During certain periods, updates to the 9-1-1 Emergency Address may not be reflected instantly (e.g., during IT maintenance periods). When the End-user registers or updates their 9-1-1 Emergency Address, it will be validated for accuracy through a Canada Post and PSAP validation service. If the validation service is not able to recognize the proposed 9-1-1 Emergency Address the End-user provided, the End-user will be provided with a recommendation for correction of the 9-1-1 Emergency Address. If the End-user chooses to override the recommendation, their 9-1-1 Emergency Address may not be properly validated and updated. Therefore, in the event of an emergency, it is important that an End-user immediately inform the 9-1-1 operator of the location they are calling from (or the location of the emergency, if different). It is strongly encouraged that each End-user of an eSIM-enabled Device always have an alternate means of accessing 9-1-1.

D. Connection Time and Technical Difficulties. For technical reasons, a 9-1-1 call may produce a busy signal or take longer to answer as compared to traditional 9-1-1 calls. 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 eSIM-enabled Device 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 the Agreement.

E. Features Not Available for 9-1-1 with an eSIM-enabled Device. The following features will not be available for 9-1-1 with an eSIM-enabled Device: Call Transfer (an End-user 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 (an End-user cannot forward calls to 9-1-1). In addition, an End-user will not be able to put a 9-1-1 call on hold. T9-1-1 Service is not available for 9-1-1 on an eSIM-enabled Device (an End-user cannot communicate with 9-1-1 operators via text message for deaf, hard of hearing or speech impaired users).

F. Limitation of Liability related specifically to 911 Calling on eSIM-enabled Devices. 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 an eSIM-enabled Device, 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.

7. **Rogers Business Self-Serve.** Rogers Business Self-Serve (RBSS) is a secure and integrated online billing, payment, and reporting system based upon a J2EE/Oracle platform. It includes monthly billing information for the Customer's wireless services provided by Rogers, as well as permitting the Customer to automatically generate reports on a wide-range of wireless services (voice, data, SMS) provided by Rogers.

RBSS is a versatile web-based online billing and reporting tool that is available at no charge to the Customer when the Corporate Share Plans are purchased. RBSS offers the Customer features including the ability to view or download invoices, make a payment, manage users and create groups, grant access to RBSS based on a group profile, create and download reports or cancel paper bills.

8. **Service Term.** The Term of the Services commences: (i) on the date of signature of the Agreement; or (ii) if the Price Plans include pricing elements that require customization on our billing systems, on the date on which we notify you that the Core Price Plans are available for Line activations; in each case referred to as the "**Service Effective Date**", and ends after the number of months set out in the Agreement have elapsed, unless terminated in accordance with the provisions of the Agreement (the "**Service Term**"). The expiration of the Service Term does not affect the Line Term of each of the Lines, which Line Term remains in force until the Line is cancelled.

9. **Line Term.** Each Line has its own Line Term. Following the end of the Line Term, we continue to provide the Service in connection with the Line on a month-to-month basis at the then-current pricing, until the Line is cancelled provided that during any such month-to-month period, we reserve the right to amend the pricing for the Services.

10. **Pricing.** The regular pricing of each Core Price Plan, plus any applicable discounts, is described in the Agreement. The regular pricing of each Roaming Offer is described in the Agreement. The Monthly Recurring Charge of a Core Price Plan remains unchanged for the duration of the Service Term. Pricing elements other than the Monthly Recurring Charge of a Core Price Plan are subject to change from time to time without notice, unless otherwise set forth in the Agreement. Monthly Recurring Charges are conditional on a minimum of ten (10) Lines (for accounts with fewer than 30 employees) or five (5) Lines (for accounts with 30 or more employees) being activated within ninety (90) days of the Service Effective Date and being maintained throughout the Service Term. A surcharge of \$10 per month per activated Line will be applied in the event you fail to maintain the applicable minimum on your account.

11. **Pricing Effective Date – Migrated Lines.** When you migrate Lines from one Core Price Plan to another, the pricing of the new Core Price Plan takes effect on the first day of your next wireless billing cycle, unless otherwise indicated by Rogers if the Core Price Plan needs to be customized in our billing system. For the purposes of clarity, no retroactive credit representing the difference between the previous pricing and the new pricing will be applied.

12. **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.

13. **Committed Number of Lines.** You have 90 days from the Service Effective Date (the "**Commitment Date**") to activate the Committed Number of Lines. If (A) the Committed Number of Lines is not met by the Commitment Date, or (B) the activated number of Lines falls below the Committed Number of Lines (or any sub-commitment, as applicable) at any time after the Commitment Date; then the pricing set forth in the Pricing Summary and RBSS may be subject to change at our sole discretion, which change may include the cancellation of any discount set forth in the Pricing Summary for both existing and future Lines.

14. **Termination Fee.** A termination fee applies if we provided an Economic Inducement and the Line is cancelled prior to the end of the Line Term. We use the following formula to calculate the applicable termination fee:

Termination fee = [Economic Inducement X number of months left in the Line Term] ÷ total number of months in the Line Term.

In addition, each Line deactivation may be subject to a Deactivation Fee, as set out in your Agreement.

The termination fee is subject to applicable Taxes. The termination fee is sometimes referred to as an Economic Inducement Recovery Fee.

15. **Termination Fee Waiver.** Where an amount of termination fee waivers is set out in the Agreement, you may cancel such amount of Lines during the Service Term, (excluding porting activity) without paying the applicable termination fee or Deactivation Fee, provided that the number of active and eligible Lines at the time of such cancellation is equal to or greater than the Committed Number of Lines. Where the termination fee waivers are expressed as a percentage in the Pricing Summary, such percentage is based on the Committed Number of Lines for Voice Only and for Voice and Data combined, rounded down to the nearest whole number, and exclude any Committed Number of Lines for Data Only.

16. **Satisfaction Guarantee.** You may return Devices under our limited time satisfaction warranty, as described in RBSS.

17. **Intellectual Property Rights.** Rights in respect of trademarks, trade names, copyrights, patents and other intellectual property rights connected with the Devices do not pass to you or your End Users and remain at all times with the Device manufacturer.

18. **Devices.** The No Term Device Price applies to any Device purchased from Rogers, except for Devices purchased on a Core Price Plan that is eligible for a Device Subsidy where you will be charged the subsidized price for the Core Price Plan and Line Term combination applicable at the time of purchase. All Devices purchased from Rogers is covered 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.

19. **Early Device Upgrade.** If you wish to upgrade a Device prior to the end of the Line Term (but not during the one-month period following the activation of the Device), a one-time charge for the applicable Line applies for each month remaining in the Line Term, the Line Term will end and a new Line Term will start. We use the following formula to calculate such one-time charge:

One-time charge = [Device Subsidy ÷ the number of months in the Line Term] X the number of months remaining in the Line Term.

For example: \$500.00 (Device Subsidy) divided by 24 (number of months in the Line Term) = \$20.83. This amount is then multiplied by 9 months (number of months remaining in the Line Term) = \$187.50.

In addition, each Line receiving a Device Upgrade may be subject to a Hardware Upgrade Fee, as set out in your Agreement.

The one-time charge is subject to applicable Taxes.

20. **Early Device Upgrade Waiver.** Where an amount of early Device upgrade ("pre-HUP") waivers is set out in the Pricing Summary, you may upgrade such amount of Devices each year (i.e. each year following the Service Effective Date) during the Service Term, without paying the Early Device Upgrade one-time charge set out in Section 15, provided that the Device associated with the Line in question has been active for a minimum of one (1) month, and provided that the number of active and eligible Lines at the time such early Device upgrade is requested is equal to or greater than the Committed Number of Lines. Where the pre-HUP waivers are expressed as a percentage in the Pricing Summary, such percentage is based on the Committed Number of Lines for Voice Only and for Voice and Data combined, rounded down to the nearest whole number, and exclude any Committed Number of Lines for Data Only.

21. **Downgrade Fee.** If you downgrade a Line to a Price Plan with a lower tier of Device Subsidy eligibility during the Line Term, we charge you a one-time Device downgrade fee. We use the following formula to calculate the one-time downgrade fee:

One-time downgrade fee = ([Device Subsidy applied at time of activation - Device Subsidy in the lower tier Device category at time of activation] ÷ the number of months in the Line Term) X the number of months remaining in the Line Term.

For example, if the Device Subsidy at time of activation was \$450 and the Device Subsidy at time of activation in the lower tier hardware category was \$300 then the difference between these two categories would be \$150. If the Customer was 18 months into their 24 month Line Term, then the downgrade fee would be calculated as follows: \$150 / 24 = \$6.25 per month x 6 Months remaining for a total of \$37.50. This amount of \$37.50 would reduce the total termination fee by the same amount.

22. **Additional Features.** Additional service details and additional plans and features that you may purchase from us are set out at rogers.com/business (or any successor URL), subject to certain eligibility requirements. Any discount that may be set out in the Pricing Summary does not apply to these additional plans and features.

23. **Data Pooling.** For all Rogers Business Share Plan Lines activated on a Core Price Plan eligible for pooling, smartphone data is pooled across all Lines under a common billing account (BAN), giving the Customer access to draw data from the pool, subject to the terms and pricing set out in the Agreement.

24. **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. All usage is rounded up to the next highest increment (MB, minute, etc.). 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. You agree that, to the extent there is any dispute as to the amount of data, voice or SMS traffic transmitted to and from a Rogers SIM card in a particular period of time, then the amount of such transmission as calculated by Rogers' systems and verified by the call detail records (CDRs) from such systems shall govern.

25. **Identification Numbers.** You or your End Users will not reproduce, change or tamper with or allow anyone else to tamper with an electronic serial number (ESN), mobile identification number (MIN), International Mobile Equipment Identity (IMEI) number, International Mobile Subscriber Identity (IMSI) number and/or the Subscriber Identity Module (SIM) number, as the case may be. In addition, a Rogers SIM may only be used in a Device that we have approved.

26. **Rogers Facilities.** We provide the Service using the Rogers Wireless Network. We may enlarge, reduce in scope or otherwise vary the Rogers Wireless Network footprint from time to time at our sole discretion. We reserve the right in our sole discretion and without notice, from time to time, to make changes in any aspect of the Rogers Wireless Network. The Service is provided on an "as is, where is" basis and may be subject to transmission limitations caused by atmospheric or topographical conditions or equipment failures beyond our reasonable control.

27. **Limits on Our 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" or "your" also refers to, and includes, your End Users. In respect of the provision of emergency services on a mandatory basis, we are not liable for:

- libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over the Rogers Wireless Network from your property or premises or recorded by Customer Equipment or Rogers Equipment;
- damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by us;
- damages arising out of the transmission of material or messages over the Rogers Wireless Network on your behalf which is in any way unlawful;
- 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 our part results in physical injury, death or damage to your property or premises, our 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. However, our liability is not limited by this section in cases of deliberate fault, gross negligence or anti-competitive conduct on our part or in cases of breach of contract where the breach results from our gross negligence.

28. **Internet Access through the Service.** We do not warrant the performance, availability, uninterrupted use of or operation of the internet or your End Users' connection to the internet. We do not warrant that any data or files sent by or to your End Users (whether by e-mail or otherwise) will be transmitted, transmitted in uncorrupted form, or transmitted within a reasonable period of time.

Definitions

- 1.1 Billing Account Number (BAN) – means a unique Rogers' wireless account number.
- 1.2 Committed Number of Lines – means the number of Lines (including, as applicable, any sub-commitment for voice only, data only, and voice and data combined Lines) set out in the Agreement.
- 1.3 Credit Recovery Period – means the period of time over which Rogers may recover the amortized portion of any One-Time Activation Credit or One-Time Renewal Credit. The Credit Recovery Period is set out on the Agreement.
- 1.4 Device - means a wireless telephone or Smartphone, wireless messaging device, tablet, or other wireless devices that is authorized by Rogers for use on the Rogers Wireless Network.
- 1.5 Device Subsidy - means the difference between the No Term Device Price and the price you paid for such Device at the time of activation of the Line.
- 1.6 Economic Inducement – means the amount that is equal to the aggregate of all credits we may have granted to you with in connection with a Line (i.e. One-time Credits or other type of credit) together with the Device Subsidy for such Line.
- 1.7 Line – means the activation of a Device on a Price Plan for which you are financially and legally responsible. For the avoidance of doubt, a “Line” excludes any line activation made by an End User for which such End User is financially and legally responsible even if you reimburse such End User, or any line activation made by an End User for personal use as part of an employee purchase program.
- 1.8 Line Term – means the period of time that the Customer commits to maintain the selected core price plan on a certain Corporately Paid Line.
- 1.9 Monthly Recurring Charge – means the Price Plan monthly charge, which charge excludes any overage or charge for additional features or ad-ons.
- 1.10 No Term Device Charge – means the advertised price on <http://www.rogers.com/business> (or any successor URL) for a Device purchased on a “No Term” basis.
- 1.11 Pooled – means that the allocation of data is shared amongst the Customer's eligible Lines on a common Billing Account Number.
- 1.12 Roam Like Home Destinations – means Afghanistan, Aland Islands, Alaska, Albania, Algeria, Anguilla, Antigua And Barbuda, Argentina, Armenia, Aruba, Australia, Austria, Azerbaijan, Azores, Bahamas, Bangladesh, Barbados, Belarus, Belgium, Belize, Bermuda, Bolivia, Bonaire, Bosnia-Herzegovina, Brazil, British Virgin Islands, Bulgaria, Burkina Faso, Cambodia, Cameroon, Canary Islands, Cayman Island, Central African Republic, Chile, China, Colombia, Congo (Democratic Republic of), Costa Rica, Croatia, Curacao, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, England, Estonia, Faroe Islands, Fiji, Finland, France, French Guiana, French Polynesia, Galapagos Islands, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guatemala, Guernsey, Guinea Bissau, Guyana, Haiti, Hawaii, Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Iraq, Ireland, Isle of Man, Israel, Italy, Ivory Coast, Jamaica, Japan, Jersey, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyz Republic, Latvia, Liberia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Madeira, Malaysia, Mali, Malta, Martinique, Mayotte, Mexico, Monaco, Mongolia, Montenegro, Montserrat, Morocco, Myanmar, Netherlands, New Zealand, Nicaragua, Niger, Nigeria, Northern Ireland, Norway, Oman, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Reunion, Romania, Russia, Saba, San Marino, Saudi Arabia, Scotland, Senegal, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sri Lanka, St Barts, St Eustatius, St Kitts And Nevis, St Lucia, St Maarten, St Martin, St Vincent And The Grenadines, Suriname, Sweden, Switzerland, Tahiti, Taiwan, Tajikistan, Thailand, Tonga, Trinidad And Tobago, Tunisia, Turkey, Turks And Caicos, U.S. Virgin Islands, Ukraine, United Arab Emirates, United States, Uruguay, Vanuatu, Vatican City,

Venezuela, Vietnam, Wales, and Western Samoa. These Roam Like Home Destinations are subject to change by Rogers at any time without prior notice.

- 1.13 Rogers Wireless Network – means the Rogers-owned wireless transmission facilities.
- 1.14 SMS – means Short Message Service, or text messaging.
- 1.15 Zone 2 – means Aland Islands, Albania, Andorra, Armenia, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Croatia, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovak Republic, Slovenia, Spain, St. Pierre & Miquelon, Sweden, Switzerland, Turkey, Ukraine, United Kingdom, Vatican City. The countries included in Zone 2 are subject to change by Rogers at any time without prior notice.
- 1.16 Zone 2A – means Anguilla, Antigua and Barbuda, Aruba, Australia, Bahamas, Barbados, Bermuda, British Virgin Islands, Bonaire, Cayman Islands, China, Curacao, Dominica, Dominican Republic, French Guiana, Grenada, Guadeloupe, Haiti, Hong Kong, India, Jamaica, Japan, Martinique, Mexico, Montserrat, New Zealand, Saba, South Korea, St. Bartelemy, St. Eustatius, St. Kitts and Nevis, St. Lucia, St. Maarten, St. Martin, St. Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos. The countries included in Zone 2A are subject to change by Rogers at any time without prior notice.
- 1.17 Zone 3 – means Argentina, Azerbaijan, Bahrain, Bangladesh, Belize, Bhutan, Bolivia, Brazil, Brunei Darussalam, Cambodia, Chile, Colombia, Cook Islands, Costa Rica, East Timor, Ecuador, El Salvador, Falkland Islands, Fiji, Galapagos Islands, Georgia, Guam, Guatemala, Guyana, Honduras, Indonesia, Iraq, Israel, Jordan, Kazakhstan, Kyrgyz Republic, Laos, Macau, Malaysia, Maldives, Mongolia, Myanmar, Nauru, Nepal, New Caledonia, Nicaragua, Northern Mariana Islands, Oman, Pakistan, Palestine, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Russia, Samoa, Saudi Arabia, Singapore, Sri Lanka, Suriname, Taiwan, Tajikistan, Thailand, Tonga, Turkmenistan, United Arab Emirates, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, Yemen. The countries included in Zone 3 are subject to change by Rogers at any time without prior notice.
- 1.18 Zone 4 – means Algeria, Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo (Democratic Rep. of), Congo (Peoples Rep. of), Djibouti, Egypt, Equatorial Guinea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Ivory Coast, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mayotte, Morocco, Mozambique, Namibia, Niger, Nigeria, Reunion, Rwanda, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, South Sudan, Sudan, Swaziland, Tanzania, Togo, Tunisia, Uganda, Western Sahara, Zambia, Zanzibar, Zimbabwe. The countries included in Zone 4 are subject to change by Rogers at any time without prior notice.

Rogers Global Business Share Plan

The following terms pertain specifically to the Rogers Global Business Share Plan supplied by Rogers to you, the customer named on the Rogers for Business Agreement. Rogers' wireless services, including the wireless services provided with the Rogers Global Business Share Plan, are provided over a coast-to-coast Rogers-owned network based on 4G HSPA+, LTE, LTE-Advanced, and multi-path digital fibre network technologies.

Rogers Global Business Share Plan has six (6) core price plans (with both subsidized and unsubsidized options) to which additional options and features may be added. The core price plans are described in your Rogers for Business Agreement, and are:

- Voice Only Plan
- 3 GB Voice & Data Plan
- 5 GB Voice & Data Plan
- 7 GB Voice & Data Plan
- 10 GB Voice & Data Plan
- 7 GB Canada to US Plan

Rogers Global Business Share Plan is provided in conjunction with certain Rogers Global Business Share Plan Roaming Offers. These roaming offers are described in your Rogers for Business Agreement.

1. **General Description.** Subject to the terms of the Agreement, you may activate Lines for wireless voice, text messaging (SMS) and/or data services that are included in the Core Price Plans, together with the options and features that you may choose for use by an End User (collectively, the "**Service**"). Our wireless network coverage can be found at <https://www.rogers.com/consumer/wireless/network-coverage>. The coverage map contained therein is a general representation of our wireless coverage where indicated. The areas shown are approximate. Actual coverage area may vary from map graphics. Reception may be affected by various factors, including system availability and capacity, Customer's equipment, signal strength, topography and environmental conditions. Charges are based on the location of the site receiving and transmitting the signal, not the location of the subscriber.

2. **Ordering and Service Modifications.** A Line can be ordered by your Authorized Person submitting an activation request containing the required information. You are fully liable for all orders made by your Authorized Person. Requests for modifications (e.g. Price Plan change, Line cancellation, purchase of options and features) can only be made by your Authorized Person. The activation of each new SIM card may be subject to a Set-up Service Fee, as set out in your Agreement.

3. **International Roaming.** The Rogers Global Business Share Plans include Roam like Home Destinations by default. In destinations other than Roam Like Home Destinations, roaming Individual Buckets or Travel Packs can be purchased by you. There is no cap on the number of days in a month that a Line may be charged for the Roam Like Home Destinations daily charge. Your End Users may, as part of an International Roaming Option, roam on the wireless networks of the third party network operators located outside of Canada to which we have roaming agreements in place from time to time. International roaming by your End Users is subject to the restrictions that may exist in such roaming agreements. We may suspend international roaming privileges to any End User if we discover or suspect that the international roaming services are used in a fraudulent manner. Your End Users may only roam incidentally to their use of the Rogers Wireless Network in Canada and cannot roam on the networks of third party network operators on a permanent basis. We may at our discretion, from time to time and at any time add, modify or remove territories where international roaming is available. Not all features and/or functionalities are available in each territory where international roaming is available and roaming in certain territories is only available for use with Devices using certain forms of technology. Rounding rules and minimum usage conditions vary from one territory to another.

4. **Extended Coverage.** We provide additional wireless coverage within Canada, outside of the Rogers Wireless Network, for which you do not incur roaming charges (the "**Extended Coverage**"). Extended coverage is for occasional use (except in Saskatchewan where permanent use is permitted if the following conditions are met: (i) you have Lines activated in more than one province; (ii) your head office or operational headquarters are located outside of Saskatchewan; and (iii) the number of Lines in Saskatchewan is less than 4% of your total number of Lines in Canada. Occasional means that the majority of an End User's monthly usage (voice, data and SMS) must occur on the Rogers Wireless Network. If the majority of an End User's monthly usage (voice, data and SMS) occurs within Extended Coverage areas, we may restrict or limit the End User's access to Extended Coverage on

an ongoing basis. We may block access to End Users in Saskatchewan if you do not meet the conditions outlined above. Further, where we identify that an End User's usage while utilizing Extended Coverage is excessive, we reserve the right to charge you a reasonable fee for such excessive usage, or, alternatively, to block such End User from utilizing Extended Coverage going forward. An End User's Device always connects to the Rogers Wireless Network if it is available. Once an End User has left the Rogers Wireless Network and has entered an Extended Coverage area, the End User's Device automatically connects to the network of the third party network operator located in the Extended Coverage. If the End User is on a call when they enter an Extended Coverage area, the call drops. Once EXT appears on the End User's Device screen, they can call back to complete their call. A few enhanced features may not be available while in an Extended Coverage area, including:

- Call Display / Name Display
- Pound numbers (#) and short codes
- N-1-1 codes:
 - 2-1-1 Community Information
 - 4-1-1 Directory Assistance Call Completion
 - 3-1-1 Non-Emergency Municipal Government
 - 5-1-1 Weather & Traveler Information
 - 7-1-1 Access to Message Relay Service (MRS) by the deaf
 - 8-1-1 Non-urgent Health Teletriage Services

Geographical coverage areas within the Extended Coverage area may change from time to time, without notice. We are not liable to you or your End Users for any loss suffered as a result of any disruptions or outages within the Extended Coverage, or as a result of any changes to Extended Coverage areas. We will notify you reasonably in advance if the conditions pertaining to Extended Coverage change as a result of changes to our agreements with the Canadian network operators with whom Rogers has arrangements in place for Extended Coverage.

5. **Wi-Fi Calling.** Wi-Fi Calling enables the Customer end-user to use a compatible Rogers Device to make and receive phone calls, and send and receive messages, over a Wi-Fi Network. This means the Customer end-user would still be able to call and text even in areas where the Rogers Wireless Network coverage is limited, such as office buildings, factories and plants, as long as the device is configured to use a Wi-Fi connection. The end-user needs to enable Wi-Fi Calling on their compatible Rogers Device, accepting the Terms & Conditions and registering an emergency 9-1-1 address for emergency calls. There is no additional fee to use this feature and, in most cases, when Wi-Fi Calling is enabled and the end-user has access to both Wi-Fi Calling and a mobile network, the device will automatically default to use Wi-Fi Calling. This applies both when the end-user is within Canada and when roaming outside of Canada. A list of eligible devices and more details about this feature are available at www.rogers.com/wificalling.

If the Customer end-user uses Wi-Fi Calling while outside of Canada, the following will be deducted from the wireless plan without incurring any long distance or roaming charges:

- Incoming calls and text messages received from anywhere in the world
- Outgoing calls and text messages made or sent to a Canadian number

Roaming and/or long distance charges will vary depending on the roaming option the Customer has on the account. If the Customer has Roam Like Home, outgoing Wi-Fi Calling calls or text messages made to a non-Canadian number will trigger the Roam Like Home daily charge. If the end-user has already incurred this charge, then all outgoing Wi-Fi Calling calls, and text messages made or sent during the period for which the charge was incurred will be covered under the initial Roam Like Home charge. If the Customer has Flex Roaming, all outgoing Wi-Fi Calling calls and text messages to a non-Canadian number will be deducted from the tiers according to the country Zone. If the end-user exceeds the limit on a specific tier, overage rates outlined in the agreement will apply.

IMPORTANT: WI-FI CALLING HAS DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICES. PLEASE REVIEW ALL LIMITATIONS ON YOUR DEVICE WHEN YOU ENABLE THE FEATURE PRIOR TO ACTIVATION. IF YOU DO NOT AGREE, DO NOT ENABLE THE FEATURE. To learn more, please visit www.rogers.com/911.

6. **eSIM 9-1-1 Calling. IMPORTANT INFORMATION ABOUT THE DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICE ASSOCIATED WITH YOUR SMARTWATCH OR OTHER ESIM-ENABLED DEVICE. PLEASE READ CAREFULLY.**

By using a smartwatch or other eSIM-enabled Device (collectively, an “eSIM-enabled Device”) for voice calls, you acknowledge and agree to the information in this section regarding the limitations of using such eSIM-enabled Device for dialing 9-1-1. If you are not comfortable with these limitations, we recommend not using an eSIM-enabled Device, or considering an alternate means for accessing traditional 9-1-1 emergency services. We recommend that the End-user of an eSIM-enabled Device keeps an alternative phone service handy to increase the reliability of access to emergency services during any service interruption. **Note:** A smartwatch cannot support

emergency calls made outside of Canada or the United States. The End-user of a eSIM-enabled Device must ensure they are connected to a mobile network when attempting to make an emergency call outside of Canada or the United States to be routed to the nearest emergency services. You agree to inform all your employees or End-users who activate an eSIM-enabled Device through your Rogers account of the following limitations and requirements.

A. 9-1-1 Emergency Address. When an eSIM-enabled Device is first activated, the End-user of such Device will be asked to provide the full address for their most likely location (your “**9-1-1 Emergency Address**”). Each End-user may only register one (1) 9-1-1 Emergency Address and it must be a location in Canada or the United States. If a U.S address is entered, it must not be used for more than six (6) months of any given calendar year. If the End-user(s) fail to comply with this requirement or we suspect End-users have provided false, inaccurate or incomplete location information, we have the right to restrict the End-user(s) current and/or future ability to use their eSIM-enabled Device. We will not, however, disable the ability to place a 9-1-1 call during any such restriction.

B. Placing 9-1-1 Calls. If an End-User dials 9-1-1 from a traditional wireless Device, the call will attempt to route over the mobile network, to the proper Public Safety Answering Point (“**PSAP**”) based on the location the call is placed from. If an End-user dials 9-1-1 from an eSIM-enabled Device, the call will try to route over the cellular network if such network is available to complete the call as a Wireless E9-1-1 call, providing a more enhanced 9-1-1 service. When the cellular network is unavailable, the call routes to a specialized emergency call centre that will transfer the call to the correct PSAP by using the 9-1-1 Emergency Address specified by the End-user or based on the location the End-user has provided to the 9-1-1 operator. The End-user must immediately inform the 9-1-1 operator of their location (or the location of the emergency, if different) if they are able to do so. It is important that the End-user does not hang up unless directly told to do so, and if disconnected, immediately dials 9-1-1 again. The End-user should also be prepared to provide their call-back number to the 9-1-1 operator. If an End-user dials 9-1-1 and the connection is lost, the call to 9-1-1 will drop and the specialized emergency call centre and/or PSAP may not have any method of re-connecting with the caller. If this occurs, the End-user must dial 9-1-1 again. If the End-user disables the cellular radio on an eSIM-enabled Device, they may be prompted to enable the cellular signal to complete the 9-1-1 call. The option to enable the cellular radio to complete a 9-1-1 call as a wireless E9-1-1 call should always be selected.

C. Accuracy of 9-1-1 Information. You agree, and must ensure that your End-users agree to provide true, accurate, current and complete 9-1-1 Emergency Address and other information to us, and are responsible for maintaining and updating the 9-1-1 Emergency Address associated with each eSIM-enabled Device. If the End-user does not update their 9-1-1 Emergency Address and does not correctly identify the location of the emergency, 9-1-1 calls made using an eSIM-enabled Device, the call will be routed based on the previously provided 9-1-1 Emergency Address and therefore may be routed to the incorrect PSAP for the emergency location. If the End-user is unable to speak, the dispatcher may not be able to locate the caller if the End-user has failed to update their 9-1-1 Emergency Address. The End-user(s) may update their 9-1-1 Emergency Address in the settings section of an eSIM-enabled Device. During certain periods, updates to the 9-1-1 Emergency Address may not be reflected instantly (e.g., during IT maintenance periods). When the End-user registers or updates their 9-1-1 Emergency Address, it will be validated for accuracy through a Canada Post and PSAP validation service. If the validation service is not able to recognize the proposed 9-1-1 Emergency Address the End-user provided, the End-user will be provided with a recommendation for correction of the 9-1-1 Emergency Address. If the End-user chooses to override the recommendation, their 9-1-1 Emergency Address may not be properly validated and updated. Therefore, in the event of an emergency, it is important that an End-user immediately inform the 9-1-1 operator of the location they are calling from (or the location of the emergency, if different). It is strongly encouraged that each End-user of an eSIM-enabled Device always have an alternate means of accessing 9-1-1.

D. Connection Time and Technical Difficulties. For technical reasons, a 9-1-1 call may produce a busy signal or take longer to answer as compared to traditional 9-1-1 calls. 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 eSIM-enabled Device 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 the Agreement.

E. Features Not Available for 9-1-1 with an eSIM-enabled Device. The following features will not be available for 9-1-1 with an eSIM-enabled Device: Call Transfer (an End-user 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 (an End-user cannot forward calls to 9-1-1). In addition, an End-user will not be able to put a 9-1-1 call on hold. T9-1-1 Service is not available for 9-1-1 on an eSIM-enabled Device (an End-user cannot communicate with 9-1-1 operators via text message for deaf, hard of hearing or speech impaired users).

F. Limitation of Liability related specifically to 911 Calling on eSIM-enabled Devices. 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 an eSIM-enabled Device, 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.

7. **Rogers Business Self-Serve.** Rogers Business Self-Serve (RBSS) is a secure and integrated online billing, payment, and reporting system based upon a J2EE/Oracle platform. It includes monthly billing information for the Customer's wireless services provided by Rogers, as well as permitting the Customer to automatically generate reports on a wide-range of wireless services (voice, data, SMS) provided by Rogers.

RBSS is a versatile web-based online billing and reporting tool that is available at no charge to the Customer when the Corporate Share Plans are purchased. RBSS offers the Customer features including the ability to view or download invoices, make a payment, manage users and create groups, grant access to RBSS based on a group profile, create and download reports or cancel paper bills.

8. **Service Term.** The Term of the Services commences: (i) on the date of signature of the Agreement; or (ii) if the Price Plans include pricing elements that require customization on our billing systems, on the date on which we notify you that the Core Price Plans are available for Line activations; in each case referred to as the "**Service Effective Date**", and ends after the number of months set out in the Agreement have elapsed, unless terminated in accordance with the provisions of the Agreement (the "**Service Term**"). The expiration of the Service Term does not affect the Line Term of each of the Lines, which Line Term remains in force until the Line is cancelled.

9. **Line Term.** Each Line has its own Line Term. Following the end of the Line Term, we continue to provide the Service in connection with the Line on a month-to-month basis at the then-current pricing, until the Line is cancelled provided that during any such month-to-month period, we reserve the right to amend the pricing for the Services.

10. **Pricing.** The regular pricing of each Core Price Plan, plus any applicable discounts, is described in the Agreement. The regular pricing of each Roaming Offer is described in the Agreement. The Monthly Recurring Charge of a Core Price Plan remains unchanged for the duration of the Service Term. Pricing elements other than the Monthly Recurring Charge of a Core Price Plan are subject to change from time to time without notice, unless otherwise set forth in the Agreement. Monthly Recurring Charges are conditional on a minimum of ten (10) Lines (for accounts with fewer than 30 employees) or five (5) Lines (for accounts with 30 or more employees) being activated within ninety (90) days of the Service Effective Date and being maintained throughout the Service Term. A surcharge of \$10 per month per activated Line will be applied in the event you fail to maintain the applicable minimum on your account.

11. **Pricing Effective Date – Migrated Lines.** When you migrate Lines from one Core Price Plan to another, the pricing of the new Core Price Plan takes effect on the first day of your next wireless billing cycle, unless otherwise indicated by Rogers if the Core Price Plan needs to be customized in our billing system. For the purposes of clarity, no retroactive credit representing the difference between the previous pricing and the new pricing will be applied.

12. **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.

13. **Committed Number of Lines.** You have 90 days from the Service Effective Date (the "**Commitment Date**") to activate the Committed Number of Lines. If (A) the Committed Number of Lines is not met by the Commitment Date, or (B) the activated number of Lines falls below the Committed Number of Lines (or any sub-commitment, as applicable) at any time after the Commitment Date; then the pricing set forth in the Pricing Summary and RBSS may be subject to change at our sole discretion, which change may include the cancellation of any discount set forth in the Pricing Summary for both existing and future Lines.

14. **Termination Fee.** A termination fee applies if we provided an Economic Inducement and the Line is cancelled prior to the end of the Line Term. We use the following formula to calculate the applicable termination fee:

Termination fee = [Economic Inducement X number of months left in the Line Term] ÷ total number of months in the Line Term.

In addition, each Line deactivation may be subject to a Deactivation Fee, as set out in your Agreement.

The termination fee is subject to applicable Taxes. The termination fee is sometimes referred to as an Economic Inducement Recovery Fee.

15. **Termination Fee Waiver.** Where an amount of termination fee waivers is set out in the Agreement, you may cancel such amount of Lines during the Service Term, (excluding porting activity) without paying the applicable termination fee or Deactivation Fee, provided that the number of active and eligible Lines at the time of such cancellation is equal to or greater than the Committed Number of Lines. Where the termination fee waivers are expressed as a percentage in the Pricing Summary, such percentage is based on the Committed Number of Lines for Voice Only and for Voice and Data combined, rounded down to the nearest whole number, and exclude any Committed Number of Lines for Data Only.

16. **Satisfaction Guarantee.** You may return Devices under our limited time satisfaction warranty, as described in RBSS.

17. **Intellectual Property Rights.** Rights in respect of trademarks, trade names, copyrights, patents and other intellectual property rights connected with the Devices do not pass to you or your End Users and remain at all times with the Device manufacturer.

18. **Devices.** The No Term Device Price applies to any Device purchased from Rogers, except for Devices purchased on a Core Price Plan that is eligible for a Device Subsidy where you will be charged the subsidized price for the Core Price Plan and Line Term combination applicable at the time of purchase. All Devices purchased from Rogers is covered 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.

19. **Early Device Upgrade.** If you wish to upgrade a Device prior to the end of the Line Term (but not during the one-month period following the activation of the Device), a one-time charge for the applicable Line applies for each month remaining in the Line Term, the Line Term will end and a new Line Term will start. We use the following formula to calculate such one-time charge:

One-time charge = [Device Subsidy ÷ the number of months in the Line Term] X the number of months remaining in the Line Term.

For example: \$500.00 (Device Subsidy) divided by 24 (number of months in the Line Term) = \$20.83. This amount is then multiplied by 9 months (number of months remaining in the Line Term) = \$187.50.

In addition, each Line receiving a Device Upgrade may be subject to a Hardware Upgrade Fee, as set out in your Agreement.

The one-time charge is subject to applicable Taxes.

20. **Early Device Upgrade Waiver.** Where an amount of early Device upgrade ("pre-HUP") waivers is set out in the Pricing Summary, you may upgrade such amount of Devices each year (i.e. each year following the Service Effective Date) during the Service Term, without paying the Early Device Upgrade one-time charge set out in Section 15, provided that the Device associated with the Line in question has been active for a minimum of one (1) month, and provided that the number of active and eligible Lines at the time such early Device upgrade is requested is equal to or greater than the Committed Number of Lines. Where the pre-HUP waivers are expressed as a percentage in the Pricing Summary, such percentage is based on the Committed Number of Lines for Voice Only and for Voice and Data combined, rounded down to the nearest whole number, and exclude any Committed Number of Lines for Data Only.

21. **Downgrade Fee.** If you downgrade a Line to a Price Plan with a lower tier of Device Subsidy eligibility during the Line Term, we charge you a one-time Device downgrade fee. We use the following formula to calculate the one-time downgrade fee:

One-time downgrade fee = ([Device Subsidy applied at time of activation - Device Subsidy in the lower tier Device category at time of activation] ÷ the number of months in the Line Term) X the number of months remaining in the Line Term.

For example, if the Device Subsidy at time of activation was \$450 and the Device Subsidy at time of activation in the lower tier hardware category was \$300 then the difference between these two categories would be \$150. If the Customer was 18 months into their 24 month Line Term, then the downgrade fee would be calculated as follows: \$150 / 24 = \$6.25 per month x 6 Months remaining for a total of \$37.50. This amount of \$37.50 would reduce the total termination fee by the same amount.

22. **Additional Features.** Additional service details and additional plans and features that you may purchase from us are set out at rogers.com/business (or any successor URL), subject to certain eligibility requirements. Any discount that may be set out in the Pricing Summary does not apply to these additional plans and features.

23. **Data Pooling.** For all Rogers Global Business Share Plan Lines activated on Core Price Plans eligible for pooling, smartphone data is pooled across all Lines under a common billing account (BAN), giving the Customer access to draw data from the pool, subject to the terms and pricing set out in the Agreement.

24. **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. All usage is rounded up to the next highest increment (MB, minute, etc.). 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. You agree that, to the extent there is any dispute as to the amount of data, voice or SMS traffic transmitted to and from a Rogers SIM card in a particular period of time, then the amount of such transmission as calculated by Rogers' systems and verified by the call detail records (CDRs) from such systems shall govern.

25. **Identification Numbers.** You or your End Users will not reproduce, change or tamper with or allow anyone else to tamper with an electronic serial number (ESN), mobile identification number (MIN), International Mobile Equipment Identity (IMEI) number, International Mobile Subscriber Identity (IMSI) number and/or the Subscriber Identity Module (SIM) number, as the case may be. In addition, a Rogers SIM may only be used in a Device that we have approved.

26. **Rogers Facilities.** We provide the Service using the Rogers Wireless Network. We may enlarge, reduce in scope or otherwise vary the Rogers Wireless Network footprint from time to time at our sole discretion. We reserve the right in our sole discretion and without notice, from time to time, to make changes in any aspect of the Rogers Wireless Network. The Service is provided on an "as is, where is" basis and may be subject to transmission limitations caused by atmospheric or topographical conditions or equipment failures beyond our reasonable control.

27. **Limits on Our 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" or "your" also refers to, and includes, your End Users. In respect of the provision of emergency services on a mandatory basis, we are not liable for:

- libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over the Rogers Wireless Network from your property or premises or recorded by Customer Equipment or Rogers Equipment;
- damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by us;
- damages arising out of the transmission of material or messages over the Rogers Wireless Network on your behalf which is in any way unlawful;
- 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 our part results in physical injury, death or damage to your property or premises, our 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. However, our liability is not limited by this section in cases of deliberate fault, gross negligence or anti-competitive conduct on our part or in cases of breach of contract where the breach results from our gross negligence.

28. **Internet Access through the Service.** We do not warrant the performance, availability, uninterrupted use of or operation of the internet or your End Users' connection to the internet. We do not warrant that any data or files sent by or to your End Users (whether by e-mail or otherwise) will be transmitted, transmitted in uncorrupted form, or transmitted within a reasonable period of time.

Definitions

- 1.1 Billing Account Number (BAN) – means a unique Rogers' wireless account number.
- 1.2 Committed Number of Lines – means the number of Lines (including, as applicable, any sub-commitment for voice only, data only, and voice and data combined Lines) set out in the Agreement.
- 1.3 Credit Recovery Period – means the period of time over which Rogers may recover the amortized portion of any One-Time Activation Credit or One-Time Renewal Credit. The Credit Recovery Period is set out on the Agreement.
- 1.4 Device - means a wireless telephone or Smartphone, wireless messaging device, tablet, or other wireless devices that is authorized by Rogers for use on the Rogers Wireless Network.
- 1.5 Device Subsidy - means the difference between the No Term Device Price and the price you paid for such Device at the time of activation of the Line.
- 1.6 Economic Inducement – means the amount that is equal to the aggregate of all credits we may have granted to you with in connection with a Line (i.e. One-time Credits or other type of credit) together with the Device Subsidy for such Line.
- 1.7 Line – means the activation of a Device on a Price Plan for which you are financially and legally responsible. For the avoidance of doubt, a “Line” excludes any line activation made by an End User for which such End User is financially and legally responsible even if you reimburse such End User, or any line activation made by an End User for personal use as part of an employee purchase program.
- 1.8 Line Term – means the period of time that the Customer commits to maintain the selected core price plan on a certain Corporately Paid Line.
- 1.9 Monthly Recurring Charge – means the Price Plan monthly charge, which charge excludes any overage or charge for additional features or ad-ons.
- 1.10 No Term Device Charge – means the advertised price on <http://www.rogers.com/business> (or any successor URL) for a Device purchased on a “No Term” basis.
- 1.11 Pooled – means that the allocation of data is shared amongst the Customer's eligible Lines on a common Billing Account Number.
- 1.12 Roam Like Home Destinations – means Afghanistan, Aland Islands, Alaska, Albania, Algeria, Anguilla, Antigua And Barbuda, Argentina, Armenia, Aruba, Australia, Austria, Azerbaijan, Azores, Bahamas, Bangladesh, Barbados, Belarus, Belgium, Belize, Bermuda, Bolivia, Bonaire, Bosnia-Herzegovina, Brazil, British Virgin Islands, Bulgaria, Burkina Faso, Cambodia, Cameroon, Canary Islands, Cayman Island, Central African Republic, Chile, China, Colombia, Congo (Democratic Republic of), Costa Rica, Croatia, Curacao, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, England, Estonia, Faroe Islands, Fiji, Finland, France, French Guiana, French Polynesia, Galapagos Islands, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guatemala, Guernsey, Guinea Bissau, Guyana, Haiti, Hawaii, Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Iraq, Ireland, Isle of Man, Israel, Italy, Ivory Coast, Jamaica, Japan, Jersey, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyz Republic, Latvia, Liberia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Madeira, Malaysia, Mali, Malta, Martinique, Mayotte, Mexico, Monaco, Mongolia, Montenegro, Montserrat, Morocco, Myanmar, Netherlands, New Zealand, Nicaragua, Niger, Nigeria, Northern Ireland, Norway, Oman, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Reunion, Romania, Russia, Saba, San Marino, Saudi Arabia, Scotland, Senegal, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sri Lanka, St Barts, St Eustatius, St Kitts And Nevis, St Lucia, St Maarten, St Martin, St Vincent And The Grenadines, Suriname, Sweden, Switzerland, Tahiti, Taiwan, Tajikistan, Thailand, Tonga, Trinidad And Tobago, Tunisia, Turkey, Turks And Caicos, U.S. Virgin Islands, Ukraine, United Arab Emirates, United States, Uruguay, Vanuatu, Vatican City,

Venezuela, Vietnam, Wales, and Western Samoa. These Roam Like Home Destinations are subject to change by Rogers at any time without prior notice.

- 1.13 Rogers Wireless Network – means the Rogers-owned wireless transmission facilities.
- 1.14 SMS – means Short Message Service, or text messaging.
- 1.15 Zone 2 – means Andorra, Kosovo, Moldova, and St. Pierre & Miquelon. The countries included in Zone 2 are subject to change by Rogers at any time without prior notice.
- 1.16 Zone 3 – means Bahrain, Bhutan, Brunei Darussalam, Cook Islands, East Timor, Falkland Islands, Guam, Laos, Maldives, Nauru, Nepal, New Caledonia, Palestine, Turkmenistan, and Uzbekistan. The countries included in Zone 3 are subject to change by Rogers at any time without prior notice.
- 1.17 Zone 4 – means Angola, Burundi, Cape Verde, Chad, Comoros, Djibouti, Ethiopia, Gabon, Gambia, Guinea, Lesotho, Libya, Madagascar, Malawi, Mauritania, Mozambique, Namibia, Seychelles, Sierra Leone, Somalia, South Sudan, Sudan, Tanzania, Togo, Zambia, Zanzibar, and Zimbabwe. The countries included in Zone 4 are subject to change by Rogers at any time without prior notice.

Rogers Business Wireless Plan

The following terms pertain specifically to the Rogers Business Wireless Plan supplied by Rogers to you, the customer named on the Rogers for Business Agreement. Rogers' wireless services, including the wireless services provided with the Rogers Business Wireless Plan, are provided over a coast-to-coast Rogers-owned network based on 4G HSPA+, LTE, LTE-Advanced, and multi-path digital fibre network technologies.

The Rogers Business Wireless Plan have the following core price plans with 2 year subsidized, 3 year subsidized and unsubsidized versions to which additional options and features may be added.

- Voice Only Plan
- 3 GB Voice & Data Plan
- 5 GB Voice & Data Plan
- 7 GB Voice & Data Plan
- 10 GB Voice & Data Plan
- Unlimited Data 50GB Max Speed
- 7 GB Canada – US Voice & Data Plan

Rogers Business Wireless Plan is provided in conjunction with certain Rogers Business Wireless Roaming Offers. These roaming offers are described in your Rogers for Business Agreement.

1. **General Description.** Subject to the terms of the Agreement, you may activate Lines for wireless voice, text messaging (SMS) and/or data services that are included in the Core Price Plans, together with the options and features that you may choose for use by an End User (collectively, the “**Service**”). Our wireless network coverage can be found at <https://www.rogers.com/consumer/wireless/network-coverage>. The coverage map contained therein is a general representation of our wireless coverage where indicated. The areas shown are approximate. Actual coverage area may vary from map graphics. Reception may be affected by various factors, including system availability and capacity, Customer's equipment, signal strength, topography and environmental conditions. Charges are based on the location of the site receiving and transmitting the signal, not the location of the subscriber.

2. **Ordering and Service Modifications.** A Line can be ordered by your Authorized Person submitting an activation request containing the required information. You are fully liable for all orders made by your Authorized Person. Requests for modifications (e.g. Price Plan change, Line cancellation, purchase of options and features) can only be made by your Authorized Person. The activation of each new SIM card may be subject to a Set-up Service Fee, as set out in your Agreement.

3. **International Roaming.** The Rogers Business Wireless Plans (excluding the 7GB Canada-US Voice & Data Plan) come standard with Individual Flex Roaming options. Where indicated on the Agreement, you may purchase add-on options that include either the Roam Like Home Roaming Plan or the Canada -US Roaming Plan. Where Roam Like Home Roaming is selected, in destinations other than Roam Like Home Destinations, Individual Flex Roaming options can be purchased by you for use. There is no cap on the number of days in a month that a Corporately Paid Line may be charged for the Roam Like Home Destinations daily charge. Your End Users may roam on the wireless networks of the third party network operators located outside of Canada with which we have roaming agreements in place from time to time. When roaming outside of the Rogers network, certain network services may not be available, such as: Call Forwarding, Call Waiting, Call Display / Name Display, accidental roaming, etc. International roaming by your End Users is subject to the restrictions that may exist in such roaming agreements. We may suspend international roaming privileges to any End User if we discover or suspect that the international roaming services are used in a fraudulent manner. Your End Users may only roam incidentally to their use of the Rogers Wireless Network in Canada and cannot roam on the networks of third party network operators on a permanent basis. We may at our discretion, from time to time and at any time add, modify or remove territories where international roaming is available. Not all features and/or functionalities are available in each territory where international roaming is available and roaming in certain territories is only available for use with Devices using certain forms of technology. Rounding rules and minimum usage conditions vary from one territory to another.

4. **Extended Coverage.** We provide additional wireless coverage within Canada, outside of the Rogers Wireless Network, for which you do not incur roaming charges (the “**Extended Coverage**”). Extended coverage is

for occasional use (except in Saskatchewan where permanent use is permitted if the following conditions are met: (i) you have Lines activated in more than one province; (ii) your head office or operational headquarters are located outside of Saskatchewan; and (iii) the number of Lines in Saskatchewan is less than 4% of your total number of Lines in Canada. Occasional means that the majority of an End User's monthly usage (voice, data and SMS) must occur on the Rogers Wireless Network. If the majority of an End User's monthly usage (voice, data and SMS) occurs within Extended Coverage areas, we may restrict or limit the End User's access to Extended Coverage on an ongoing basis. We may block access to End Users in Saskatchewan if you do not meet the conditions outlined above. Further, where we identify that an End User's usage while utilizing Extended Coverage is excessive, we reserve the right to charge you a reasonable fee for such excessive usage, or, alternatively, to block such End User from utilizing Extended Coverage going forward. An End User's Device always connects to the Rogers Wireless Network if it is available. Once an End User has left the Rogers Wireless Network and has entered an Extended Coverage area, the End User's Device automatically connects to the network of the third party network operator located in the Extended Coverage. If the End User is on a call when they enter an Extended Coverage area, the call drops. Once EXT appears on the End User's Device screen, they can call back to complete their call. A few enhanced features may not be available while in an Extended Coverage area, including:

- Call Display / Name Display
- Pound numbers (#) and short codes
- N-1-1 codes:
 - 2-1-1 Community Information
 - 4-1-1 Directory Assistance Call Completion
 - 3-1-1 Non-Emergency Municipal Government
 - 5-1-1 Weather & Traveler Information
 - 7-1-1 Access to Message Relay Service (MRS) by the deaf
 - 8-1-1 Non-urgent Health Teletriage Services

Geographical coverage areas within the Extended Coverage area may change from time to time, without notice. We are not liable to you or your End Users for any loss suffered as a result of any disruptions or outages within the Extended Coverage, or as a result of any changes to Extended Coverage areas. We will notify you reasonably in advance if the conditions pertaining to Extended Coverage change as a result of changes to our agreements with the Canadian network operators with whom Rogers has arrangements in place for Extended Coverage.

5. **Wi-Fi Calling.** Wi-Fi Calling enables the Customer end-user to use a compatible Rogers Device to make and receive phone calls, and send and receive messages, over a Wi-Fi Network. This means the Customer end-user would still be able to call and text even in areas where the Rogers Wireless Network coverage is limited, such as office buildings, factories and plants, as long as the device is configured to use a Wi-Fi connection. The end-user needs to enable Wi-Fi Calling on their compatible Rogers Device, accepting the Terms & Conditions and registering an emergency 9-1-1 address for emergency calls. There is no additional fee to use this feature and, in most cases, when Wi-Fi Calling is enabled and the end-user has access to both Wi-Fi Calling and a mobile network, the device will automatically default to use Wi-Fi Calling. This applies both when the end-user is within Canada and when roaming outside of Canada. A list of eligible devices and more details about this feature are available at www.rogers.com/wificalling.

If the Customer end-user uses Wi-Fi Calling while outside of Canada, the following will be deducted from the wireless plan without incurring any long distance or roaming charges:

- Incoming calls and text messages received from anywhere in the world
- Outgoing calls and text messages made or sent to a Canadian number

Roaming and/or long distance charges will vary depending on the roaming option the Customer has on the account. If the Customer has Roam Like Home, outgoing Wi-Fi Calling calls or text messages made to a non-Canadian number will trigger the Roam Like Home daily charge. If the end-user has already incurred this charge, then all outgoing Wi-Fi Calling calls, and text messages made or sent during the period for which the charge was incurred will be covered under the initial Roam Like Home charge. If the Customer has Flex Roaming, all outgoing Wi-Fi Calling calls and text messages to a non-Canadian number will be deducted from the tiers according to the country Zone. If the end-user exceeds the limit on a specific tier, overage rates outlined in the agreement will apply.

IMPORTANT: WI-FI CALLING HAS DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICES. PLEASE REVIEW ALL LIMITATIONS ON YOUR DEVICE WHEN YOU ENABLE THE FEATURE PRIOR TO ACTIVATION. IF YOU DO NOT AGREE, DO NOT ENABLE THE FEATURE. To learn more, please visit www.rogers.com/911.

5. **eSIM 9-1-1 Calling. IMPORTANT INFORMATION ABOUT THE DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICE ASSOCIATED WITH YOUR SMARTWATCH OR OTHER ESIM-ENABLED DEVICE. PLEASE READ CAREFULLY.**

By using a smartwatch or other eSIM-enabled Device (collectively, an “**eSIM-enabled Device**”) for voice calls, you acknowledge and agree to the information in this section regarding the limitations of using such eSIM-enabled Device for dialing 9-1-1. If you are not comfortable with these limitations, we recommend not using an eSIM-enabled Device, or considering an alternate means for accessing traditional 9-1-1 emergency services. We recommend that the End-user of an eSIM-enabled Device keeps an alternative phone service handy to increase the reliability of access to emergency services during any service interruption. **Note:** A smartwatch cannot support emergency calls made outside of Canada or the United States. The End-user of a eSIM-enabled Device must ensure they are connected to a mobile network when attempting to make an emergency call outside of Canada or the United States to be routed to the nearest emergency services. You agree to inform all your employees or End-users who activate an eSIM-enabled Device through your Rogers account of the following limitations and requirements.

A. 9-1-1 Emergency Address. When an eSIM-enabled Device is first activated, the End-user of such Device will be asked to provide the full address for their most likely location (your “**9-1-1 Emergency Address**”). Each End-user may only register one (1) 9-1-1 Emergency Address and it must be a location in Canada or the United States. If a U.S address is entered, it must not be used for more than six (6) months of any given calendar year. If the End-user(s) fail to comply with this requirement or we suspect End-users have provided false, inaccurate or incomplete location information, we have the right to restrict the End-user(s) current and/or future ability to use their eSIM-enabled Device. We will not, however, disable the ability to place a 9-1-1 call during any such restriction.

B. Placing 9-1-1 Calls. If an End-User dials 9-1-1 from a traditional wireless Device, the call will attempt to route over the mobile network, to the proper Public Safety Answering Point (“**PSAP**”) based on the location the call is placed from. If an End-user dials 9-1-1 from an eSIM-enabled Device, the call will try to route over the cellular network if such network is available to complete the call as a Wireless E9-1-1 call, providing a more enhanced 9-1-1 service. When the cellular network is unavailable, the call routes to a specialized emergency call centre that will transfer the call to the correct PSAP by using the 9-1-1 Emergency Address specified by the End-user or based on the location the End-user has provided to the 9-1-1 operator. The End-user must immediately inform the 9-1-1 operator of their location (or the location of the emergency, if different) if they are able to do so. It is important that the End-user does not hang up unless directly told to do so, and if disconnected, immediately dials 9-1-1 again. The End-user should also be prepared to provide their call-back number to the 9-1-1 operator. If an End-user dials 9-1-1 and the connection is lost, the call to 9-1-1 will drop and the specialized emergency call centre and/or PSAP may not have any method of re-connecting with the caller. If this occurs, the End-user must dial 9-1-1 again. If the End-user disables the cellular radio on an eSIM-enabled Device, they may be prompted to enable the cellular signal to complete the 9-1-1 call. The option to enable the cellular radio to complete a 9-1-1 call as a wireless E9-1-1 call should always be selected.

C. Accuracy of 9-1-1 Information. You agree, and must ensure that your End-users agree to provide true, accurate, current and complete 9-1-1 Emergency Address and other information to us, and are responsible for maintaining and updating the 9-1-1 Emergency Address associated with each eSIM-enabled Device. If the End-user does not update their 9-1-1 Emergency Address and does not correctly identify the location of the emergency, 9-1-1 calls made using an eSIM-enabled Device, the call will be routed based on the previously provided 9-1-1 Emergency Address and therefore may be routed to the incorrect PSAP for the emergency location. If the End-user is unable to speak, the dispatcher may not be able to locate the caller if the End-user has failed to update their 9-1-1 Emergency Address. The End-user(s) may update their 9-1-1 Emergency Address in the settings section of an eSIM-enabled Device. During certain periods, updates to the 9-1-1 Emergency Address may not be reflected instantly (e.g., during IT maintenance periods). When the End-user registers or updates their 9-1-1 Emergency Address, it will be validated for accuracy through a Canada Post and PSAP validation service. If the validation service is not able to recognize the proposed 9-1-1 Emergency Address the End-user provided, the End-user will be provided with a recommendation for correction of the 9-1-1 Emergency Address. If the End-user chooses to override the recommendation, their 9-1-1 Emergency Address may not be properly validated and updated. Therefore, in the event of an emergency, it is important that an End-user immediately inform the 9-1-1 operator of the location they are calling from (or the location of the emergency, if different). It is strongly encouraged that each End-user of an eSIM-enabled Device always have an alternate means of accessing 9-1-1.

D. Connection Time and Technical Difficulties. For technical reasons, a 9-1-1 call may produce a busy signal or take longer to answer as compared to traditional 9-1-1 calls. 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 eSIM-enabled Device 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 the Agreement.

E. Features Not Available for 9-1-1 with an eSIM-enabled Device. The following features will not be available for 9-1-1 with an eSIM-enabled Device: Call Transfer (an End-user 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 (an End-user

cannot forward calls to 9-1-1). In addition, an End-user will not be able to put a 9-1-1 call on hold. T9-1-1 Service is not available for 9-1-1 on an eSIM-enabled Device (an End-user cannot communicate with 9-1-1 operators via text message for deaf, hard of hearing or speech impaired users).

F. Limitation of Liability related specifically to 911 Calling on eSIM-enabled Devices. 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 an eSIM-enabled Device, 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.

6. **Rogers Business Self-Serve.** Rogers Business Self-Serve (RBSS) is a secure and integrated online billing, payment, and reporting system based upon a J2EE/Oracle platform. It includes monthly billing information for the Customer's wireless services provided by Rogers, as well as permitting the Customer to automatically generate reports on a wide-range of wireless services (voice, data, SMS) provided by Rogers.

RBSS is a versatile web-based online billing and reporting tool that is available at no charge to the Customer when the Rogers Business Plans are purchased. RBSS offers the Customer features including the ability to view or download invoices, make a payment, manage users and create groups, grant access to RBSS based on a group profile, create and download reports or cancel paper bills.

7. **Service Term.** The Term of the Services commences: (i) on the date of signature of the Agreement; or (ii) if the Price Plans include pricing elements that require customization on our billing systems, on the date on which we notify you that the Core Price Plans are available for Line activations; in each case referred to as the "**Service Effective Date**", and ends after the number of months set out in the Agreement have elapsed, unless terminated in accordance with the provisions of the Agreement (the "**Service Term**"). The expiration of the Service Term does not affect the Line Term of each of the Lines, which Line Term remains in force until the Line is cancelled.

8. **Line Term.** Each Line has its own Line Term. Following the end of the Line Term, we continue to provide the Service in connection with the Line on a month-to-month basis at the then-current pricing, until the Line is cancelled provided that during any such month-to-month period, we reserve the right to amend the pricing for the Services.

9. **Pricing.** The regular pricing of each Core Price Plan, plus any applicable discounts, is described in the Agreement. The regular pricing of each Roaming Offer is described in the Agreement. The Monthly Recurring Charge of a Core Price Plan remains unchanged for the duration of the Service Term. Pricing elements other than the Monthly Recurring Charge of a Core Price Plan are subject to change from time to time without notice, unless otherwise set forth in the Agreement. Monthly Recurring Charges are conditional on a minimum of ten (10) Lines (for accounts with fewer than 30 employees) or five (5) Lines (for accounts with 30 or more employees) being activated within ninety (90) days of the Service Effective Date and being maintained throughout the Service Term. A surcharge of \$10 per month per activated Line will be applied in the event you fail to maintain the applicable minimum on your account.

10. **Pricing Effective Date – Migrated Lines.** When you migrate Lines from one Core Price Plan to another, the pricing of the new Core Price Plan takes effect on the first day of your next wireless billing cycle, unless otherwise indicated by Rogers if the Core Price Plan needs to be customized in our billing system. For the purposes of clarity, no retroactive credit representing the difference between the previous pricing and the new pricing will be applied.

11. **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.

12. **Committed Number of Lines.** You have 90 days from the Service Effective Date (the "**Commitment Date**") to activate the Committed Number of Lines. If (A) the Committed Number of Lines is not met by the Commitment Date, or (B) the activated number of Corporately Paid Lines falls below the Committed Number of Lines (or any sub-commitment) at any time after the Commitment Date; then the pricing set forth in the Pricing

Summary and RBSS may be subject to change at Rogers' sole discretion, which change may include the cancellation of any discount set forth in the Pricing Summary for both existing and future Lines.

13. **Termination Fee.** A termination fee applies if we provided an Economic Inducement and the Line is cancelled prior to the end of the Line Term. We use the following formula to calculate the applicable termination fee:

$$\text{Termination fee} = [\text{Economic Inducement} \times \text{number of months left in the Line Term}] \div \text{total number of months in the Line Term.}$$

In addition, each Line deactivation may be subject to a Deactivation Fee, as set out in your Agreement.

The termination fee is subject to applicable Taxes. The termination fee is sometimes referred to as an Economic Inducement Recovery Fee.

14. **Termination Fee Waiver.** Where an amount of termination fee waivers is set out in the Agreement, you may cancel such amount of Lines during the Service Term, (excluding porting activity) without paying the applicable termination fee or Deactivation Fee, provided that the number of active and eligible Lines at the time of such cancellation is equal to or greater than the Committed Number of Lines. Where the termination fee waivers are expressed as a percentage in the Pricing Summary, such percentage is based on the Committed Number of Lines for Voice Only and for Voice and Data combined, rounded down to the nearest whole number, and exclude any Committed Number of Lines for Data Only.

15. **Satisfaction Guarantee.** You may return Devices under our limited time satisfaction warranty, as described in RBSS.

16. **Intellectual Property Rights.** Rights in respect of trademarks, trade names, copyrights, patents and other intellectual property rights connected with the Devices do not pass to you or your End Users and remain at all times with the Device manufacturer.

17. **Devices.** All Devices purchased from Rogers are covered 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 you upon receipt at your premises. Title to any Device purchased outright from Rogers or subsidized via Rogers' device subsidy program shall pass to you upon receipt at your premises. Title to any Device purchased through a financing program will remain with Rogers and shall only pass to you following full payment for the Device. 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.

18. **Hardware Fees.** Where you purchase a Device from Rogers and activate the Device on an unsubsidized Core Price Plan, you will be charged the No Term Device Price then advertised at <http://enterprise.rogers.com/en/products-plans/phones-devices>, minus any promotional offers made by Rogers to you at the time of purchase. Where eligible, you may be able to finance the resulting Device balance through the Rogers Device Financing Program (see below for details). Where you purchase a Device from Rogers and activates the Device on a subsidized Core Price Plan, you will receive a subsidized discount associated with the applicable hardware subsidy tier. This fixed amount discount is subject to change by Rogers at any time, without notice to you.

19. **Rogers Device Financing Program.** Where eligible, you will have the option to finance a purchased Device through the Rogers Device Financing Program. This program allows you to finance the Device cost (the No Term Device Price minus any promotional offers, plus applicable taxes) over a Device Financing Term, making equal monthly payments to Rogers until the Device balance is paid in full. The costs of financing (e.g. interest rate, PPSA registration costs, the amount financed) may be added to the purchase cost and will also be amortized over the Device Financing Term, such costs to be quoted to you at the time of financing. Upon cancellation of the Line for any reason, including the migration of the Line to another customer, the remaining Device Financing Balance will become immediately payable.

20. **Early Device Upgrade.** If you wish to upgrade a Device prior to the end of the Line Term (but not during the one-month period following the activation of the Device), a one-time charge for the applicable Line applies for

each month remaining in the Line Term, the Line Term will end and a new Line Term will start. We use the following formula to calculate such one-time charge:

One-time charge = [Device Subsidy ÷ the number of months in the Line Term] X the number of months remaining in the Line Term.

For example: \$500.00 (Device Subsidy) divided by 24 (number of months in the Line Term) = \$20.83. This amount is then multiplied by 9 months (number of months remaining in the Line Term) = \$187.50.

In addition, each Line receiving a Device Upgrade may be subject to a Hardware Upgrade Fee, as set out in your Agreement.

The one-time charge is subject to applicable Taxes. Devices financed through the Rogers Device Financing Program are not eligible for an early hardware upgrade, so you would be required to cancel the Device financing and pay the full Device Financing Balance, prior to being eligible to purchase or finance a new Device associated with a particular Line.

21. **Early Device Upgrade Waiver.** Where an amount of early Device upgrade (“pre-HUP”) waivers is set out in the Pricing Summary, you may upgrade such amount of Devices each year (i.e. each year following the Service Effective Date) during the Service Term, without paying the Early Device Upgrade one-time charge set out in Section 15, provided that the Device associated with the Line in question has been active for a minimum of one (1) month, and provided that the number of active and eligible Lines at the time such early Device upgrade is requested is equal to or greater than the Committed Number of Lines. Where the pre-HUP waivers are expressed as a percentage in the Pricing Summary, such percentage is based on the Committed Number of Lines for Voice Only and for Voice and Data combined, rounded down to the nearest whole number, and exclude any Committed Number of Lines for Data Only.

22. **Downgrade Fee.** If you downgrade a Line to a Price Plan with a lower tier of Device Subsidy eligibility during the Line Term, we charge you a one-time Device downgrade fee. We use the following formula to calculate the one-time downgrade fee:

One-time downgrade fee = ([Device Subsidy applied at time of activation - Device Subsidy in the lower tier Device category at time of activation] ÷ the number of months in the Line Term) X the number of months remaining in the Line Term.

For example, if the Device Subsidy at time of activation was \$450 and the Device Subsidy at time of activation in the lower tier hardware category was \$300 then the difference between these two categories would be \$150. If the Customer was 18 months into their 24 month Line Term, then the downgrade fee would be calculated as follows: \$150 / 24 = \$6.25 per month x 6 Months remaining for a total of \$37.50. This amount of \$37.50 would reduce the total termination fee by the same amount.

23. **Additional Features.** Additional service details and additional plans and features that you may purchase from us are set out at rogers.com/business (or any successor URL), subject to certain eligibility requirements. Any discount that may be set out in the Pricing Summary does not apply to these additional plans and features.

24. **Data Pooling.** For all Rogers Business Wireless Plan Lines activated on Core Price Plans eligible for pooling, smartphone data is pooled across all Lines under a common billing account (BAN), giving the Customer access to draw data from the pool, subject to the terms and pricing set out in the Agreement.

25. **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. All usage is rounded up to the next highest increment (MB, minute, etc.). 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. You agree that, to the extent there is any dispute as to the amount of data, voice or SMS traffic transmitted to and from a Rogers SIM card in a particular period of time, then the amount of such transmission as calculated by Rogers’ systems and verified by the call detail records (CDRs) from such systems shall govern.

26. **Identification Numbers.** You or your End Users will not reproduce, change or tamper with or allow anyone else to tamper with an electronic serial number (ESN), mobile identification number (MIN), International Mobile Equipment Identity (IMEI) number, International Mobile Subscriber Identity (IMSI) number and/or the

Subscriber Identity Module (SIM) number, as the case may be. In addition, a Rogers SIM may only be used in a Device that we have approved.

27. **Rogers Facilities.** We provide the Service using the Rogers Wireless Network. We may enlarge, reduce in scope or otherwise vary the Rogers Wireless Network footprint from time to time at our sole discretion. We reserve the right in our sole discretion and without notice, from time to time, to make changes in any aspect of the Rogers Wireless Network. The Service is provided on an “as is, where is” basis and may be subject to transmission limitations caused by atmospheric or topographical conditions or equipment failures beyond our reasonable control.

28. **Limits on Our 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” or “your” also refers to, and includes, your End Users. In respect of the provision of emergency services on a mandatory basis, we are not liable for:

- libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over the Rogers Wireless Network from your property or premises or recorded by Customer Equipment or Rogers Equipment;
- damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by us;
- damages arising out of the transmission of material or messages over the Rogers Wireless Network on your behalf which is in any way unlawful;
- 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 our part results in physical injury, death or damage to your property or premises, our 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. However, our liability is not limited by this section in cases of deliberate fault, gross negligence or anti-competitive conduct on our part or in cases of breach of contract where the breach results from our gross negligence.

29. **Internet Access through the Service.** We do not warrant the performance, availability, uninterrupted use of or operation of the internet or your End Users’ connection to the internet. We do not warrant that any data or files sent by or to your End Users (whether by e-mail or otherwise) will be transmitted, transmitted in uncorrupted form, or transmitted within a reasonable period of time.

Definitions

- 1.1 Billing Account Number (BAN) – means a unique Rogers’ wireless account number.
- 1.2 Committed Number of Lines – means the number of Lines (including, as applicable, any sub-commitment for voice only, data only, and voice and data combined Lines) set out in the Agreement.
- 1.3 Credit Recovery Period – means the period of time over which Rogers may recover the amortized portion of any One-Time Activation Credit or One-Time Renewal Credit. The Credit Recovery Period is set out on the Agreement.
- 1.4 Device - means a wireless telephone or Smartphone, wireless messaging device, tablet, or other wireless devices that is authorized by Rogers for use on the Rogers Wireless Network. Device Financing Balance – means the amount of the original Device cost (minus any promotional offers, plus applicable taxes) that remains owing to Rogers at any particular time.
- 1.5 Device Financing Term – means the period of time over which you agree to repay the Device cost (minus any promotional offers, plus applicable taxes).
- 1.6 Device Subsidy - means the difference between the No Term Device Price and the price you paid for such Device at the time of activation of the Line.
- 1.7 Device Subsidy - means the difference between the No Term Device Price and the price you paid for such Device at the time of activation of the Line.
- 1.8 Economic Inducement – means the amount that is equal to the aggregate of all credits we may have granted to you with in connection with a Line (i.e. One-time Credits or other type of credit) together with the Device Subsidy for such Line.
- 1.9 Line – means the activation of a Device on a Price Plan for which you are financially and legally responsible. For the avoidance of doubt, a “Line” excludes any line activation made by an End User for

which such End User is financially and legally responsible even if you reimburse such End User, or any line activation made by an End User for personal use as part of an employee purchase program.

- 1.10 Line Term – means the period of time that the Customer commits to maintain the selected core price plan on a certain Corporately Paid Line.
- 1.11 Monthly Recurring Charge – means the Price Plan monthly charge, which charge excludes any overage or charge for additional features or ad-ons.
- 1.12 No Term Device Charge – means the advertised price on <http://www.rogers.com/business> (or any successor URL) for a Device purchased on a “No Term” basis.
- 1.13 Pooled – means that the allocation of data is shared amongst the Customer’s eligible Lines on a common Billing Account Number.
- 1.14 Roam Like Home Destinations – means Afghanistan, Aland Islands, Alaska, Albania, Algeria, Anguilla, Antigua And Barbuda, Argentina, Armenia, Aruba, Australia, Austria, Azerbaijan, Azores, Bahamas, Bangladesh, Barbados, Belarus, Belgium, Belize, Bermuda, Bolivia, Bonaire, Bosnia-Herzegovina, Brazil, British Virgin Islands, Bulgaria, Burkina Faso, Cambodia, Cameroon, Canary Islands, Cayman Island, Central African Republic, Chile, China, Colombia, Congo (Democratic Republic of), Costa Rica, Croatia, Curacao, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, England, Estonia, Faroe Islands, Fiji, Finland, France, French Guiana, French Polynesia, Galapagos Islands, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guatemala, Guernsey, Guinea Bissau, Guyana, Haiti, Hawaii, Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Iraq, Ireland, Isle of Man, Israel, Italy, Ivory Coast, Jamaica, Japan, Jersey, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyz Republic, Latvia, Liberia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Madeira, Malaysia, Mali, Malta, Martinique, Mayotte, Mexico, Monaco, Mongolia, Montenegro, Montserrat, Morocco, Myanmar, Netherlands, New Zealand, Nicaragua, Niger, Nigeria, Northern Ireland, Norway, Oman, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Reunion, Romania, Russia, Saba, San Marino, Saudi Arabia, Scotland, Senegal, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sri Lanka, St Barts, St Eustatius, St Kitts And Nevis, St Lucia, St Maarten, St Martin, St Vincent And The Grenadines, Suriname, Sweden, Switzerland, Tahiti, Taiwan, Tajikistan, Thailand, Tonga, Trinidad And Tobago, Tunisia, Turkey, Turks And Caicos, U.S. Virgin Islands, Ukraine, United Arab Emirates, United States, Uruguay, Vanuatu, Vatican City, Venezuela, Vietnam, Wales, and Western Samoa. These Roam Like Home Destinations are subject to change by Rogers at any time without prior notice.
- 1.15 Rogers Wireless Network – means the Rogers-owned wireless transmission facilities.
- 1.16 SMS – means Short Message Service, or text messaging.
- 1.17 Zone 2 – means Aland Islands, Albania, Andorra, Armenia, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Greenland, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovak Republic, Slovenia, Spain, St. Pierre & Miquelon, Sweden, Switzerland, Turkey, Ukraine, United Kingdom, Vatican City. The countries included in Zone 2 are subject to change by Rogers at any time without prior notice.
- 1.18 Zone 2A – means Anguilla, Antigua and Barbuda, Aruba, Australia, Bahamas, Barbados, Bermuda, British Virgin Islands, Bonaire, Cayman Islands, China, Curacao, Dominica, Dominican Republic, French Guiana, Grenada, Guadeloupe, Haiti, Hong Kong, India, Jamaica, Japan, Martinique, Mexico, Montserrat, New Zealand, Saba, South Korea, St. Bartelemy, St. Eustatius, St. Kitts and Nevis, St. Lucia, St. Maarten, St. Martin, St. Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos. The countries included in Zone 2A are subject to change by Rogers at any time without prior notice.
- 1.19 Zone 3 – means Argentina, Afghanistan, Azerbaijan, Bahrain, Bangladesh, Belize, Bhutan, Bolivia, Brazil, Brunei Darussalam, Cambodia, Chile, Colombia, Cook Islands, Costa Rica, East Timor, Ecuador, El Salvador, Falkland Islands, Fiji, Galapagos Islands, Georgia, Guam, Guatemala, Guyana, Honduras, Indonesia, Iraq, Israel, Jordan, Kazakhstan, Kuwait, Kyrgyz Republic, Laos, Macau, Malaysia, Maldives, Mongolia, Myanmar, Nauru, Nepal, New Caledonia, Nicaragua, Northern Mariana Islands, Oman, Pakistan, Palestine, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Russia, Samoa, Saudi Arabia, Singapore, Sri Lanka, Suriname, Taiwan, Tajikistan, Thailand, Tonga, Turkmenistan, United Arab Emirates, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, Yemen. The countries included in Zone 3 are subject to change by Rogers at any time without prior notice.
- 1.20 Zone 4 – means Algeria, Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo (Democratic Rep. of), Congo (Peoples Rep. of), Djibouti, Egypt, Equatorial Guinea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Ivory Coast, Kenya,

Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mayotte, Morocco, Mozambique, Namibia, Niger, Nigeria, Reunion, Rwanda, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, South Sudan, Sudan, Swaziland, Tanzania, Togo, Tunisia, Uganda, Western Sahara, Zambia, Zanzibar, Zimbabwe. The countries included in Zone 4 are subject to change by Rogers at any time without prior notice.

Rogers Global Business Wireless Plan

The following terms pertain specifically to the Rogers Global Business Wireless Plan supplied by Rogers to you, the customer named on the Rogers for Business Agreement. Rogers' wireless services, including the wireless services provided with the Rogers Global Business Wireless Plan, are provided over a coast-to-coast Rogers-owned network based on 4G HSPA+, LTE, LTE-Advanced, and multi-path digital fibre network technologies.

The Rogers Global Business Wireless Plan have the following core price plans with 2 year subsidized, 3 year subsidized and unsubsidized versions to which additional options and features may be added.

- Voice Only Plan
- 3 GB Voice & Data Plan
- 5 GB Voice & Data Plan
- 7 GB Voice & Data Plan
- 10 GB Voice & Data Plan
- Unlimited Data 50GB Max Speed
- 7 GB Canada – US Voice & Data Plan

Rogers Global Business Wireless Plan is provided in conjunction with certain Rogers Global Business Wireless Plan Roaming Offers. These roaming offers are described in your Rogers for Business Agreement.

1. **General Description.** Subject to the terms of the Agreement, you may activate Lines for wireless voice, text messaging (SMS) and/or data services that are included in the Core Price Plans, together with the options and features that you may choose for use by an End User (collectively, the “**Service**”). Our wireless network coverage can be found at <https://www.rogers.com/consumer/wireless/network-coverage>. The coverage map contained therein is a general representation of our wireless coverage where indicated. The areas shown are approximate. Actual coverage area may vary from map graphics. Reception may be affected by various factors, including system availability and capacity, Customer's equipment, signal strength, topography and environmental conditions. Charges are based on the location of the site receiving and transmitting the signal, not the location of the subscriber.

2. **Ordering and Service Modifications.** A Line can be ordered by your Authorized Person submitting an activation request containing the required information. You are fully liable for all orders made by your Authorized Person. Requests for modifications (e.g. Price Plan change, Line cancellation, purchase of options and features) can only be made by your Authorized Person. The activation of each new SIM card may be subject to a Set-up Service Fee, as set out in your Agreement.

3. **International Roaming.** The Rogers Global Business Wireless Plans include Roam like Home Destinations by default. In destinations other than Roam Like Home Destinations, roaming Individual Flex Roaming options can be purchased by you. Where indicated on the Agreement, you may purchase an add-on option that includes the Canada -US Roaming Plan. There is no cap on the number of days in a month that a Line may be charged for the Roam Like Home Destinations daily charge. Your End Users may, as part of an International Roaming Option, roam on the wireless networks of the third party network operators located outside of Canada with which we have roaming agreements in place from time to time. International roaming by your End Users is subject to the restrictions that may exist in such roaming agreements. We may suspend international roaming privileges to any End User if we discover or suspect that the international roaming services are used in a fraudulent manner. Your End Users may only roam incidentally to their use of the Rogers Wireless Network in Canada and cannot roam on the networks of third party network operators on a permanent basis. We may at our discretion, from time to time and at any time add, modify or remove territories where international roaming is available. Not all features and/or functionalities are available in each territory where international roaming is available and roaming in certain territories is only available for use with Devices using certain forms of technology. Rounding rules and minimum usage conditions vary from one territory to another.

4. **Extended Coverage.** We provide additional wireless coverage within Canada, outside of the Rogers Wireless Network, for which you do not incur roaming charges (the “**Extended Coverage**”). Extended coverage is for occasional use (except in Saskatchewan where permanent use is permitted if the following conditions are met: (i) you have Lines activated in more than one province; (ii) your head office or operational headquarters are located

outside of Saskatchewan; and (iii) the number of Lines in Saskatchewan is less than 4% of your total number of Lines in Canada. Occasional means that the majority of an End User's monthly usage (voice, data and SMS) must occur on the Rogers Wireless Network. If the majority of an End User's monthly usage (voice, data and SMS) occurs within Extended Coverage areas, we may restrict or limit the End User's access to Extended Coverage on an ongoing basis. We may block access to End Users in Saskatchewan if you do not meet the conditions outlined above. Further, where we identify that an End User's usage while utilizing Extended Coverage is excessive, we reserve the right to charge you a reasonable fee for such excessive usage, or, alternatively, to block such End User from utilizing Extended Coverage going forward. An End User's Device always connects to the Rogers Wireless Network if it is available. Once an End User has left the Rogers Wireless Network and has entered an Extended Coverage area, the End User's Device automatically connects to the network of the third party network operator located in the Extended Coverage. If the End User is on a call when they enter an Extended Coverage area, the call drops. Once EXT appears on the End User's Device screen, they can call back to complete their call. A few enhanced features may not be available while in an Extended Coverage area, including:

- Call Display / Name Display
- Pound numbers (#) and short codes
- N-1-1 codes:
 - 2-1-1 Community Information
 - 4-1-1 Directory Assistance Call Completion
 - 3-1-1 Non-Emergency Municipal Government
 - 5-1-1 Weather & Traveler Information
 - 7-1-1 Access to Message Relay Service (MRS) by the deaf
 - 8-1-1 Non-urgent Health Teletriage Services

Geographical coverage areas within the Extended Coverage area may change from time to time, without notice. We are not liable to you or your End Users for any loss suffered as a result of any disruptions or outages within the Extended Coverage, or as a result of any changes to Extended Coverage areas. We will notify you reasonably in advance if the conditions pertaining to Extended Coverage change as a result of changes to our agreements with the Canadian network operators with whom Rogers has arrangements in place for Extended Coverage.

5. **Wi-Fi Calling.** Wi-Fi Calling enables the Customer end-user to use a compatible Rogers Device to make and receive phone calls, and send and receive messages, over a Wi-Fi Network. This means the Customer end-user would still be able to call and text even in areas where the Rogers Wireless Network coverage is limited, such as office buildings, factories and plants, as long as the device is configured to use a Wi-Fi connection. The end-user needs to enable Wi-Fi Calling on their compatible Rogers Device, accepting the Terms & Conditions and registering an emergency 9-1-1 address for emergency calls. There is no additional fee to use this feature and, in most cases, when Wi-Fi Calling is enabled and the end-user has access to both Wi-Fi Calling and a mobile network, the device will automatically default to use Wi-Fi Calling. This applies both when the end-user is within Canada and when roaming outside of Canada. A list of eligible devices and more details about this feature are available at www.rogers.com/wificalling.

If the Customer end-user uses Wi-Fi Calling while outside of Canada, the following will be deducted from the wireless plan without incurring any long distance or roaming charges:

- Incoming calls and text messages received from anywhere in the world
- Outgoing calls and text messages made or sent to a Canadian number

Roaming and/or long distance charges will vary depending on the roaming option the Customer has on the account. If the Customer has Roam Like Home, outgoing Wi-Fi Calling calls or text messages made to a non-Canadian number will trigger the Roam Like Home daily charge. If the end-user has already incurred this charge, then all outgoing Wi-Fi Calling calls, and text messages made or sent during the period for which the charge was incurred will be covered under the initial Roam Like Home charge. If the Customer has Flex Roaming, all outgoing Wi-Fi Calling calls and text messages to a non-Canadian number will be deducted from the tiers according to the country Zone. If the end-user exceeds the limit on a specific tier, overage rates outlined in the agreement will apply.

IMPORTANT: WI-FI CALLING HAS DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICES. PLEASE REVIEW ALL LIMITATIONS ON YOUR DEVICE WHEN YOU ENABLE THE FEATURE PRIOR TO ACTIVATION. IF YOU DO NOT AGREE, DO NOT ENABLE THE FEATURE. To learn more, please visit www.rogers.com/911.

6. **eSIM 9-1-1 Calling.** **IMPORTANT INFORMATION ABOUT THE DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICE ASSOCIATED WITH YOUR SMARTWATCH OR OTHER ESIM-ENABLED DEVICE. PLEASE READ CAREFULLY.**

By using a smartwatch or other eSIM-enabled Device (collectively, an “eSIM-enabled Device”) for voice calls, you acknowledge and agree to the information in this section regarding the limitations of using such eSIM-enabled

Device for dialing 9-1-1. If you are not comfortable with these limitations, we recommend not using an eSIM-enabled Device, or considering an alternate means for accessing traditional 9-1-1 emergency services. We recommend that the End-user of an eSIM-enabled Device keeps an alternative phone service handy to increase the reliability of access to emergency services during any service interruption. **Note:** A smartwatch cannot support emergency calls made outside of Canada or the United States. The End-user of a eSIM-enabled Device must ensure they are connected to a mobile network when attempting to make an emergency call outside of Canada or the United States to be routed to the nearest emergency services. You agree to inform all your employees or End-users who activate an eSIM-enabled Device through your Rogers account of the following limitations and requirements.

A. 9-1-1 Emergency Address. When an eSIM-enabled Device is first activated, the End-user of such Device will be asked to provide the full address for their most likely location (your “**9-1-1 Emergency Address**”). Each End-user may only register one (1) 9-1-1 Emergency Address and it must be a location in Canada or the United States. If a U.S address is entered, it must not be used for more than six (6) months of any given calendar year. If the End-user(s) fail to comply with this requirement or we suspect End-users have provided false, inaccurate or incomplete location information, we have the right to restrict the End-user(s) current and/or future ability to use their eSIM-enabled Device. We will not, however, disable the ability to place a 9-1-1 call during any such restriction.

B. Placing 9-1-1 Calls. If an End-User dials 9-1-1 from a traditional wireless Device, the call will attempt to route over the mobile network, to the proper Public Safety Answering Point (“**PSAP**”) based on the location the call is placed from. If an End-user dials 9-1-1 from an eSIM-enabled Device, the call will try to route over the cellular network if such network is available to complete the call as a Wireless E9-1-1 call, providing a more enhanced 9-1-1 service. When the cellular network is unavailable, the call routes to a specialized emergency call centre that will transfer the call to the correct PSAP by using the 9-1-1 Emergency Address specified by the End-user or based on the location the End-user has provided to the 9-1-1 operator. The End-user must immediately inform the 9-1-1 operator of their location (or the location of the emergency, if different) if they are able to do so. It is important that the End-user does not hang up unless directly told to do so, and if disconnected, immediately dials 9-1-1 again. The End-user should also be prepared to provide their call-back number to the 9-1-1 operator. If an End-user dials 9-1-1 and the connection is lost, the call to 9-1-1 will drop and the specialized emergency call centre and/or PSAP may not have any method of re-connecting with the caller. If this occurs, the End-user must dial 9-1-1 again. If the End-user disables the cellular radio on an eSIM-enabled Device, they may be prompted to enable the cellular signal to complete the 9-1-1 call. The option to enable the cellular radio to complete a 9-1-1 call as a wireless E9-1-1 call should always be selected.

C. Accuracy of 9-1-1 Information. You agree, and must ensure that your End-users agree to provide true, accurate, current and complete 9-1-1 Emergency Address and other information to us, and are responsible for maintaining and updating the 9-1-1 Emergency Address associated with each eSIM-enabled Device. If the End-user does not update their 9-1-1 Emergency Address and does not correctly identify the location of the emergency, 9-1-1 calls made using an eSIM-enabled Device, the call will be routed based on the previously provided 9-1-1 Emergency Address and therefore may be routed to the incorrect PSAP for the emergency location. If the End-user is unable to speak, the dispatcher may not be able to locate the caller if the End-user has failed to update their 9-1-1 Emergency Address. The End-user(s) may update their 9-1-1 Emergency Address in the settings section of an eSIM-enabled Device. During certain periods, updates to the 9-1-1 Emergency Address may not be reflected instantly (e.g., during IT maintenance periods). When the End-user registers or updates their 9-1-1 Emergency Address, it will be validated for accuracy through a Canada Post and PSAP validation service. If the validation service is not able to recognize the proposed 9-1-1 Emergency Address the End-user provided, the End-user will be provided with a recommendation for correction of the 9-1-1 Emergency Address. If the End-user chooses to override the recommendation, their 9-1-1 Emergency Address may not be properly validated and updated. Therefore, in the event of an emergency, it is important that an End-user immediately inform the 9-1-1 operator of the location they are calling from (or the location of the emergency, if different). It is strongly encouraged that each End-user of an eSIM-enabled Device always have an alternate means of accessing 9-1-1.

D. Connection Time and Technical Difficulties. For technical reasons, a 9-1-1 call may produce a busy signal or take longer to answer as compared to traditional 9-1-1 calls. 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 eSIM-enabled Device 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 the Agreement.

E. Features Not Available for 9-1-1 with an eSIM-enabled Device. The following features will not be available for 9-1-1 with an eSIM-enabled Device: Call Transfer (an End-user 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 (an End-user cannot forward calls to 9-1-1). In addition, an End-user will not be able to put a 9-1-1 call on hold. T9-1-1 Service is

not available for 9-1-1 on an eSIM-enabled Device (an End-user cannot communicate with 9-1-1 operators via text message for deaf, hard of hearing or speech impaired users).

F. **Limitation of Liability related specifically to 911 Calling on eSIM-enabled Devices.** 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 an eSIM-enabled Device, 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.

7. **Rogers Business Self-Serve.** Rogers Business Self-Serve (RBSS) is a secure and integrated online billing, payment, and reporting system based upon a J2EE/Oracle platform. It includes monthly billing information for the Customer's wireless services provided by Rogers, as well as permitting the Customer to automatically generate reports on a wide-range of wireless services (voice, data, SMS) provided by Rogers.

RBSS is a versatile web-based online billing and reporting tool that is available at no charge to the Customer when the Rogers Business Plans are purchased. RBSS offers the Customer features including the ability to view or download invoices, make a payment, manage users and create groups, grant access to RBSS based on a group profile, create and download reports or cancel paper bills.

8. **Service Term.** The Term of the Services commences: (i) on the date of signature of the Agreement; or (ii) if the Price Plans include pricing elements that require customization on our billing systems, on the date on which we notify you that the Core Price Plans are available for Line activations; in each case referred to as the "**Service Effective Date**", and ends after the number of months set out in the Agreement have elapsed, unless terminated in accordance with the provisions of the Agreement (the "**Service Term**"). The expiration of the Service Term does not affect the Line Term of each of the Lines, which Line Term remains in force until the Line is cancelled.

9. **Line Term.** Each Line has its own Line Term. Following the end of the Line Term, we continue to provide the Service in connection with the Line on a month-to-month basis at the then-current pricing, until the Line is cancelled provided that during any such month-to-month period, we reserve the right to amend the pricing for the Services.

10. **Pricing.** The regular pricing of each Core Price Plan, plus any applicable discounts, is described in the Agreement. The regular pricing of each Roaming Offer is described in the Agreement. The Monthly Recurring Charge of a Core Price Plan remains unchanged for the duration of the Service Term. Pricing elements other than the Monthly Recurring Charge of a Core Price Plan are subject to change from time to time without notice, unless otherwise set forth in the Agreement. Monthly Recurring Charges are conditional on a minimum of ten (10) Lines (for accounts with fewer than 30 employees) or five (5) Lines (for accounts with 30 or more employees) being activated within ninety (90) days of the Service Effective Date and being maintained throughout the Service Term. A surcharge of \$10 per month per activated Line will be applied in the event you fail to maintain the applicable minimum on your account.

11. **Pricing Effective Date – Migrated Lines.** When you migrate Lines from one Core Price Plan to another, the pricing of the new Core Price Plan takes effect on the first day of your next wireless billing cycle, unless otherwise indicated by Rogers if the Core Price Plan needs to be customized in our billing system. For the purposes of clarity, no retroactive credit representing the difference between the previous pricing and the new pricing will be applied.

12. **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.

13. **Committed Number of Lines.** You have 90 days from the Service Effective Date (the "**Commitment Date**") to activate the Committed Number of Lines. If (A) the Committed Number of Lines is not met by the Commitment Date, or (B) the activated number of Corporately Paid Lines falls below the Committed Number of Lines (or any sub-commitment) at any time after the Commitment Date; then the pricing set forth in the Pricing Summary and RBSS may be subject to change at Rogers' sole discretion, which change may include the cancellation of any discount set forth in the Pricing Summary for both existing and future Lines.

14. **Termination Fee.** A termination fee applies if we provided an Economic Inducement and the Line is cancelled prior to the end of the Line Term. We use the following formula to calculate the applicable termination fee:

$$\text{Termination fee} = [\text{Economic Inducement} \times \text{number of months left in the Line Term}] \div \text{total number of months in the Line Term.}$$

In addition, each Line deactivation may be subject to a Deactivation Fee, as set out in your Agreement.

The termination fee is subject to applicable Taxes. The termination fee is sometimes referred to as an Economic Inducement Recovery Fee.

15. **Termination Fee Waiver.** Where an amount of termination fee waivers is set out in the Agreement, you may cancel such amount of Lines during the Service Term, (excluding porting activity) without paying the applicable termination fee or Deactivation Fee, provided that the number of active and eligible Lines at the time of such cancellation is equal to or greater than the Committed Number of Lines. Where the termination fee waivers are expressed as a percentage in the Pricing Summary, such percentage is based on the Committed Number of Lines for Voice Only and for Voice and Data combined, rounded down to the nearest whole number, and exclude any Committed Number of Lines for Data Only.

16. **Satisfaction Guarantee.** You may return Devices under our limited time satisfaction warranty, as described in RBSS.

17. **Intellectual Property Rights.** Rights in respect of trademarks, trade names, copyrights, patents and other intellectual property rights connected with the Devices do not pass to you or your End Users and remain at all times with the Device manufacturer.

18. **Devices.** All Devices purchased from Rogers are covered 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 you upon receipt at your premises. Title to any Device purchased outright from Rogers or subsidized via Rogers' device subsidy program shall pass to you upon receipt at your premises. Title to any Device purchased through a financing program will remain with Rogers and shall only pass to you following full payment for the Device. 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.

19. **Hardware Fees.** Where you purchase a Device from Rogers and activate the Device on an unsubsidized Core Price Plan, you will be charged the No Term Device Price then advertised at <http://enterprise.rogers.com/en/products-plans/phones-devices>, minus any promotional offers made by Rogers to you at the time of purchase. Where eligible, you may be able to finance the resulting Device balance through the Rogers Device Financing Program (see below for details). Where you purchase a Device from Rogers and activates the Device on a subsidized Core Price Plan, you will receive a subsidized discount associated with the applicable hardware subsidy tier. This fixed amount discount is subject to change by Rogers at any time, without notice to you.

20. **Rogers Device Financing Program.** Where eligible, you will have the option to finance a purchased Device through the Rogers Device Financing Program. This program allows you to finance the Device cost (the No Term Device Price minus any promotional offers, plus applicable taxes) over a Device Financing Term, making equal monthly payments to Rogers until the Device balance is paid in full. The costs of financing (e.g. interest rate, PPSA registration costs, the amount financed) may be added to the purchase cost and will also be amortized over the Device Financing Term, such costs to be quoted to you at the time of financing. Upon cancellation of the Line for any reason, including the migration of the Line to another customer, the remaining Device Financing Balance will become immediately payable.

21. **Early Device Upgrade.** If you wish to upgrade a Device prior to the end of the Line Term (but not during the one-month period following the activation of the Device), a one-time charge for the applicable Line applies for each month remaining in the Line Term, the Line Term will end and a new Line Term will start. We use the following formula to calculate such one-time charge:

$$\text{One-time charge} = [\text{Device Subsidy} \div \text{the number of months in the Line Term}] \times \text{the number of months remaining in the Line Term.}$$

For example: \$500.00 (Device Subsidy) divided by 24 (number of months in the Line Term) = \$20.83. This amount is then multiplied by 9 months (number of months remaining in the Line Term) = \$187.50.

In addition, each Line receiving a Device Upgrade may be subject to a Hardware Upgrade Fee, as set out in your Agreement.

The one-time charge is subject to applicable Taxes. Devices financed through the Rogers Device Financing Program are not eligible for an early hardware upgrade, so you would be required to cancel the Device financing and pay the full Device Financing Balance, prior to being eligible to purchase or finance a new Device associated with a particular Line.

22. Early Device Upgrade Waiver. Where an amount of early Device upgrade (“pre-HUP”) waivers is set out in the Pricing Summary, you may upgrade such amount of Devices each year (i.e. each year following the Service Effective Date) during the Service Term, without paying the Early Device Upgrade one-time charge set out in Section 15, provided that the Device associated with the Line in question has been active for a minimum of one (1) month, and provided that the number of active and eligible Lines at the time such early Device upgrade is requested is equal to or greater than the Committed Number of Lines. Where the pre-HUP waivers are expressed as a percentage in the Pricing Summary, such percentage is based on the Committed Number of Lines for Voice Only and for Voice and Data combined, rounded down to the nearest whole number, and exclude any Committed Number of Lines for Data Only.

23. Downgrade Fee. If you downgrade a Line to a Price Plan with a lower tier of Device Subsidy eligibility during the Line Term, we charge you a one-time Device downgrade fee. We use the following formula to calculate the one-time downgrade fee:

One-time downgrade fee = ([Device Subsidy applied at time of activation - Device Subsidy in the lower tier Device category at time of activation] ÷ the number of months in the Line Term) X the number of months remaining in the Line Term.

For example, if the Device Subsidy at time of activation was \$450 and the Device Subsidy at time of activation in the lower tier hardware category was \$300 then the difference between these two categories would be \$150. If the Customer was 18 months into their 24 month Line Term, then the downgrade fee would be calculated as follows: \$150 / 24 = \$6.25 per month x 6 Months remaining for a total of \$37.50. This amount of \$37.50 would reduce the total termination fee by the same amount.

24. Additional Features. Additional service details and additional plans and features that you may purchase from us are set out at rogers.com/business (or any successor URL), subject to certain eligibility requirements. Any discount that may be set out in the Pricing Summary does not apply to these additional plans and features.

25. Data Pooling. For all Rogers Global Business Wireless Plan Lines activated on Core Price Plans eligible for pooling, smartphone data is pooled across all Lines under a common billing account (BAN), giving the Customer access to draw data from the pool, subject to the terms and pricing set out in the Agreement.

26. 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. All usage is rounded up to the next highest increment (MB, minute, etc.). 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. You agree that, to the extent there is any dispute as to the amount of data, voice or SMS traffic transmitted to and from a Rogers SIM card in a particular period of time, then the amount of such transmission as calculated by Rogers’ systems and verified by the call detail records (CDRs) from such systems shall govern.

27. Identification Numbers. You or your End Users will not reproduce, change or tamper with or allow anyone else to tamper with an electronic serial number (ESN), mobile identification number (MIN), International Mobile Equipment Identity (IMEI) number, International Mobile Subscriber Identity (IMSI) number and/or the Subscriber Identity Module (SIM) number, as the case may be. In addition, a Rogers SIM may only be used in a Device that we have approved.

28. Rogers Facilities. We provide the Service using the Rogers Wireless Network. We may enlarge, reduce in scope or otherwise vary the Rogers Wireless Network footprint from time to time at our sole discretion.

We reserve the right in our sole discretion and without notice, from time to time, to make changes in any aspect of the Rogers Wireless Network. The Service is provided on an “as is, where is” basis and may be subject to transmission limitations caused by atmospheric or topographical conditions or equipment failures beyond our reasonable control.

29. **Limits on Our 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” or “your” also refers to, and includes, your End Users. In respect of the provision of emergency services on a mandatory basis, we are not liable for:

- libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over the Rogers Wireless Network from your property or premises or recorded by Customer Equipment or Rogers Equipment;
- damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by us;
- damages arising out of the transmission of material or messages over the Rogers Wireless Network on your behalf which is in any way unlawful;
- 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 our part results in physical injury, death or damage to your property or premises, our 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. However, our liability is not limited by this section in cases of deliberate fault, gross negligence or anti-competitive conduct on our part or in cases of breach of contract where the breach results from our gross negligence.

30. **Internet Access through the Service.** We do not warrant the performance, availability, uninterrupted use of or operation of the internet or your End Users’ connection to the internet. We do not warrant that any data or files sent by or to your End Users (whether by e-mail or otherwise) will be transmitted, transmitted in uncorrupted form, or transmitted within a reasonable period of time.

Definitions

- 1.1 **Billing Account Number (BAN)** – means a unique Rogers’ wireless account number.
- 1.2 **Committed Number of Lines** – means the number of Lines (including, as applicable, any sub-commitment for voice only, data only, and voice and data combined Lines) set out in the Agreement.
- 1.3 **Credit Recovery Period** – means the period of time over which Rogers may recover the amortized portion of any One-Time Activation Credit or One-Time Renewal Credit. The Credit Recovery Period is set out on the Agreement.
- 1.4 **Device** - means a wireless telephone or Smartphone, wireless messaging device, tablet, or other wireless devices that is authorized by Rogers for use on the Rogers Wireless Network.
- 1.5 **Device Financing Balance** – means the amount of the original Device cost (minus any promotional offers, plus applicable taxes) that remains owing to Rogers at any particular time.
- 1.6 **Device Financing Term** – means the period of time over which you agree to repay the Device cost (minus any promotional offers, plus applicable taxes).
- 1.7 **Device Subsidy** - means the difference between the No Term Device Price and the price you paid for such Device at the time of activation of the Line.
- 1.8 **Economic Inducement** – means the amount that is equal to the aggregate of all credits we may have granted to you with in connection with a Line (i.e. One-time Credits or other type of credit) together with the Device Subsidy for such Line.
- 1.9 **Line** – means the activation of a Device on a Price Plan for which you are financially and legally responsible. For the avoidance of doubt, a “Line” excludes any line activation made by an End User for which such End User is financially and legally responsible even if you reimburse such End User, or any line activation made by an End User for personal use as part of an employee purchase program.
- 1.10 **Line Term** – means the period of time that the Customer commits to maintain the selected core price plan on a certain Corporately Paid Line.
- 1.11 **Monthly Recurring Charge** – means the Price Plan monthly charge, which charge excludes any overage or charge for additional features or ad-ons.

- 1.12 No Term Device Charge – means the advertised price on <http://www.rogers.com/business> (or any successor URL) for a Device purchased on a “No Term” basis.
- 1.13 Pooled – means that the allocation of data is shared amongst the Customer’s eligible Lines on a common Billing Account Number.
- 1.14 Roam Like Home Destinations – means Afghanistan, Aland Islands, Alaska, Albania, Algeria, Anguilla, Antigua And Barbuda, Argentina, Armenia, Aruba, Australia, Austria, Azerbaijan, Azores, Bahamas, Bangladesh, Barbados, Belarus, Belgium, Belize, Bermuda, Bolivia, Bonaire, Bosnia-Herzegovina, Brazil, British Virgin Islands, Bulgaria, Burkina Faso, Cambodia, Cameroon, Canary Islands, Cayman Island, Central African Republic, Chile, China, Colombia, Congo (Democratic Republic of), Costa Rica, Croatia, Curacao, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, England, Estonia, Faroe Islands, Fiji, Finland, France, French Guiana, French Polynesia, Galapagos Islands, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guatemala, Guernsey, Guinea Bissau, Guyana, Haiti, Hawaii, Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Iraq, Ireland, Isle of Man, Israel, Italy, Ivory Coast, Jamaica, Japan, Jersey, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyz Republic, Latvia, Liberia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Madeira, Malaysia, Mali, Malta, Martinique, Mayotte, Mexico, Monaco, Mongolia, Montenegro, Montserrat, Morocco, Myanmar, Netherlands, New Zealand, Nicaragua, Niger, Nigeria, Northern Ireland, Norway, Oman, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Reunion, Romania, Russia, Saba, San Marino, Saudi Arabia, Scotland, Senegal, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sri Lanka, St Barts, St Eustatius, St Kitts And Nevis, St Lucia, St Maarten, St Martin, St Vincent And The Grenadines, Suriname, Sweden, Switzerland, Tahiti, Taiwan, Tajikistan, Thailand, Tonga, Trinidad And Tobago, Tunisia, Turkey, Turks And Caicos, U.S. Virgin Islands, Ukraine, United Arab Emirates, United States, Uruguay, Vanuatu, Vatican City, Venezuela, Vietnam, Wales, and Western Samoa. These Roam Like Home Destinations are subject to change by Rogers at any time without prior notice.
- 1.15 Rogers Wireless Network – means the Rogers-owned wireless transmission facilities.
- 1.16 SMS – means Short Message Service, or text messaging.
- 1.17 Zone 2 – means Andorra, Kosovo, Moldova, and St. Pierre & Miquelon. The countries included in Zone 2 are subject to change by Rogers at any time without prior notice.
- 1.18 Zone 3 – means Bahrain, Bhutan, Brunei Darussalam, Cook Islands, East Timor, Falkland Islands, Guam, Laos, Maldives, Nauru, Nepal, New Caledonia, Palestine, Turkmenistan, and Uzbekistan. The countries included in Zone 3 are subject to change by Rogers at any time without prior notice.
- 1.19 Zone 4 – means Angola, Burundi, Cape Verde, Chad, Comoros, Djibouti, Ethiopia, Gabon, Gambia, Guinea, Lesotho, Libya, Madagascar, Malawi, Mauritania, Mozambique, Namibia, Seychelles, Sierra Leone, Somalia, South Sudan, Sudan, Tanzania, Togo, Zambia, Zanzibar, and Zimbabwe. The countries included in Zone 4 are subject to change by Rogers at any time without prior notice.

Shared Unlimited Data Plan

The following terms pertain specifically to the Shared Unlimited Data Plan supplied by Rogers to you, the customer named on the Rogers for Business Agreement. Rogers' wireless services, including the wireless services provided with the Shared Unlimited Data Plan, are provided over a coast-to-coast Rogers-owned network based on 4G HSPA+, LTE, LTE-Advanced, and multi-path digital fibre network technologies.

The Core Price Plans(s) of Shared Unlimited Data Plans selected by you are set out in your Rogers for Business Agreement, along with any applicable non-standard inclusions, discounts, etc.

The Shared Unlimited Data Plan is provided in conjunction with certain roaming offers. These roaming offers are described in your Rogers for Business Agreement.

- 1.1. **Extended Coverage.** Extended Coverage is meant to provide additional wireless coverage within Canada, outside of the Rogers Wireless Network, without incurring roaming charges. Extended Coverage is intended for occasional use; the majority of your end-user's monthly usage (voice, data and SMS) must occur on the Rogers Wireless Network. If the majority of your end-user's monthly usage occurs within Extended Coverage areas, Rogers may restrict or limit your end-user's access to Extended Coverage on an ongoing basis. Further, where Rogers identifies that your usage while utilizing Extended Coverage is excessive, Rogers reserves the right to charge you a reasonable fee for such excessive usage, or, alternatively, to block such end-user from utilizing Extended Coverage going forward.

Your Rogers Device will always connect to the Rogers Wireless Network if it is available. Once your end-user has left the Rogers Wireless Network and has entered an Extended Coverage area, the end-user's Device will automatically connect to Extended Coverage. If your end-user is on a call when they enter an Extended Coverage area, the call will drop. Once EXT appears on the end-user's Device screen, they can call back to complete their call. A few enhanced features may not be available while in an Extended Coverage area, including:

- Call Display / Name Display
- 4-1-1 Directory Assistance Call Completion
- Pound numbers (#) and short codes
- N-1-1 codes:
- 2-1-1 Community Information
- 3-1-1 Non-Emergency Municipal Government
- 5-1-1 Weather & Traveler Information
- 7-1-1 Access to Message Relay Service (MRS) by the deaf
- 8-1-1 Non-urgent Health Teletriage Services

Please note that Rogers and its roaming partners may, without notice, change geographical coverage areas. Rogers is not liable to you for any loss suffered as a result of any disruptions or outages to Extended Coverage, or as a result of any changes to Extended Coverage areas.

- 1.2. **Wi-Fi Calling.** Wi-Fi Calling enables your end-user to use a compatible Rogers Device to make and receive phone calls, and send and receive messages, over a Wi-Fi Network. This means your end-user would still be able to call and text even in areas where the Rogers Wireless Network coverage is limited, such as office buildings, factories and plants, as long as the device is configured to use a Wi-Fi connection. The end-user needs to enable Wi-Fi Calling on their compatible Rogers Device, accepting the Terms & Conditions and registering an emergency 9-1-1 address for emergency calls. There is no additional fee to use this feature and, in most cases, when Wi-Fi Calling is enabled and the end-user has access to both Wi-Fi Calling and a mobile network, the device will automatically default to use Wi-Fi Calling. This applies both when the end-user is within Canada and when roaming outside of Canada. A list of eligible devices and more details about this feature are available at www.rogers.com/wificalling.

If your end-user uses Wi-Fi Calling while outside of Canada, the following will be deducted from the wireless plan without incurring any long distance or roaming charges:

- i) Incoming calls and text messages received from anywhere in the world.
- ii) Outgoing calls and text messages made or sent to a Canadian number.

Roaming and/or long distance charges will vary depending on the roaming option you have on the account. If you have Roam Like Home, outgoing Wi-Fi Calling calls or text messages made to a non-Canadian number will trigger the Roam Like Home daily charge. If the end-user has already incurred this charge, then all outgoing Wi-Fi Calling calls, and text messages made or sent during the period for which the charge was incurred will be covered under the initial Roam Like Home charge. If you have Flex Roaming, all outgoing Wi-Fi Calling calls and text messages to a non-Canadian number will be deducted from the tiers according to the country Zone. If the end-user exceeds the limit on a specific tier, overage rates outlined in the agreement will apply.

IMPORTANT: WI-FI CALLING HAS DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICES. PLEASE REVIEW ALL LIMITATIONS ON YOUR DEVICE WHEN YOU ENABLE THE FEATURE PRIOR TO ACTIVATION. IF YOU DO NOT AGREE, DO NOT ENABLE THE FEATURE. To learn more, please visit www.rogers.com/911.

- 1.3. **IMPORTANT INFORMATION ABOUT THE DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICES. PLEASE REVIEW ALL LIMITATIONS ON YOUR DEVICE WHEN YOU ENABLE THE FEATURE PRIOR TO ACTIVATION. IF YOU DO NOT AGREE, DO NOT ENABLE THE FEATURE. To learn more, please visit www.rogers.com/911.**

By using Wi-Fi Calling, you acknowledge and agree to the information in this section regarding the limitations of using Wi-Fi Calling for dialing 9-1-1. If you are not comfortable with these limitations, Rogers recommends not using Wi-Fi Calling, or consider an alternate means for accessing traditional 9-1-1 emergency services. Rogers recommends that the user keep an alternative phone service handy to increase the reliability of access to emergency services during any service interruption. **Note:** Wi-Fi Calling cannot support emergency calls made outside of Canada or the United States. The user of Wi-Fi Calling must ensure they are connected to a mobile network when attempting to make an emergency call outside of Canada or the United States to be routed to the nearest emergency services. You agree to inform all your employees or users who activate Wi-Fi Calling on the device of the following limitations and requirements.

- 1.3.1. **9-1-1 Emergency Address.** When Wi-Fi Calling is first activated, the user will be asked to provide the full address for their most likely location (your “9-1-1 Emergency Address”). Each user may only register one (1) 9-1-1 Emergency Address and it must be a location in Canada or the United States. If a U.S address is entered, it must not be used for more than six (6) months of any given calendar year. If your user(s) fail to comply with this requirement or Rogers suspects you or your users have provided false, inaccurate or incomplete location information, Rogers has the right to restrict your user(s) current and/or future ability to access Wi-Fi Calling. Rogers will not, however, disable the ability to place a 9-1-1 call during any such restriction.
- 1.3.2. **Placing 9-1-1 Calls.** If your user dials 9-1-1 from a traditional wireless Device, the call will attempt to route over the mobile network, to the proper Public Safety Answering Point (“PSAP”) based on the location the call is placed from. If your user dials 9-1-1 while using Wi-Fi Calling, the call will try to route over the cellular network if such network is available to complete the call as a Wireless E9-1-1 call, providing a more enhanced 9-1-1 service. When the cellular network is unavailable, the call routes to a specialized emergency call centre that will transfer the call to the correct PSAP by using the 9-1-1 Emergency Address specified by your user or based on the location your user has provided to the 9-1-1 operator. Your user must immediately inform the 9-1-1 operator of their location (or the location of the emergency, if different) if they are able to do so. It is important that your user does not hang up unless directly told to do so, and if disconnected, immediately dials 9-1-1 again. Your user should also be prepared to provide their call-back number to the 9-1-1 operator. If your user dials 9-1-1 and the connection is lost, the call to 9-1-1 will drop and the specialized emergency call centre and/or PSAP may not have any method of re-connecting with the caller. If this occurs, your user must dial 9-1-1 again. If your user disables the cellular radio on their mobile device, they may be prompted to enable the cellular signal to complete the 9-1-1 call. The option to enable the cellular radio to complete a 9-1-1 call as a wireless E9-1-1 call should always be selected.
- 1.3.3. **Accuracy of 9-1-1 Information.** You agree and must ensure that your users agree to provide true, accurate, current and complete 9-1-1 Emergency Address and other information to Rogers and is responsible for maintaining and updating the 9-1-1 Emergency Address associated with their Device. If your user does not update their 9-1-1 Emergency Address and does not correctly identify the location of the

emergency, 9-1-1 calls made using Wi-Fi Calling, will be routed based on the previously provided 9-1-1 Emergency Address and therefore may be routed to the incorrect PSAP for the emergency location. If your user is unable to speak, the dispatcher may not be able to locate the caller if your user has failed to update their 9-1-1 Emergency Address. Your user(s) may update their 9-1-1 Emergency Address in the settings section of their Device. During certain periods, updates to the 9-1-1 Emergency Address may not be reflected instantly (e.g., during IT maintenance periods). When your user registers or updates their 9-1-1 Emergency Address, it will be validated for accuracy through a Canada Post and PSAP validation service. If the validation service is not able to recognize the proposed 9-1-1 Emergency Address your user provided, your user will be provided with a recommendation for correction of the 9-1-1 Emergency Address. If your user chooses to override the recommendation, their 9-1-1 Emergency Address may not be properly validated and updated. Therefore, in the event of an emergency, it is important that your user immediately inform the 9-1-1 operator of the location they are calling from (or the location of the emergency, if different). It is strongly encouraged that each of your users always have an alternate means of accessing 9-1-1.

- 1.3.4. **Connection Time and Technical Difficulties.** For technical reasons, a 9-1-1 call may produce a busy signal or take longer to answer as compared to traditional 9-1-1 calls. 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 Wi-Fi Calling 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 the Agreement.
- 1.3.5. **Features Not Available for 9-1-1 Wi-Fi Calling.** The following features will not be available for 9-1-1 Wi-Fi Calling: Call Transfer (your user 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 (your user cannot forward calls to 9- 1-1). In addition, your user will not be able to put a 9-1-1 call on hold. T9-1-1 Service is not available for 9-1-1 Wi-Fi Calling (your user cannot communicate with 9-1-1 operators via text message for deaf, hard of hearing or speech impaired users).
- 1.3.6. **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 Wi-Fi Calling, 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.
- 1.4. **Rogers Business Self-Serve.** Rogers Business Self-Serve (RBSS) is a secure and integrated online billing, payment, and reporting system based upon a J2EE/Oracle platform. It includes monthly billing information for your wireless services provided by Rogers, as well as permitting you to automatically generate reports on a wide-range of wireless services (voice, data, SMS) provided by Rogers.

RBSS is a versatile web-based online billing and reporting tool that is available at no charge to you when the Shared Unlimited Data Plans are purchased. RBSS offers you features including the ability to view or download invoices, make a payment, manage users and create groups, grant access to RBSS based on a group profile, create and download reports or cancel paper bills.

- 1.5. **Split Billing:** Split Billing may be provided for an additional monthly fee, as set out in the Agreement, under the following conditions: (i) You must direct Rogers on the split ratio of monthly service fee, specifying what amount is to be charged to you and what amount is to be charged to the applicable department(s) and/or End User(s); (ii) You must provide the contact details (name, telephone number, address, etc.) for the departments and/or End Users who will be paying for their portion of the split bill; (iii) Rogers receives a valid credit card for the End Users' portion of the split bill, as applicable, for payment of the End Users' portion of the monthly service fee on the applicable Line and any incidental usage-based charges; (iv) You agree that you are ultimately responsible for all charges on the account and that any charges that are split with a Department or End User that are not paid by their due date will be transferred up to your account; (v) split billing only takes effect the next billing cycle following activation; (vi) any Line that has had charges

transferred to you due to non-payment more than one time will be lose their split billing privileges and 100% of all subsequent charges will be on your account.

2. **Terms and Conditions.**

- 2.1. **Pricing Eligibility.** Where you are migrating to the Shared Unlimited Data Plans from another Rogers' wireless price plan, the Shared Unlimited Data Plans pricing will take effect on the first day of your next wireless billing cycle, unless otherwise indicated by Rogers, and any previously existing price plans of yours will be deleted and replaced in their entirety by the price plans of the Shared Unlimited Data Plans. Where the Shared Unlimited Data Plans pricing set out on the Agreement includes pricing elements that must be customized on Rogers' billing system prior to your Lines being able to migrate or activate on such customized pricing, the Service Effective Date for the Shared Unlimited Data Plans shall be the date on which Rogers notifies you that such customized pricing is available. Unless otherwise set out in the Agreement, you will not be eligible for any retroactive credit representing the difference between your previous pricing for their wireless services and the new Shared Unlimited Data Plans pricing. The Shared Unlimited Data Plans price plans must be created on a separate Billing Account Number from any wireless price plans that are Pooled.
- 2.2. **Committed Number of Lines.** You have ninety (90) days from the date the pricing set out above is available to be loaded on your Lines (the "**Commitment Date**") to activate the Committed Number of Lines, as set out in the your Agreement. If (A) the Committed Number of Lines is not met by the Commitment Date, or (B) the activated number of Lines falls below the Committed Number of Lines (or any sub-commitment) at any time after the Commitment Date; then the pricing set forth above and in the Agreement shall be subject to change at Rogers' sole discretion.
- 2.3. **Discount Eligibility.** Where your pricing for Shared Unlimited Data Plans Services has been discounted, as reflected in the Agreement, such discounting is subject to you attaining the Committed Number of Lines (as set out in the Agreement) by the Commitment Date and maintaining the Committed Number Lines for the duration of the Service Term for Shared Unlimited Data Plans Services. In the event you do not attain or maintain the Committed Number of Lines, Rogers reserves the right to remove any such discounting on your existing Lines and on any Lines subsequently activated by you.
- 2.4. **Ordering the Services.** Services may from time to time be ordered by you for use by any one or more officers or full time employees of yours (each an "**Employee**"), as applicable, by requesting to activate a Line. The activation of each new SIM card may be subject to a Set-up Service Fee, as set out in the Agreement. You acknowledge and agree that you shall be liable for all amounts owing to Rogers for Lines. To order Lines, you shall have the applicable authorized person, as set forth on your Rogers account details, submit to Rogers an activation request containing the information required by Rogers.
- 2.5. **Economic Inducement Recovery Fee.** An Economic Inducement Recovery Fee ("**EIRF**") applies if Rogers provided an Economic Inducement when the Line Term was agreed to, and if the Line is terminated prior to the end of the Line Term. The EIRF is equal to the amount of the Economic Inducement multiplied by the number of months remaining in the Line Term at the time of termination divided by the total number of months of the Line Term (plus applicable taxes).

In other words, $EIRF = \text{amount of Economic Inducement} \times \# \text{ months left in the Line Term} \div \text{total} \# \text{ months in the Line Term} + \text{applicable taxes}$.

The amount of the Economic Inducement is equal to the aggregated total of all credits provided (activation, conversion, renewal, or otherwise) and the Device Savings Recovery Fee (the "**DSRF**"), which is equal to the No Term Device Charge, less the amount you paid for the Device at the time of activation.

In addition, each Line deactivation may be subject to a Deactivation Fee, as set out in the Agreement.

The parties acknowledge and agree that the Economic Inducement Recovery Fees are payable by you when a Line is terminated prior to the end of the agreed upon Line Term as a genuine pre-estimate of liquidated damages and not as a penalty.

- 2.6. **EIRF Waiver.** Where an amount of EIRF waivers is set out in the Agreement, you may deactivate such amount of Lines during the timeframe specified in the Agreement, (excluding porting activity) without paying the EIRF or Deactivation Fee, provided that the number of active and eligible Lines at the time such deactivation is requested by you are equal to or greater than the Committed Number of Lines.
- 2.7. **Devices.** All Devices purchased from Rogers are covered 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 you upon receipt at your premises. Title to any Device purchased outright from Rogers or subsidized via Rogers' device subsidy program shall pass to you upon receipt at your premises. Title to any Device purchased through a financing program will remain with Rogers and shall only pass to you following full payment for the Device. 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.
- 2.8. **Hardware Fees.** Where you purchase a Device from Rogers and activates the Device on an unsubsidized Core Price Plan, you will be charged the No Term Device Price then advertised at <http://enterprise.rogers.com/en/products-plans/phones-devices>, minus any promotional offers made by Rogers to you at the time of purchase. Where eligible, you may be able to finance the resulting Device balance through the Rogers Device Financing Program (see below for details). Where you purchase a Device from Rogers and activates the Device on a subsidized Core Price Plan, you will receive a subsidized discount associated with the applicable hardware subsidy tier. Unless otherwise set out in the Agreement, this fixed amount discount is subject to change by Rogers at any time, without notice to you. Unsubsidized (BYOD) Core Price Plans do not automatically apply to a Line with a Subsidized Device that has reached the end of its Line Term.
- 2.9. **Rogers Device Financing Program.** Where eligible, you will have the option to finance a purchased Device through the Rogers Device Financing Program. This program allows you to finance the Device cost (the No Term Device Price minus any promotional offers, plus applicable taxes) over a Device Financing Term, making equal monthly payments to Rogers until the Device balance is paid in full. The costs of financing (e.g. interest rate, PPSA registration costs, the amount financed) may be added to the purchase cost and will also be amortized over the Device Financing Term, such costs to be quoted to you at the time of financing. Upon cancellation of the Line for any reason, including the migration of the Line to another customer, the remaining Device Financing Balance will become immediately payable.
- 2.10. **Early Hardware Upgrade.** Unless otherwise stated in the Agreement, if a Line on a subsidized Core Price Plan chooses to upgrade its hardware Device prior to fulfilling its Line Term (but not before one month after the Device's activation), then a one-time charge for the applicable Line will apply for each month remaining in the applicable Line Term. This one-time charge is the amount of the DSRF remaining for the applicable Line Term, which will be calculated as follows: the DSRF divided by the number of months in the applicable Line Term, multiplied by the number of months remaining within the applicable Line Term. For example: \$500.00 (DSRF) divided by 24 (number of months in the Line Term) = \$20.83. This amount is then multiplied by 9 months (length of time remaining in the Line Term) = \$187.50. Devices financed through the Rogers Device Financing Program are not eligible for an early hardware upgrade, so you would be required to cancel the Device financing and pay the full Device Financing Balance, prior to being eligible to purchase or finance a new Device associated with a particular Line. In addition, each Line receiving a Hardware Upgrade may be subject to a Hardware Upgrade Fee, as set out in the Agreement.
- 2.11. **Early Hardware Upgrade Waiver.** Where an amount of early hardware upgrade (pre-HUP) waivers is set out in the Agreement, you may upgrade such amount of Lines during the timeframe specified in the Agreement, without paying the Early Hardware Upgrade amount set out above, provided that the Device associated with the Line in question has been active for a minimum of one (1) month, and provided that the number of active and eligible Lines at the time such early hardware upgrade waiver is requested by you are equal to or greater than the Committed Number of Lines.
- 2.12. **Downgrade Fee.** If you choose to downgrade a Line to a core price plan with a lower tier of hardware subsidy eligibility during the Line Term, then you will be charged a one-time hardware downgrade fee. The downgrade fee is based on the difference between the DSRF at time of activation and the DSRF in the lower tier hardware category at the time the Device was activated. This downgrade fee will ultimately reduce the EIRF owed to Rogers.

For example, if the DSRF received by you at time of activation was \$450 and the DSRF at time of activation in the lower tier hardware category would have been \$300 then the difference between these two categories would be \$150. If you 18 months into your 24 month Line Term, then the downgrade fee would be calculated as follows: $\$150 / 24 = \6.25 per month x 6 Months remaining for a total of \$37.50. This \$37.50 would reduce the total EIRF by the same amount.

- 2.13. **One-Time Activation Credit.** The One-Time Activation Credit will be applied on net new activations of eligible Lines that occur within three (3) months of the Service Effective Date of the Shared Unlimited Data Plans Services, or such other Expiry Date as may be set out on the Agreement.

In the event that you terminate or suspend Services on a Line for which a One-Time Activation Credit was granted prior to the end of the Credit Recovery Period, Rogers reserves the right to recover a pro-rated portion of the One-Time Activation Credit, as part of any EIRF to which Rogers is entitled. The pro-rated amount will be calculated by dividing the One-Time Activation Credit amount by the number of months in the Credit Recovery Period, and then multiplying that amount by the number of months remaining in the Credit Recovery Period for the applicable Line at the time of termination/suspension.

One-Time Activation Credits cannot be applied to Corporately Reimbursed Lines, Individually Paid Lines or to Data Only Lines, unless otherwise set out in the Agreement. The amount of the One-Time Activation Credit quoted in the Agreement is after applicable taxes.

- 2.14. **One-Time Renewal Credit.** The One-Time Renewal Credit will be applied on renewals of eligible Lines that occur within twelve (12) months of the Effective Date of the Shared Unlimited Data Plans Services, or such other Expiry Date as may be set out on the Agreement.

Lines are eligible for the One-Time Renewal Credit only if they have not received an activation, renewal or retention credit within the previous eighteen (18) months.

In the event that you terminate or suspend Services on a Line for which a One-Time Renewal Credit was granted prior to the end of the Credit Recovery Period, Rogers reserves the right to recover a pro-rated portion of the One-Time Renewal Credit, as part of any EIRF to which Rogers is entitled. The pro-rated amount will be calculated by dividing the One-Time Renewal Credit amount by the number of months in the Credit Recovery Period, and then multiplying that amount by the number of months remaining in the Credit Recovery Period for the applicable Line at the time of termination/suspension.

One-Time Renewal Credits cannot be applied to Corporately Reimbursed Lines, Individually Paid Lines, or to Data Only Lines, unless otherwise set out in the Agreement. The amount of the One-Time Renewal Credit quoted in the Agreement is after applicable taxes.

- 2.15. **Roaming.** The Shared Unlimited Data Plans (excepting the 7GB Canada-US Voice & Data Plan) include Roam Like Home Destinations by default. You do not have the option to block voice or data roaming on the Shared Unlimited Data Plans. In destinations other than Roam Like Home Destinations, Individual Flex Roaming options can be purchased by you for use. There is no cap on the number of days in a month that a Line may be charged for the Roam Like Home Destinations daily charge. When roaming outside of the Rogers Wireless Network, certain network services may not be available, such as: Call Forwarding, Call Waiting, Call Display / Name Display, accidental roaming, etc. When roaming outside of the Rogers Wireless Network, you shall be responsible for all applicable charges and shall be subject to the terms and conditions of service imposed by the wireless service provider providing such roaming services in the area where roaming occurs (including limitations on liability).

- 2.16. **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. All usage is rounded up to the next highest increment (MB, minute, etc.). You agree that, to the extent there is any dispute as to the amount of data transmitted to and from a Rogers SIM card 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.

- 2.17. **Data Pooling.** For all Lines activated on Shared Pricing plan(s) eligible for pooling, smartphone data is pooled, giving you access to draw data from the pool for a monthly fee, plus applicable overage charges.

- 2.18. **Long Distance Rounding.** Long Distance will be charged in increments of sixty (60) seconds, rounded up to the nearest minute on a per call basis.
- 2.19. **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.
- 2.20. **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.

- 2.21. **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 you and your 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' network from your property or premises or recorded by your Equipment or Rogers Equipment;
 - ii) damages arising out of your 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 your 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 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 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.

- 2.22. **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.

3. **Definitions.** The following definitions are used in this these terms. Any capitalized terms not defined below are defined in the Agreement.
- 3.1. **"Billing Account Number (BAN)"** — means a unique Rogers' wireless account number.
 - 3.2. **"Call Display / Name Display"** — means the visual display of the incoming call's telephone number and incoming caller's name, where supported by the Device. Not all incoming telephone numbers or caller's name can be identified.
 - 3.3. **"Call Forwarding"** — means a feature that allows calls made to your wireless number to be forwarded to another specified number.
 - 3.4. **"Call Waiting"** — means a feature whereby a person making a wireless telephone call is notified of an incoming call and is able to place the first call on hold while answering the second.
 - 3.5. **"Canadian"** — means wireless voice, data or SMS/MMS traffic both originating and terminating within Canada.
 - 3.6. **"Committed Number of Lines"** — means the number of Lines (including, as applicable, any sub-commitment for voice only, data only, and voice and data combined Lines) set out in the Agreement for the Shared Unlimited Data Plans Services.
 - 3.7. **"Conference Calling"** — means a feature where a person making a wireless telephone call can add additional callers to the original two-way call.
 - 3.8. **"Credit Recovery Period"** — means the period of time over which Rogers may recover the amortized portion of a One-Time Activation Credit or One-Time Renewal Credit. The Credit Recovery Period is set out on the Agreement.
 - 3.9. **"Device"** — means a wireless telephone or Smartphone, wireless messaging device, tablet, or other wireless devices that is authorized by Rogers for use on the Rogers Wireless Network.
 - 3.10. **"Device Financing Balance"** — means the amount of the original Device cost (minus any promotional offers, plus applicable taxes) that remains owing to Rogers at any particular time.
 - 3.11. **"Device Financing Term"** — means the period of time over which you agree to repay the Device cost (minus any promotional offers, plus applicable taxes).
 - 3.12. **"Enhanced Voicemail"** — means each enrolled Line has up to thirty-five (35) five-minute messages that can be saved for up to ten (10) days, as well as other advanced functions such as Call Return, Group List Distribution and Skip Password.
 - 3.13. **"Expiry Date"** — means the date on which your eligibility for One-Time Activation Credits, One-Time Renewal Credits, or any other promotional offer made by Rogers to you, expires.
 - 3.14. **"International"** — means wireless voice, data or SMS/MMS traffic terminating to a country other than Canada or the United States.

- 3.15. “Line(s)” — means a Device activated on a Rogers’ wireless price plan for which you are financially and legally responsible
- 3.16. “Line Term” — means the period of time that you commit to maintain the selected core price plan on a certain Line. The Line Term is determined by the Device subsidy selected by you. Following the end of the Line Term for each Line, the Line Term shall continue on a month to month basis at the then-current pricing in effect for such Line, until terminated by either Rogers or you. During any such month to month renewal of the Line Term, Rogers reserves the right to adjust the pricing for the applicable Line.
- 3.17. “MBB” — means Mobile Broadband, a data only connection for a tablet, a laptop with an imbedded wireless card or USB stick, and/or a rocket hub.
- 3.18. “MMS” — means Multimedia Messaging Service, or text messaging with enhanced features such as images, audio and video files within certain size limits.
- 3.19. “North American” — means wireless voice, data or SMS/MMS traffic terminating to Canada and the United States.
- 3.20. “No Term Device Charge” — means the advertised Device price described on Rogers.com, for a Device purchased on a monthly Line Term.
- 3.21. “Pooled” — means that the allocation of data is shared amongst your eligible Lines on a common Billing Account Number.
- 3.22. “Roam Like Home Destinations” — means Afghanistan, Aland Islands, Alaska, Albania, Algeria, Anguilla, Antigua And Barbuda, Argentina, Armenia, Aruba, Australia, Austria, Azerbaijan, Azores, Bahamas, Bangladesh, Barbados, Belarus, Belgium, Belize, Benin, Bermuda, Bolivia, Bonaire, Bosnia-Herzegovina, Botswana, Brazil, British Virgin Islands, Bulgaria, Burkina Faso, Cambodia, Cameroon, Canary Islands, Cayman Island, Central African Republic, Chile, China, Colombia, Congo (Democratic Republic of), Costa Rica, Crimea, Croatia, Cuba, Curacao, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, England, Estonia, Faroe Islands, Fiji, Finland, France, French Guiana, French Polynesia, Galapagos Islands, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guatemala, Guernsey, Guinea Bissau, Guyana, Haiti, Hawaii, Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Iraq, Ireland, Isle of Man, Israel, Italy, Ivory Coast, Jamaica, Japan, Jersey, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyz Republic, Latvia, Liberia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Madeira, Malaysia, Mali, Malta, Martinique, Mauritius, Mayotte, Mexico, Monaco, Mongolia, Montenegro, Montserrat, Morocco, Myanmar, Netherlands, New Zealand, Nicaragua, Niger, Nigeria, Northern Ireland, Norway, Oman, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Reunion, Romania, Russia, Rwanda, Saba, San Marino, Saudi Arabia, Scotland, Senegal, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sri Lanka, St Barts, St Eustatius, St Kitts And Nevis, St Lucia, St Maarten, St Martin, St Vincent And The Grenadines, Suriname, Swaziland, Sweden, Switzerland, Tahiti, Taiwan, Tajikistan, Thailand, Tonga, Trinidad And Tobago, Tunisia, Turkey, Turks And Caicos, U.S. Virgin Islands, Uganda, Ukraine, United Arab Emirates, United States, Uruguay, Vanuatu, Vatican City, Venezuela, Vietnam, Wales, West Bank, Western Samoa, and Yemen. These Roam Like Home Destinations are subject to change by Rogers at any time without prior notice.
- 3.23. “Rogers Wireless Network” — means the Rogers-owned wireless transmission facilities.
- 3.24. “SIM card” — means the Rogers SIM (Subscriber Identity Module) card that allows you to connect a Rogers’ Device to the Rogers Wireless Network.
- 3.25. “SMS” — means Short Message Service, or text messaging.
- 3.26. “Telephone Number Change Fee” — means a one-time fee charged when requesting to change a telephone number to cover administrative costs related to the telephone number change
- 3.27. “Transfer of Responsibility Fee” — means a one-time fee charged when ownership of an existing telephone number is changed. This happens when a telephone number is transferred between two different customer accounts. The fee is charged to the account that initiated the request, and is applied for each telephone number transferred to cover administrative costs related to the transfer.
- 3.28. “United States” — means wireless voice, data or SMS/MMS traffic terminating (in the case of long distance) or originating and terminating (in the case of roaming) within the United States.

- 3.29. “Visual Voicemail” — means your users can manage their iPhone voicemail messages by reviewing them in a list on their Device and can listen to those voicemail messages in any order without having to dial a voicemail number. This service is also available for compatible Android and Blackberry devices.
- 3.30. “Voicemail to Text” — means a feature where you can get a text version of the voicemail messages in addition to the audio file. This feature requires that your voicemails be processed outside of Canada by a third party provider to Rogers. This feature is not compatible with iPhone Visual Voicemail. Device must support MMS messaging. This voicemail service uses data, but you do not require a data plan to use the service. There are no charges when you are using Voicemail-to-Text in Canada. However, Data roaming charges will incur when roaming outside of Canada.
- 3.31. “Zone 2” — means Andorra, Kosovo, Moldova, and St. Pierre & Miquelon. The countries included in Zone 2 are subject to change by Rogers at any time without prior notice.
- 3.32. “Zone 3” — means, Bahrain, Bhutan, Brunei Darussalam, Cook Islands, East Timor, Falkland Islands, Guam, Laos, Maldives, Nauru, Nepal, New Caledonia, Palestine, Turkmenistan, Uzbekistan, and Yemen. The countries included in Zone 3 are subject to change by Rogers at any time without prior notice.
- 3.33. “Zone 4” — means Angola, Benin, Botswana, Burundi, Cape Verde, Chad, Comoros, Djibouti, Ethiopia, Gabon, Gambia, Guinea, Lesotho, Libya, Madagascar, Malawi, Mauritania, Mauritius, Mozambique, Namibia, Rwanda, Seychelles, Sierra Leone, Somalia, South Sudan, Sudan, Swaziland, Tanzania, Togo, Uganda, Western Sahara, Zambia, Zanzibar, and Zimbabwe. The countries included in Zone 4 are subject to change by Rogers at any time without prior notice.

Mobile Internet Plan

The following terms pertain specifically to the Mobile Internet Service plan supplied by Rogers to the you.

Under these terms, the following Mobile Internet plans will be available to you. Additional options and features may also be added.

- 1.1. **Extended Coverage.** Extended Coverage is meant to provide additional wireless coverage within Canada, outside of the Rogers Wireless Network, without incurring roaming charges. Extended Coverage is intended for occasional use; the majority of your end-user's monthly usage (voice, data and SMS) must occur on the Rogers Wireless Network. If the majority of your end-user's monthly usage occurs within Extended Coverage areas, Rogers may restrict or limit your end-user's access to Extended Coverage on an ongoing basis. Further, where Rogers identifies that your usage while utilizing Extended Coverage is excessive, Rogers reserves the right to charge you a reasonable fee for such excessive usage, or, alternatively, to block such end-user from utilizing Extended Coverage going forward.

Your Rogers Device will always connect to the Rogers Wireless Network if it is available. Once your end-user has left the Rogers Wireless Network and has entered an Extended Coverage area, the end-user's Device will automatically connect to Extended Coverage. If your end-user is on a call when they enter an Extended Coverage area, the call will drop. Once EXT appears on the end-user's Device screen, they can call back to complete their call. A few enhanced features may not be available while in an Extended Coverage area, including:

- i) Call Display / Name Display
- ii) 4-1-1 Directory Assistance Call Completion
- iii) Pound numbers (#) and short codes
- iv) N-1-1 codes:
- v) 2-1-1 Community Information
- vi) 3-1-1 Non-Emergency Municipal Government
- vii) 5-1-1 Weather & Traveler Information
- viii) 7-1-1 Access to Message Relay Service (MRS) by the deaf
- ix) 8-1-1 Non-urgent Health Triage Services

Please note that Rogers and its roaming partners may, without notice, change geographical coverage areas. Rogers is not liable to you for any loss suffered as a result of any disruptions or outages to Extended Coverage, or as a result of any changes to Extended Coverage areas.

- 1.2. **Wi-Fi Calling.** Wi-Fi Calling enables your end-user to use a compatible Rogers Device to make and receive phone calls, and send and receive messages, over a Wi-Fi Network. This means your end-user would still be able to call and text even in areas where the Rogers Wireless Network coverage is limited, such as office buildings, factories and plants, as long as the device is configured to use a Wi-Fi connection. The end-user needs to enable Wi-Fi Calling on their compatible Rogers Device, accepting the Terms & Conditions and registering an emergency 9-1-1 address for emergency calls. There is no additional fee to use this feature and, in most cases, when Wi-Fi Calling is enabled and the end-user has access to both Wi-Fi Calling and a mobile network, the device will automatically default to use Wi-Fi Calling. This applies both when the end-user is within Canada and when roaming outside of Canada. A list of eligible devices and more details about this feature are available at www.rogers.com/wificalling.

If your end-user uses Wi-Fi Calling while outside of Canada, the following will be deducted from the wireless plan without incurring any long distance or roaming charges:

- iii) Incoming calls and text messages received from anywhere in the world.
- iv) Outgoing calls and text messages made or sent to a Canadian number.

Roaming and/or long distance charges will vary depending on the roaming option you have on the account. If you have Roam Like Home, outgoing Wi-Fi Calling calls or text messages made to a non-Canadian number will trigger the Roam Like Home daily charge. If the end-user has already incurred this charge, then all outgoing Wi-Fi Calling calls, and text messages made or sent during the period for which the

charge was incurred will be covered under the initial Roam Like Home charge. If you have Flex Roaming, all outgoing Wi-Fi Calling calls and text messages to a non-Canadian number will be deducted from the tiers according to the country Zone. If the end-user exceeds the limit on a specific tier, overage rates outlined in the agreement will apply.

IMPORTANT: WI-FI CALLING HAS DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICES. PLEASE REVIEW ALL LIMITATIONS ON YOUR DEVICE WHEN YOU ENABLE THE FEATURE PRIOR TO ACTIVATION. IF YOU DO NOT AGREE, DO NOT ENABLE THE FEATURE. To learn more, please visit www.rogers.com/911.

- 1.3. **IMPORTANT INFORMATION ABOUT THE DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1**
IMPORTANT: WI-FI CALLING HAS DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICES. PLEASE REVIEW ALL LIMITATIONS ON YOUR DEVICE WHEN YOU ENABLE THE FEATURE PRIOR TO ACTIVATION. IF YOU DO NOT AGREE, DO NOT ENABLE THE FEATURE. To learn more, please visit www.rogers.com/911.

By using Wi-Fi Calling, you acknowledge and agree to the information in this section regarding the limitations of using Wi-Fi Calling for dialing 9-1-1. If you are not comfortable with these limitations, Rogers recommends not using Wi-Fi Calling, or consider an alternate means for accessing traditional 9-1-1 emergency services. Rogers recommends that the user keep an alternative phone service handy to increase the reliability of access to emergency services during any service interruption. **Note:** Wi-Fi Calling cannot support emergency calls made outside of Canada or the United States. The user of Wi-Fi Calling must ensure they are connected to a mobile network when attempting to make an emergency call outside of Canada or the United States to be routed to the nearest emergency services. You agree to inform all your employees or users who activate Wi-Fi Calling on the device of the following limitations and requirements.

- 1.3.1. **9-1-1 Emergency Address.** When Wi-Fi Calling is first activated, the user will be asked to provide the full address for their most likely location (your “9-1-1 Emergency Address”). Each user may only register one (1) 9-1-1 Emergency Address and it must be a location in Canada or the United States. If a U.S address is entered, it must not be used for more than six (6) months of any given calendar year. If your user(s) fail to comply with this requirement or Rogers suspects you or your users have provided false, inaccurate or incomplete location information, Rogers has the right to restrict your user(s) current and/or future ability to access Wi-Fi Calling. Rogers will not, however, disable the ability to place a 9-1-1 call during any such restriction.
- 1.3.2. **Placing 9-1-1 Calls.** If your user dials 9-1-1 from a traditional wireless Device, the call will attempt to route over the mobile network, to the proper Public Safety Answering Point (“PSAP”) based on the location the call is placed from. If your user dials 9-1-1 while using Wi-Fi Calling, the call will try to route over the cellular network if such network is available to complete the call as a Wireless E9-1-1 call, providing a more enhanced 9-1-1 service. When the cellular network is unavailable, the call routes to a specialized emergency call centre that will transfer the call to the correct PSAP by using the 9-1-1 Emergency Address specified by your user or based on the location your user has provided to the 9-1-1 operator. Your user must immediately inform the 9-1-1 operator of their location (or the location of the emergency, if different) if they are able to do so. It is important that your user does not hang up unless directly told to do so, and if disconnected, immediately dials 9-1-1 again. Your user should also be prepared to provide their call-back number to the 9-1-1 operator. If your user dials 9-1-1 and the connection is lost, the call to 9-1-1 will drop and the specialized emergency call centre and/or PSAP may not have any method of re-connecting with the caller. If this occurs, your user must dial 9-1-1 again. If your user disables the cellular radio on their mobile device, they may be prompted to enable the cellular signal to complete the 9-1-1 call. The option to enable the cellular radio to complete a 9-1-1 call as a wireless E9-1-1 call should always be selected.
- 1.3.3. **Accuracy of 9-1-1 Information.** You agree and must ensure that your users agree to provide true, accurate, current and complete 9-1-1 Emergency Address and other information to Rogers and is responsible for maintaining and updating the 9-1-1 Emergency Address associated with their Device. If your user does not update their 9-1-1 Emergency Address and does not correctly identify the location of the emergency, 9-1-1 calls made using Wi-Fi Calling, will be routed based on the previously provided 9-1-1 Emergency Address and therefore may be routed to the incorrect PSAP for the emergency location. If your user is unable to speak, the dispatcher may not be able to locate the caller if your user has failed to update their 9-1-1 Emergency Address. Your user(s) may update their 9-1-1 Emergency Address in the settings

section of their Device. During certain periods, updates to the 9-1-1 Emergency Address may not be reflected instantly (e.g., during IT maintenance periods). When your user registers or updates their 9-1-1 Emergency Address, it will be validated for accuracy through a Canada Post and PSAP validation service. If the validation service is not able to recognize the proposed 9-1-1 Emergency Address your user provided, your user will be provided with a recommendation for correction of the 9-1-1 Emergency Address. If your user chooses to override the recommendation, their 9-1-1 Emergency Address may not be properly validated and updated. Therefore, in the event of an emergency, it is important that your user immediately inform the 9-1-1 operator of the location they are calling from (or the location of the emergency, if different). It is strongly encouraged that each of your users always have an alternate means of accessing 9-1-1.

- 1.3.4. **Connection Time and Technical Difficulties.** For technical reasons, a 9-1-1 call may produce a busy signal or take longer to answer as compared to traditional 9-1-1 calls. 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 Wi-Fi Calling 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 the Agreement.
- 1.3.5. **Features Not Available for 9-1-1 Wi-Fi Calling.** The following features will not be available for 9-1-1 Wi-Fi Calling: Call Transfer (your user 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 (your user cannot forward calls to 9-1-1). In addition, your user will not be able to put a 9-1-1 call on hold. T9-1-1 Service is not available for 9-1-1 Wi-Fi Calling (your user cannot communicate with 9-1-1 operators via text message for deaf, hard of hearing or speech impaired users).
- 1.3.6. **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 Wi-Fi Calling, 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.
- 1.4. **Rogers Business Self-Serve.** Rogers Business Self-Serve (RBSS) is a secure and integrated online billing, payment, and reporting system based upon a J2EE/Oracle platform. It includes monthly billing information for your wireless services provided by Rogers, as well as permitting you to automatically generate reports on a wide-range of wireless services (voice, data, SMS) provided by Rogers.

RBSS is a versatile web-based online billing and reporting tool that is available at no charge to you when the Rogers Business Wireless Plans are purchased. RBSS offers you features including the ability to view or download invoices, make a payment, manage users and create groups, grant access to RBSS based on a group profile, create and download reports or cancel paper bills.

- 1.5. **Split Billing:** Split Billing may be provided for an additional monthly fee, as set out in the Agreement, under the following conditions: (i) You must direct Rogers on the split ratio of monthly service fee, specifying what amount is to be charged to you and what amount is to be charged to the applicable department(s) and/or End User(s); (ii) You must provide the contact details (name, telephone number, address, etc.) for the departments and/or End Users who will be paying for their portion of the split bill; (iii) Rogers receives a valid credit card for the End Users' portion of the split bill, as applicable, for payment of the End Users' portion of the monthly service fee on the applicable Line and any incidental usage-based charges; (iv) You agree that you are ultimately responsible for all charges on the account and that any charges that are split with a Department or End User that are not paid by their due date will be transferred up to your account; (v) split billing only takes effect the next billing cycle following activation; (vi) any Line that has had charges transferred to you due to non-payment more than one time will lose their split billing privileges and 100% of all subsequent charges will be on your account.

2. Terms and Conditions.

- 2.1. **Pricing Eligibility.** Where you are migrating to the Rogers Business Wireless Plans from another Rogers' wireless price plan, the Rogers Business Wireless Plans pricing will take effect on the first day of your next wireless billing cycle, unless otherwise indicated by Rogers, and any previously existing price plans of yours will be deleted and replaced in their entirety by the price plans of the Rogers Business Wireless Plans. Where the Rogers Business Wireless Plans pricing set out on the Agreement includes pricing elements that must be customized on Rogers' billing system prior to your Lines being able to migrate or activate on such customized pricing, the Service Effective Date for the Rogers Business Wireless Plans shall be the date on which Rogers notifies you that such customized pricing is available. Unless otherwise set out in the Agreement, you will not be eligible for any retroactive credit representing the difference between your previous pricing for their wireless services and the new Rogers Business Wireless Plans pricing. The Rogers Business Wireless Plans price plans must be created on a separate Billing Account Number from any wireless price plans that are Pooled.
- 2.2. **Committed Number of Lines.** You have ninety (90) days from the date the pricing set out above is available to be loaded on your Lines (the "**Commitment Date**") to activate the Committed Number of Lines, as set out in the your Agreement. If (A) the Committed Number of Lines is not met by the Commitment Date, or (B) the activated number of Lines falls below the Committed Number of Lines (or any sub-commitment) at any time after the Commitment Date; then the pricing set forth above and in the Agreement shall be subject to change at Rogers' sole discretion.
- 2.3. **Discount Eligibility.** Where your pricing for Rogers Business Wireless Plans Services has been discounted, as reflected in the Agreement, such discounting is subject to you attaining the Committed Number of Lines (as set out in the Agreement) by the Commitment Date and maintaining the Committed Number Lines for the duration of the Service Term for Rogers Business Wireless Plans Services. In the event you do not attain or maintain the Committed Number of Lines, Rogers reserves the right to remove any such discounting on your existing Lines and on any Lines subsequently activated by you.
- 2.4. **Ordering the Services.** Services may from time to time be ordered by you for use by any one or more officers or full time employees of yours (each an "**Employee**"), as applicable, by requesting to activate a Line. The activation of each new SIM card may be subject to a Set-up Service Fee, as set out in the Agreement. You acknowledge and agree that you shall be liable for all amounts owing to Rogers for Lines. To order Lines, you shall have the applicable authorized person, as set forth on your Rogers account details, submit to Rogers an activation request containing the information required by Rogers.
- 2.5. **Termination Fee.** A Termination Fee applies if Rogers provided an economic inducement when the Line Term was agreed to, and if the Line is terminated prior to the end of the Line Term. The Termination Fee is equal to the amount of the economic inducement multiplied by the number of months remaining in the Line Term at the time of termination divided by the total number of months of the Line Term (plus applicable taxes). In other words, Termination Fee = amount of economic inducement x # months left in the Line Term ÷ total # months in the Line Term + applicable taxes.

The amount of the economic inducement is equal to the aggregated total of all credits provided (activation, conversion, renewal, or otherwise) and the Device Savings Recovery Fee (the "**DSRF**"), which is equal to the No Term Device Charge, less the amount you paid for the Device at the time of activation.

The parties acknowledge and agree that the Termination Fees are payable by you when a Line is terminated prior to the end of the agreed upon Line Term as a genuine pre-estimate of liquidated damages and not as a penalty.

Termination Fees are in addition to any applicable Administrative Fees.

- 2.6. **Termination Fee Waiver.** Unless otherwise stated, where an amount of Termination Fee waivers is set out in the Agreement, you may deactivate such amount of Lines during the Initial Service Term, (excluding porting activity) without paying the Termination Fees or Deactivation Fee, provided that the number of active and eligible Lines at the time such deactivation is requested by you are equal to or greater than the Committed Number of Lines. Where the Termination Fee waivers are expressed in the Agreement as a

percentage, such percentage is based on the Committed Number of Lines for Voice Only and for Voice and Data combined, rounded down to the nearest whole number, and exclude any Committed Number of Lines for Data Only.

- 2.7. **Devices.** All Devices purchased from Rogers are covered 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 you upon receipt at your premises. Title to any Device purchased outright from Rogers or subsidized via Rogers' device subsidy program shall pass to you upon receipt at your premises. Title to any Device purchased through a financing program will remain with Rogers and shall only pass to you following full payment for the Device. 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.
- 2.8. **Hardware Fees.** Where you purchase a Device from Rogers and activates the Device on an unsubsidized Core Price Plan, you will be charged the No Term Device Price then advertised at <http://enterprise.rogers.com/en/products-plans/phones-devices>, minus any promotional offers made by Rogers to you at the time of purchase. Where eligible, you may be able to finance the resulting Device balance through the Rogers Device Financing Program (see below for details). Where you purchase a Device from Rogers and activates the Device on a subsidized Core Price Plan, you will receive a subsidized discount associated with the applicable hardware subsidy tier. Unless otherwise set out in the Agreement, this fixed amount discount is subject to change by Rogers at any time, without notice to you. Unsubsidized (BYOD) Core Price Plans do not automatically apply to a Line with a Subsidized Device that has reached the end of its Line Term.
- 2.9. **Rogers Device Financing Program.** Where eligible, you will have the option to finance a purchased Device through the Rogers Device Financing Program. This program allows you to finance the Device cost (the No Term Device Price minus any promotional offers, plus applicable taxes) over a Device Financing Term, making equal monthly payments to Rogers until the Device balance is paid in full. The costs of financing (e.g. interest rate, PPSA registration costs, the amount financed) may be added to the purchase cost and will also be amortized over the Device Financing Term, such costs to be quoted to you at the time of financing. Upon cancellation of the Line for any reason, including the migration of the Line to another customer, the remaining Device Financing Balance will become immediately payable.
- 2.10. **Early Hardware Upgrade.** Unless otherwise stated in the Agreement, if a Line on a subsidized Core Price Plan chooses to upgrade its hardware Device prior to fulfilling its Line Term (but not before one month after the Device's activation), then a one-time charge for the applicable Line will apply for each month remaining in the applicable Line Term. This one-time charge is the amount of the DSRF remaining for the applicable Line Term, which will be calculated as follows: the DSRF divided by the number of months in the applicable Line Term, multiplied by the number of months remaining within the applicable Line Term. For example: \$500.00 (DSRF) divided by 24 (number of months in the Line Term) = \$20.83. This amount is then multiplied by 9 months (length of time remaining in the Line Term) = \$187.50. Devices financed through the Rogers Device Financing Program are not eligible for an early hardware upgrade, so you would be required to cancel the Device financing and pay the full Device Financing Balance, prior to being eligible to purchase or finance a new Device associated with a particular Line. In addition, each Line receiving a Hardware Upgrade may be subject to a Hardware Upgrade Fee, as set out in the Agreement.
- 2.11. **Early Hardware Upgrade Waiver.** Where an amount of early hardware upgrade (pre-HUP) waivers is set out in the Agreement, you may upgrade such amount of Lines during the timeframe specified in the Agreement, without paying the Early Hardware Upgrade amount set out above, provided that the Device associated with the Line in question has been active for a minimum of one (1) month, and provided that the number of active and eligible Lines at the time such early hardware upgrade waiver is requested by you are equal to or greater than the Committed Number of Lines.
- 2.12. **Downgrade Fee.** If you choose to downgrade a Line to a core price plan with a lower tier of hardware subsidy eligibility during the Line Term, then you will be charged a one-time hardware downgrade fee. The downgrade fee is based on the difference between the DSRF at time of activation and the DSRF in the lower tier hardware category at the time the Device was activated. This downgrade fee will ultimately reduce the EIRF owed to Rogers.

For example, if the DSRF received by you at time of activation was \$450 and the DSRF at time of activation in the lower tier hardware category would have been \$300 then the difference between these two categories would be \$150. If you 18 months into your 24 month Line Term, then the downgrade fee would be calculated as follows: $\$150 / 24 = \6.25 per month x 6 Months remaining for a total of \$37.50. This \$37.50 would reduce the total EIRF by the same amount.

- 2.13. **One-Time Activation Credit.** The One-Time Activation Credit will be applied on net new activations of eligible Lines that occur within three (3) months of the Service Effective Date of the Rogers Business Wireless Plans Services, or such other Expiry Date as may be set out on the Agreement.

In the event that you terminate or suspend Services on a Line for which a One-Time Activation Credit was granted prior to the end of the Credit Recovery Period, Rogers reserves the right to recover a pro-rated portion of the One-Time Activation Credit, as part of any EIRF to which Rogers is entitled. The pro-rated amount will be calculated by dividing the One-Time Activation Credit amount by the number of months in the Credit Recovery Period, and then multiplying that amount by the number of months remaining in the Credit Recovery Period for the applicable Line at the time of termination/suspension.

One-Time Activation Credits cannot be applied to Corporately Reimbursed Lines, Individually Paid Lines or to Data Only Lines, unless otherwise set out in the Agreement. The amount of the One-Time Activation Credit quoted in the Agreement is after applicable taxes.

- 2.14. **One-Time Renewal Credit.** The One-Time Renewal Credit will be applied on renewals of eligible Lines that occur within twelve (12) months of the Effective Date of the Rogers Business Wireless Plans Services, or such other Expiry Date as may be set out on the Agreement.

Lines are eligible for the One-Time Renewal Credit only if they have not received an activation, renewal or retention credit within the previous eighteen (18) months.

In the event that you terminate or suspend Services on a Line for which a One-Time Renewal Credit was granted prior to the end of the Credit Recovery Period, Rogers reserves the right to recover a pro-rated portion of the One-Time Renewal Credit, as part of any EIRF to which Rogers is entitled. The pro-rated amount will be calculated by dividing the One-Time Renewal Credit amount by the number of months in the Credit Recovery Period, and then multiplying that amount by the number of months remaining in the Credit Recovery Period for the applicable Line at the time of termination/suspension.

One-Time Renewal Credits cannot be applied to Corporately Reimbursed Lines, Individually Paid Lines, or to Data Only Lines, unless otherwise set out in the Agreement. The amount of the One-Time Renewal Credit quoted in the Agreement is after applicable taxes.

- 2.15. **Roaming.** In destinations other than Roam Like Home Destinations, Individual Flex Roaming options can be purchased by you for use. There is no cap on the number of days in a month that a Line may be charged for the Roam Like Home Destinations daily charge. All other Wireless Business Plans are available with either Individual or Shared Flex Roaming Plan options. When roaming outside of the Rogers network, certain network services may not be available, such as: Call Forwarding, Call Waiting, Call Display / Name Display, accidental roaming, etc. When roaming outside of Rogers' coverage area, you shall be responsible for all applicable charges and shall be subject to the terms and conditions of service imposed by the wireless service provider providing such roaming services in the area where roaming occurs (including limitations on liability).

- 2.16. **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. All usage is rounded up to the next highest increment (MB, minute, etc.). You agree that, to the extent there is any dispute as to the amount of data transmitted to and from a Rogers SIM card 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.

- 2.17. **Data Pooling.** For all Lines activated on Shared Pricing plan(s) eligible for pooling, smartphone data is pooled, giving you access to draw data from the pool for a monthly fee, plus applicable overage charges.

- 2.18. **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.
- 2.19. **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.
- 2.20. **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.

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.

- 2.21. **Fair Usage Policy.** To ensure the you enjoys optimal experience on the Rogers' network and abroad, Rogers has implemented a Fair Usage Policy. For domestic data usage and roaming data usage, this Fair Usage Policy specifies that if a Line utilizes more than the Data at Maximum Speed allocation for its applicable plan, Rogers will throttle the wireless data throughput for such Line to the speed levels specified in the applicable plan for both domestic and roaming data for the remainder of that billing month. In addition, you may not use a Line associated with this Fair Usage Policy as a hub for other data-consuming devices not associated with the primary Line, nor otherwise use such Line in a way not typical of standard Voice and Data traffic consumption. If Rogers identifies any such non-intended usage, the Line will be migrated to a plan with appropriate data inclusions.
- 2.22. **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 you and your 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' network from your property or premises or recorded by your Equipment or Rogers Equipment;
 - ii) damages arising out of your 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 your 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 your facilities and equipment.
 - v) 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 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.
- 2.23. **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.

3. **Definitions.** The following definitions are used in these Terms. Any capitalized terms not defined below are defined in the Agreement.
- 3.1. **“Administrative Fees”** — As set out in the Agreement.
 - 3.2. **“Billing Account Number (BAN)”** — means a unique Rogers’ wireless account number.
 - 3.3. **“Call Display / Name Display”** — means the visual display of the incoming call’s telephone number and incoming caller’s name, where supported by the Device. Not all incoming telephone numbers or caller’s name can be identified.
 - 3.4. **“Call Forwarding”** — means a feature that allows calls made to your wireless number to be forwarded to another specified number.
 - 3.5. **“Call Waiting”** — means a feature whereby a person making a wireless telephone call is notified of an incoming call and is able to place the first call on hold while answering the second.
 - 3.6. **“Canadian”** — means wireless voice, data or SMS/MMS traffic both originating and terminating within Canada.
 - 3.7. **“Committed Number of Lines”** — means the number of Lines (including, as applicable, any sub-commitment for voice only, data only, and voice and data combined Lines) set out in the Agreement for the Rogers Business Wireless Plan Services.
 - 3.8. **“Conference Calling”** — means a feature where a person making a wireless telephone call can add additional callers to the original two-way call.
 - 3.9. **“Credit Recovery Period”** — means the period of time over which Rogers may recover the amortized portion of a One-Time Activation Credit or One-Time Renewal Credit. The Credit Recovery Period is set out on the Agreement.
 - 3.10. **“Deactivation Fee”** — means a one-time fee charged upon the cancellation of a Line to cover administrative costs related to the deactivation, unless otherwise set out in the Agreement.
 - 3.11. **“Device”** — means a wireless telephone or Smartphone, wireless messaging device, tablet, or other wireless devices that is authorized by Rogers for use on the Rogers Wireless Network.
 - 3.12. **“Device Financing Balance”** — means the amount of the original Device cost (minus any promotional offers, plus applicable taxes) that remains owing to Rogers at any particular time.
 - 3.13. **“Device Financing Term”** — means the period of time over which you agree to repay the Device cost (minus any promotional offers, plus applicable taxes).
 - 3.14. **“Enhanced Voicemail”** — means each enrolled Line has up to thirty-five (35) five-minute messages that can be saved for up to ten (10) days, as well as other advanced functions such as Call Return, Group List Distribution and Skip Password.

- 3.15. “Expiry Date” — means the date on which your eligibility for One-Time Activation Credits, One-Time Renewal Credits, or any other promotional offer made by Rogers to you, expires.
- 3.16. “Hardware Upgrade Fee” — means a one-time fee charged when upgrading to a new device in order to cover administrative costs related to the upgrade.
- 3.17. “International” — means wireless voice, data or SMS/MMS traffic terminating to a country other than Canada or the United States.
- 3.18. “Line(s)” — means a Device activated on a Rogers’ wireless price plan for which you are financially and legally responsible
- 3.19. “Line Term” — means the period of time that you commit to maintain the selected core price plan on a certain Line. The Line Term is determined by the Device subsidy selected by you Following the end of the Line Term for each Line, the Line Term shall continue on a month to month basis at the then-current pricing in effect for such Line, until terminated by either Rogers or you. During any such month to month renewal of the Line Term, Rogers reserves the right to adjust the pricing for the applicable Line.
- 3.20. “Metered Data” — means any data service plan where you are required to pay a fee to consume data after a prescribed volume.
- 3.21. “MMS” — means Multimedia Messaging Service, or text messaging with enhanced features such as images, audio and video files within certain size limits.
- 3.22. “North American” — means wireless voice, data or SMS/MMS traffic terminating to Canada and the United States.
- 3.23. “No Term Device Charge” — means the advertised Device price described on Rogers.com, for a Device purchased on a monthly Line Term.
- 3.24. “Pooled” — means that the allocation of data is shared amongst your eligible Lines on a common Billing Account Number.
- 3.25. “Roam Like Home Destinations” — means Afghanistan, Aland Islands, Alaska, Albania, Algeria, Anguilla, Antigua And Barbuda, Argentina, Armenia, Aruba, Australia, Austria, Azerbaijan, Azores, Bahamas, Bangladesh, Barbados, Belarus, Belgium, Belize, Benin, Bermuda, Bolivia, Bonaire, Bosnia-Herzegovina, Botswana, Brazil, British Virgin Islands, Bulgaria, Burkina Faso, Cambodia, Cameroon, Canary Islands, Cayman Island, Central African Republic, Chile, China, Colombia, Congo (Democratic Republic of), Costa Rica, Crimea, Croatia, Cuba, Curacao, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, England, Estonia, Faroe Islands, Fiji, Finland, France, French Guiana, French Polynesia, Galapagos Islands, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guatemala, Guernsey, Guinea Bissau, Guyana, Haiti, Hawaii, Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Iraq, Ireland, Isle of Man, Israel, Italy, Ivory Coast, Jamaica, Japan, Jersey, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyz Republic, Latvia, Liberia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Madeira, Malaysia, Mali, Malta, Martinique, Mauritius, Mayotte, Mexico, Monaco, Mongolia, Montenegro, Montserrat, Morocco, Myanmar, Netherlands, New Zealand, Nicaragua, Niger, Nigeria, Northern Ireland, Norway, Oman, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Reunion, Romania, Russia, Rwanda, Saba, San Marino, Saudi Arabia, Scotland, Senegal, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sri Lanka, St Barts, St Eustatius, St Kitts And Nevis, St Lucia, St Maarten, St Martin, St Vincent And The Grenadines, Suriname, Swaziland, Sweden, Switzerland, Tahiti, Taiwan, Tajikistan, Thailand, Tonga, Trinidad And Tobago, Tunisia, Turkey, Turks And Caicos, U.S. Virgin Islands, Uganda, Ukraine, United Arab Emirates, United States, Uruguay, Vanuatu, Vatican City, Venezuela, Vietnam, Wales, West Bank, Western Samoa, and Yemen. These Roam Like Home Destinations are subject to change by Rogers at any time without prior notice.
- 3.26. “Rogers Wireless Network” — means the Rogers-owned wireless transmission facilities.
- 3.27. “Set-up Service Fee” — means a one-time fee charged upon the activation of a new Line to cover administrative costs related to the activation.
- 3.28. “SIM card” — means the Rogers SIM (Subscriber Identity Module) card that allows your to connect a Rogers’ Device to the Rogers Wireless Network.

- 3.29. “SMS” — means Short Message Service, or text messaging.
- 3.30. “Telephone Number Change Fee” — means a one-time fee charged when requesting to change a telephone number to cover administrative costs related to the telephone number change
- 3.31. “Transfer of Responsibility Fee” — means a one-time fee charged when ownership of an existing telephone number is changed. This happens when a telephone number is transferred between two different customer accounts. The fee is charged to the account that initiated the request, and is applied for each telephone number transferred to cover administrative costs related to the transfer.
- 3.32. “United States” — means wireless voice, data or SMS/MMS traffic terminating (in the case of long distance) or originating and terminating (in the case of roaming) within the United States.
- 3.33. “Visual Voicemail” — means your users can manage their iPhone voicemail messages by reviewing them in a list on their Device and can listen to those voicemail messages in any order without having to dial a voicemail number. This service is also available for compatible Android and Blackberry devices.
- 3.34. “Voicemail to Text” — means a feature where you can get a text version of the voicemail messages in addition to the audio file. This feature requires that your voicemails be processed outside of Canada by a third party provider to Rogers. This feature is not compatible with iPhone Visual Voicemail. Device must support MMS messaging. This voicemail service uses data, but you do not require a data plan to use the service. There are no charges when you are using Voicemail-to-Text in Canada. However, Data roaming charges will incur when roaming outside of Canada.
- 3.35. “Zone 2” — means Aland Islands, Albania, Andorra, Armenia, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Greenland, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovak Republic, Slovenia, Spain, St. Pierre & Miquelon, Sweden, Switzerland, Turkey, Ukraine, United Kingdom, Vatican City. The countries included in Zone 2 are subject to change by Rogers at any time without prior notice.
- 3.36. “Zone 2A” — means Anguilla, Antigua and Barbuda, Aruba, Australia, Bahamas, Barbados, Bermuda, British Virgin Islands, Bonaire, Cayman Islands, China, Curacao, Dominica, Dominican Republic, French Guiana, Grenada, Guadeloupe, Haiti, Hong Kong, India, Jamaica, Japan, Martinique, Mexico, Montserrat, New Zealand, Saba, South Korea, St. Bartelemy, St. Eustatius, St. Kitts and Nevis, St. Lucia, St. Maarten, St. Martin, St. Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos. The countries included in Zone 2A are subject to change by Rogers at any time without prior notice.
- 3.37. “Zone 3” — means Afghanistan, Argentina, Azerbaijan, Bahrain, Bangladesh, Belize, Bhutan, Bolivia, Brazil, Brunei Darussalam, Cambodia, Chile, Colombia, Cook Islands, Costa Rica, East Timor, Ecuador, El Salvador, Falkland Islands, Fiji, Galapagos Islands, Georgia, Guam, Guatemala, Guyana, Honduras, Indonesia, Iraq, Israel, Jordan, Kazakhstan, Kuwait, Kyrgyz Republic, Laos, Macau, Malaysia, Maldives, Mongolia, Myanmar, Nauru, Nepal, New Caledonia, Nicaragua, Northern Mariana Islands, Oman, Pakistan, Palestine, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Russia, Samoa, Saudi Arabia, Singapore, Sri Lanka, Suriname, Taiwan, Tajikistan, Thailand, Tonga, Turkmenistan, United Arab Emirates, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, Yemen. The countries included in Zone 3 are subject to change by Rogers at any time without prior notice.
- 3.38. “Zone 4” — means Algeria, Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo (Democratic Rep. of), Congo (Peoples Rep. of), Djibouti, Egypt, Equatorial Guinea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Ivory Coast, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mayotte, Morocco, Mozambique, Namibia, Niger, Nigeria, Reunion, Rwanda, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, South Sudan, Sudan, Swaziland, Tanzania, Togo, Tunisia, Uganda, Western Sahara, Zambia, Zanzibar, Zimbabwe. The countries included in Zone 4 are subject to change by Rogers at any time without prior notice.

Rogers Business Wireless Plan v2

The following terms pertain specifically to Rogers Business Wireless Plans v2 supplied by Rogers to you.

These terms to the Rogers Business Wireless Plan v2 with Metered Data, Rogers Business Wireless Plan Unlimited Data Price Plans and Rogers Business Wireless Plan Canada + US Roaming Plans that are supplied by Rogers to you. Rogers' wireless services, including the wireless services provided with the Rogers Wireless Business Plans are provided over a coast-to-coast Rogers-owned network based on 4G HSPA+, LTE, LTE-Advanced, 5G and multi-path digital fibre network technologies.

- 1.1. **Extended Coverage.** Extended Coverage is meant to provide additional wireless coverage within Canada, outside of the Rogers Wireless Network, without incurring roaming charges. Extended Coverage is intended for occasional use; the majority of your end-user's monthly usage (voice, data and SMS) must occur on the Rogers Wireless Network. If the majority of your end-user's monthly usage occurs within Extended Coverage areas, Rogers may restrict or limit your end-user's access to Extended Coverage on an ongoing basis. Further, where Rogers identifies that your usage while utilizing Extended Coverage is excessive, Rogers reserves the right to charge you a reasonable fee for such excessive usage, or, alternatively, to block such end-user from utilizing Extended Coverage going forward.

Your Rogers Device will always connect to the Rogers Wireless Network if it is available. Once your end-user has left the Rogers Wireless Network and has entered an Extended Coverage area, the end-user's Device will automatically connect to Extended Coverage. If your end-user is on a call when they enter an Extended Coverage area, the call will drop. Once EXT appears on the end-user's Device screen, they can call back to complete their call. A few enhanced features may not be available while in an Extended Coverage area, including:

- i) Call Display / Name Display
- ii) 4-1-1 Directory Assistance Call Completion
- iii) Pound numbers (#) and short codes
- iv) N-1-1 codes:
- v) 2-1-1 Community Information
- vi) 3-1-1 Non-Emergency Municipal Government
- vii) 5-1-1 Weather & Traveler Information
- viii) 7-1-1 Access to Message Relay Service (MRS) by the deaf
- ix) 8-1-1 Non-urgent Health Triage Services

Please note that Rogers and its roaming partners may, without notice, change geographical coverage areas. Rogers is not liable to you for any loss suffered as a result of any disruptions or outages to Extended Coverage, or as a result of any changes to Extended Coverage areas.

- 1.2. **Wi-Fi Calling.** Wi-Fi Calling enables your end-user to use a compatible Rogers Device to make and receive phone calls, and send and receive messages, over a Wi-Fi Network. This means your end-user would still be able to call and text even in areas where the Rogers Wireless Network coverage is limited, such as office buildings, factories and plants, as long as the device is configured to use a Wi-Fi connection. The end-user needs to enable Wi-Fi Calling on their compatible Rogers Device, accepting the Terms & Conditions and registering an emergency 9-1-1 address for emergency calls. There is no additional fee to use this feature and, in most cases, when Wi-Fi Calling is enabled and the end-user has access to both Wi-Fi Calling and a mobile network, the device will automatically default to use Wi-Fi Calling. This applies both when the end-user is within Canada and when roaming outside of Canada. A list of eligible devices and more details about this feature are available at www.rogers.com/wificalling.

If your end-user uses Wi-Fi Calling while outside of Canada, the following will be deducted from the wireless plan without incurring any long distance or roaming charges:

- v) Incoming calls and text messages received from anywhere in the world.
- vi) Outgoing calls and text messages made or sent to a Canadian number.

Roaming and/or long distance charges will vary depending on the roaming option you have on the account. If you have Roam Like Home, outgoing Wi-Fi Calling calls or text messages made to a non-Canadian number will trigger the Roam Like Home daily charge. If the end-user has already incurred this charge,

then all outgoing Wi-Fi Calling calls, and text messages made or sent during the period for which the charge was incurred will be covered under the initial Roam Like Home charge. If you have Flex Roaming, all outgoing Wi-Fi Calling calls and text messages to a non-Canadian number will be deducted from the tiers according to the country Zone. If the end-user exceeds the limit on a specific tier, overage rates outlined in the agreement will apply.

IMPORTANT: WI-FI CALLING HAS DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICES. PLEASE REVIEW ALL LIMITATIONS ON YOUR DEVICE WHEN YOU ENABLE THE FEATURE PRIOR TO ACTIVATION. IF YOU DO NOT AGREE, DO NOT ENABLE THE FEATURE. To learn more, please visit www.rogers.com/911.

- 1.3. **IMPORTANT INFORMATION ABOUT THE DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICES. PLEASE REVIEW ALL LIMITATIONS ON YOUR DEVICE WHEN YOU ENABLE THE FEATURE PRIOR TO ACTIVATION. IF YOU DO NOT AGREE, DO NOT ENABLE THE FEATURE. To learn more, please visit www.rogers.com/911.**

By using Wi-Fi Calling, you acknowledge and agree to the information in this section regarding the limitations of using Wi-Fi Calling for dialing 9-1-1. If you are not comfortable with these limitations, Rogers recommends not using Wi-Fi Calling, or consider an alternate means for accessing traditional 9-1-1 emergency services. Rogers recommends that the user keep an alternative phone service handy to increase the reliability of access to emergency services during any service interruption. **Note:** Wi-Fi Calling cannot support emergency calls made outside of Canada or the United States. The user of Wi-Fi Calling must ensure they are connected to a mobile network when attempting to make an emergency call outside of Canada or the United States to be routed to the nearest emergency services. You agree to inform all your employees or users who activate Wi-Fi Calling on the device of the following limitations and requirements.

- 1.3.1. **9-1-1 Emergency Address.** When Wi-Fi Calling is first activated, the user will be asked to provide the full address for their most likely location (your “9-1-1 Emergency Address”). Each user may only register one (1) 9-1-1 Emergency Address and it must be a location in Canada or the United States. If a U.S address is entered, it must not be used for more than six (6) months of any given calendar year. If your user(s) fail to comply with this requirement or Rogers suspects you or your users have provided false, inaccurate or incomplete location information, Rogers has the right to restrict your user(s) current and/or future ability to access Wi-Fi Calling. Rogers will not, however, disable the ability to place a 9-1-1 call during any such restriction.
- 1.3.2. **Placing 9-1-1 Calls.** If your user dials 9-1-1 from a traditional wireless Device, the call will attempt to route over the mobile network, to the proper Public Safety Answering Point (“PSAP”) based on the location the call is placed from. If your user dials 9-1-1 while using Wi-Fi Calling, the call will try to route over the cellular network if such network is available to complete the call as a Wireless E9-1-1 call, providing a more enhanced 9-1-1 service. When the cellular network is unavailable, the call routes to a specialized emergency call centre that will transfer the call to the correct PSAP by using the 9-1-1 Emergency Address specified by your user or based on the location your user has provided to the 9-1-1 operator. Your user must immediately inform the 9-1-1 operator of their location (or the location of the emergency, if different) if they are able to do so. It is important that your user does not hang up unless directly told to do so, and if disconnected, immediately dials 9-1-1 again. Your user should also be prepared to provide their call-back number to the 9-1-1 operator. If your user dials 9-1-1 and the connection is lost, the call to 9-1-1 will drop and the specialized emergency call centre and/or PSAP may not have any method of re-connecting with the caller. If this occurs, your user must dial 9-1-1 again. If your user disables the cellular radio on their mobile device, they may be prompted to enable the cellular signal to complete the 9-1-1 call. The option to enable the cellular radio to complete a 9-1-1 call as a wireless E9-1-1 call should always be selected.
- 1.3.3. **Accuracy of 9-1-1 Information.** You agree and must ensure that your users agree to provide true, accurate, current and complete 9-1-1 Emergency Address and other information to Rogers and is responsible for maintaining and updating the 9-1-1 Emergency Address associated with their Device. If your user does not update their 9-1-1 Emergency Address and does not correctly identify the location of the emergency, 9-1-1 calls made using Wi-Fi Calling, will be routed based on the previously provided 9-1-1 Emergency Address and therefore may be routed to the incorrect PSAP for the emergency location. If your user is unable to speak, the dispatcher may not be able to locate the caller if your user has failed to update

their 9-1-1 Emergency Address. Your user(s) may update their 9-1-1 Emergency Address in the settings section of their Device. During certain periods, updates to the 9-1-1 Emergency Address may not be reflected instantly (e.g., during IT maintenance periods). When your user registers or updates their 9-1-1 Emergency Address, it will be validated for accuracy through a Canada Post and PSAP validation service. If the validation service is not able to recognize the proposed 9-1-1 Emergency Address your user provided, your user will be provided with a recommendation for correction of the 9-1-1 Emergency Address. If your user chooses to override the recommendation, their 9-1-1 Emergency Address may not be properly validated and updated. Therefore, in the event of an emergency, it is important that your user immediately inform the 9-1-1 operator of the location they are calling from (or the location of the emergency, if different). It is strongly encouraged that each of your users always have an alternate means of accessing 9-1-1.

- 1.3.4. **Connection Time and Technical Difficulties.** For technical reasons, a 9-1-1 call may produce a busy signal or take longer to answer as compared to traditional 9-1-1 calls. 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 Wi-Fi Calling 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 the Agreement.
- 1.3.5. **Features Not Available for 9-1-1 Wi-Fi Calling.** The following features will not be available for 9-1-1 Wi-Fi Calling: Call Transfer (your user 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 (your user cannot forward calls to 9-1-1). In addition, your user will not be able to put a 9-1-1 call on hold. T9-1-1 Service is not available for 9-1-1 Wi-Fi Calling (your user cannot communicate with 9-1-1 operators via text message for deaf, hard of hearing or speech impaired users).
- 1.3.6. **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 Wi-Fi Calling, 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.
- 1.4. **Rogers Business Self-Serve.** Rogers Business Self-Serve (RBSS) is a secure and integrated online billing, payment, and reporting system based upon a J2EE/Oracle platform. It includes monthly billing information for your wireless services provided by Rogers, as well as permitting you to automatically generate reports on a wide-range of wireless services (voice, data, SMS) provided by Rogers.

RBSS is a versatile web-based online billing and reporting tool that is available at no charge to you when the Shared Unlimited Data Plans are purchased. RBSS offers you features including the ability to view or download invoices, make a payment, manage users and create groups, grant access to RBSS based on a group profile, create and download reports or cancel paper bills.

- 1.5. **Split Billing:** Split Billing may be provided for an additional monthly fee, as set out in the Agreement, under the following conditions: (i) You must direct Rogers on the split ratio of monthly service fee, specifying what amount is to be charged to you and what amount is to be charged to the applicable department(s) and/or End User(s); (ii) You must provide the contact details (name, telephone number, address, etc.) for the departments and/or End Users who will be paying for their portion of the split bill; (iii) Rogers receives a valid credit card for the End Users' portion of the split bill, as applicable, for payment of the End Users' portion of the monthly service fee on the applicable Line and any incidental usage-based charges; (iv) You agree that you are ultimately responsible for all charges on the account and that any charges that are split with a Department or End User that are not paid by their due date will be transferred up to your account; (v) split billing only takes effect the next billing cycle following activation; (vi) any Line that has had charges transferred to you due to non-payment more than one time will lose their split billing privileges and 100% of all subsequent charges will be on your account.

2. Terms and Conditions.

- 2.1. **Pricing Eligibility.** Where you are migrating to the Rogers Business Wireless Plans from another Rogers' wireless price plan, the Rogers Business Wireless Plans pricing will take effect on the first day of your wireless billing cycle, unless otherwise indicated by Rogers, and any of your previously existing price plans will be deleted and replaced in their entirety by the price plans of the Rogers Business Wireless Plans. Where the Rogers Business Wireless Plans pricing set out on the Agreement includes pricing elements that must be customized on Rogers' billing system prior to your Lines being able to migrate or activate on such customized pricing, the Service Effective Date for the Rogers Business Wireless Plans shall be the date on which Rogers notifies you that such customized pricing is available. Unless otherwise set out in the Agreement, you will not be eligible for any retroactive credit representing the difference between your previous pricing for their wireless services and the new Rogers Business Wireless Plans pricing.
- 2.2. **Committed Number of Lines.** You have ninety (90) days from the date the pricing set out above is available to be loaded on your Lines (the "**Commitment Date**") to activate the Committed Number of Lines, as set out in your Agreement. If (A) the Committed Number of Lines is not met by the Commitment Date, or (B) the activated number of Lines falls below the Committed Number of Lines (or any sub-commitment) at any time after the Commitment Date; then the pricing set forth above and in the Agreement shall be subject to change at Rogers' sole discretion.
- 2.3. **Discount Eligibility.** Where your pricing for Rogers Business Wireless Plan Services has been discounted, as reflected in the Agreement, such discounting is subject to you attaining the Committed Number of Lines (as set out in the Agreement) by the Commitment Date and maintaining the Committed Number Lines for the duration of the Service Term for Rogers Business Wireless Plan Services. In the event you do not attain or maintain the Committed Number of Lines, Rogers reserves the right to remove any such discounting on your existing Lines and on any Lines subsequently activated by you.
- 2.4. **Ordering the Services.** Services may from time to time be ordered by you for use by any one or more officers or employees of yours (each an "**Employee**"), as applicable, by requesting to activate a Line. The activation of each new SIM card may be subject to a Set-up Service Fee, as set out in the Agreement. You acknowledge and agree that you shall be liable for all amounts owing to Rogers for Lines. To order Lines, you shall have the applicable authorized person, as set forth on your Rogers account details, submit to Rogers an activation request containing the information required by Rogers.
- 2.5. **Termination Fee.** A Termination Fee applies if Rogers provided an economic inducement when the Line Term was agreed to, and if the Line is terminated prior to the end of the Line Term. The Termination Fee is equal to the amount of the economic inducement multiplied by the number of months remaining in the Line Term at the time of termination divided by the total number of months of the Line Term (plus applicable taxes). In other words, Termination Fee = amount of economic inducement x # months left in the Line Term ÷ total # months in the Line Term + applicable taxes.

The amount of the economic inducement is equal to the aggregated total of all credits provided (activation, conversion, renewal, or otherwise) and the Device Savings Recovery Fee (the "**DSRF**"), which is equal to the No Term Device Charge, less the amount you paid for the Device at the time of activation.

The parties acknowledge and agree that the Termination Fees are payable by you when a Line is terminated prior to the end of the agreed upon Line Term as a genuine pre-estimate of liquidated damages and not as a penalty.

Termination Fees are in addition to any applicable Administrative Fees.

- 2.6. **Termination Fee Waiver.** Unless otherwise stated, where an amount of Termination Fee waivers is set out in the Agreement, you may deactivate such amount of Lines during the Initial Service Term, (excluding porting activity) without paying the Termination Fees or Deactivation Fee, provided that the number of active and eligible Lines at the time such deactivation is requested by you are equal to or greater than the Committed Number of Lines. Where the Termination Fee waivers are expressed in the Agreement as a percentage, such percentage is based on the Committed Number of Lines for Voice Only and for Voice and

Data combined, rounded down to the nearest whole number, and exclude any Committed Number of Lines for Data Only.

- 2.7. **Devices.** All Devices purchased from Rogers are covered 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 you upon receipt at your premises. Title to any Device purchased outright from Rogers or subsidized via Rogers' device subsidy program shall pass to you upon receipt at your premises. Title to any Device purchased through a financing program will remain with Rogers and shall only pass to you following full payment for the Device. 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.
- 2.8. **Hardware Fees.** Where you purchase a Device from Rogers and activates the Device on an unsubsidized Core Price Plan, you will be charged the No Term Device Price then advertised at <http://enterprise.rogers.com/en/products-plans/phones-devices>, minus any promotional offers made by Rogers to you at the time of purchase. Where eligible, you may be able to finance the resulting Device balance through the Rogers Device Financing Program (see below for details). Where you purchase a Device from Rogers and activates the Device on a subsidized Core Price Plan, you will receive a subsidized discount associated with the applicable hardware subsidy tier. This fixed amount discount is subject to change by Rogers at any time, without notice to you.
- 2.9. **Rogers Device Financing Program.** Where eligible, you will have the option to finance a purchased Device through the Rogers Device Financing Program. This program allows you to finance the Device cost (the No Term Device Price minus any promotional offers, plus applicable taxes) over a Device Financing Term, making equal monthly payments to Rogers until the Device balance is paid in full. The costs of financing (e.g. interest rate, PPSA registration costs, the amount financed) may be added to the purchase cost and will also be amortized over the Device Financing Term, such costs to be quoted to you at the time of financing. Upon cancellation of the Line for any reason, including the migration of the Line to another customer, the remaining Device Financing Balance will become immediately payable.
- 2.10 **Early Hardware Upgrade.** Unless otherwise stated in the Agreement, if a Line on a subsidized Core Price Plan chooses to upgrade its hardware Device prior to fulfilling its Line Term (but not before one month after the Device's activation), then a one-time charge for the applicable Line will apply for each month remaining in the applicable Line Term. This one-time charge is the amount of the DSRF remaining for the applicable Line Term, which will be calculated as follows: the DSRF divided by the number of months in the applicable Line Term, multiplied by the number of months remaining within the applicable Line Term. For example: \$500.00 (DSRF) divided by 24 (number of months in the Line Term) = \$20.83. This amount is then multiplied by 9 months (length of time remaining in the Line Term) = \$187.50. Devices financed through the Rogers Device Financing Program are not eligible for an early hardware upgrade, so you would be required to cancel the Device financing and pay the full Device Financing Balance, prior to being eligible to purchase or finance a new Device associated with a particular Line. In addition, each Line receiving a Hardware Upgrade may be subject to a Hardware Upgrade Fee, as set out in the Agreement.
- 2.11 **Early Hardware Upgrade Waiver.** Where an amount of early hardware upgrade (pre-HUP) waivers is set out in the Agreement, you may upgrade such amount of Lines each year (the twelve (12) month period beginning on the Service Effective Date for the Rogers Business Wireless Plan Services) during the Initial Service Term, without paying the Early Hardware Upgrade amount set out above, provided that the Device associated with the Line in question has been active for a minimum of one (1) month, and provided that the number of active and eligible Lines at the time such early hardware upgrade waiver is requested by you are equal to or greater than the Committed Number of Lines. Where the pre-HUP waivers are expressed in the Agreement as a percentage, such percentage is based on the Committed Number of Lines for Voice Only and for Voice and Data combined, rounded down to the nearest whole number, and exclude any Committed Number of Lines for Data Only.
- 2.12 **Downgrade Fee.** If you choose to downgrade a Line to a core price plan with a lower tier of hardware subsidy eligibility during the Line Term, then you will be charged a one-time hardware downgrade fee. The downgrade fee is based on the difference between the DSRF at time of activation and the DSRF in the

lower tier hardware category at the time the Device was activated. This downgrade fee will ultimately reduce the Termination Fees owed to Rogers.

For example, if the DSRF received by you at time of activation was \$450 and the DSRF at time of activation in the lower tier hardware category would have been \$300 then the difference between these two categories would be \$150. If you were 18 months into your 24-month Line Term, then the downgrade fee would be calculated as follows: $\$150 / 24 = \6.25 per month x 6 months remaining for a total of \$37.50. This \$37.50 would reduce the total Termination Fees by the same amount.

- 2.13 **One-Time Activation Credit.** The One-Time Activation Credit will be applied on net new activations of eligible Lines that occur within three (3) months of the Service Effective Date of the Rogers Business Wireless Plan Services, or such other Expiry Date as may be set out on the Agreement.

In the event that you terminate or suspend Services on a Line for which a One-Time Activation Credit was granted prior to the end of the Credit Recovery Period, Rogers reserves the right to recover a pro-rated portion of the One-Time Activation Credit, as part of any Termination Fees to which Rogers is entitled. The pro-rated amount will be calculated by dividing the One-Time Activation Credit amount by the number of months in the Credit Recovery Period, and then multiplying that amount by the number of months remaining in the Credit Recovery Period for the applicable Line at the time of termination/suspension.

One-Time Activation Credits cannot be applied to Corporately Reimbursed Lines, Individually Paid Lines or to Data Only Lines, unless otherwise set out in the Agreement. The amount of the One-Time Activation Credit quoted in the Agreement is after applicable taxes.

- 2.14 **One-Time Renewal Credit.** The One-Time Renewal Credit will be applied on renewals of eligible Lines that occur within twelve (12) months of the Effective Date of the Rogers Business Wireless Plan Services, or such other Expiry Date as may be set out on the Agreement.

Lines are eligible for the One-Time Renewal Credit only if they have not received an activation, renewal or retention credit within the previous eighteen (18) months.

In the event that you terminate or suspend on a Line for which a One-Time Renewal Credit was granted prior to the end of the Credit Recovery Period, Rogers reserves the right to recover a pro-rated portion of the One-Time Renewal Credit, as part of any Termination Fees to which Rogers is entitled. The pro-rated amount will be calculated by dividing the One-Time Renewal Credit amount by the number of months in the Credit Recovery Period, and then multiplying that amount by the number of months remaining in the Credit Recovery Period for the applicable Line at the time of termination/suspension.

One-Time Renewal Credits cannot be applied to Corporately Reimbursed Lines, Individually Paid Lines, or to Data Only Lines, unless otherwise set out in the Agreement. The amount of the One-Time Renewal Credit quoted in the Agreement is after applicable taxes.

- 2.15 **Roaming.** In destinations other than Roam Like Home Destinations, Individual Flex Roaming options can be purchased by you for use. There is no cap on the number of days in a month that a Line may be charged for the Roam Like Home Destinations daily charge. All other Wireless Business Plans are available with either Individual or Shared Flex Roaming Plan options. When roaming outside of the Rogers network, certain network services may not be available, such as: Call Forwarding, Call Waiting, Call Display / Name Display, accidental roaming, etc. When roaming outside of Rogers' coverage area, you shall be responsible for all applicable charges and shall be subject to the terms and conditions of service imposed by the wireless service provider providing such roaming services in the area where roaming occurs (including limitations on liability).

- 2.16 **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. All usage is rounded up to the next highest increment (MB, minute, etc.). You agree that, to the extent there is any dispute as to the amount of data transmitted to and from a Rogers SIM card 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.

- 2.17 **Data Pooling.** For all Lines activated on Shared Pricing plan(s) eligible for pooling, smartphone data is pooled, giving you access to draw data from the pool for a monthly fee, plus applicable overage charges.
- 2.18 **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.
- 2.19 **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.
- 2.20 **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.

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.

- 2.21 **Fair Usage Policy.** To ensure you enjoy optimal experience on the Rogers' network and abroad, Rogers has implemented a Fair Usage Policy. For domestic data usage and roaming data usage, this Fair Usage Policy specifies that if a Line utilizes more than the Data at Maximum Speed allocation for its applicable plan, Rogers will throttle the wireless data throughput for such Line to the speed levels specified in the applicable plan for both domestic and roaming data for the remainder of that billing month. In addition, you may not use a Line associated with this Fair Usage Policy as a hub for other data-consuming devices not associated with the primary Line, nor otherwise use such Line in a way not typical of standard Voice and Data traffic consumption. If Rogers identifies any such non-intended usage, the Line will be migrated to a plan with appropriate data inclusions.
- 2.22 **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 you and your end-users. In respect of the provision of emergency services on a mandatory basis, Rogers is not liable for:
- vi) libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over Rogers' network from your property or premises or recorded by your Equipment or Rogers Equipment;
 - vii) damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by Rogers;
 - viii) damages arising out of the transmission of material or messages over the Rogers Wireless Network on your behalf which is in any way unlawful;
 - ix) 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.
 - x) 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 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.
- 2.23 **No Warranty. 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.

2.24

3. **Definitions.** The following definitions are used in these terms. Any capitalized terms not defined below are defined in the Agreement.

- 3.1. **“Administrative Fees”** — As set out in the Agreement.
- 3.2. **“Billing Account Number (BAN)”** — means a unique Rogers’ wireless account number.
- 3.3. **“Call Display / Name Display”** — means the visual display of the incoming call’s telephone number and incoming caller’s name, where supported by the Device. Not all incoming telephone numbers or caller’s name can be identified.
- 3.4. **“Call Forwarding”** — means a feature that allows calls made to your wireless number to be forwarded to another specified number.
- 3.5. **“Call Waiting”** — means a feature whereby a person making a wireless telephone call is notified of an incoming call and is able to place the first call on hold while answering the second.
- 3.6. **“Canadian”** — means wireless voice, data or SMS/MMS traffic both originating and terminating within Canada.
- 3.7. **“Committed Number of Lines”** — means the number of Lines (including, as applicable, any sub-commitment for voice only, data only, and voice and data combined Lines) set out in the Agreement for the Rogers Business Wireless Plan Services.
- 3.8. **“Conference Calling”** — means a feature where a person making a wireless telephone call can add additional callers to the original two-way call.
- 3.9. **“Credit Recovery Period”** — means the period of time over which Rogers may recover the amortized portion of a One-Time Activation Credit or One-Time Renewal Credit. The Credit Recovery Period is set out on the Agreement.
- 3.10. **“Deactivation Fee”** — means a one-time fee charged upon the cancellation of a Line to cover administrative costs related to the deactivation, unless otherwise set out in the Agreement.
- 3.11. **“Device”** — means a wireless telephone or Smartphone, wireless messaging device, tablet, or other wireless devices that is authorized by Rogers for use on the Rogers Wireless Network.
- 3.12. **“Device Financing Balance”** — means the amount of the original Device cost (minus any promotional offers, plus applicable taxes) that remains owing to Rogers at any particular time.

- 3.13. “Device Financing Term” — means the period of time over which you agree to repay the Device cost (minus any promotional offers, plus applicable taxes).
- 3.14. “Enhanced Voicemail” — means each enrolled Line has up to thirty-five (35) five-minute messages that can be saved for up to ten (10) days, as well as other advanced functions such as Call Return, Group List Distribution and Skip Password.
- 3.15. “Expiry Date” — means the date on which your eligibility for One-Time Activation Credits, One-Time Renewal Credits, or any other promotional offer made by Rogers to you, expires.
- 3.16. “Hardware Upgrade Fee” — means a one-time fee charged when upgrading to a new device in order to cover administrative costs related to the upgrade.
- 3.17. “International” — means wireless voice, data or SMS/MMS traffic terminating to a country other than Canada or the United States.
- 3.18. “Line(s)” — means a Device activated on a Rogers’ wireless price plan for which you are financially and legally responsible
- 3.19. “Line Term” — means the period of time that you commit to maintain the selected core price plan on a certain Line. The Line Term is determined by the Device subsidy selected by you. Following the end of the Line Term for each Line, the Line Term shall continue on a month to month basis at the then-current pricing in effect for such Line, until terminated by either Rogers or you. During any such month to month renewal of the Line Term, Rogers reserves the right to adjust the pricing for the applicable Line.
- 3.20. “Metered Data” — means any data service plan where you are required to pay a fee to consume data after a prescribed volume.
- 3.21. “MMS” — means Multimedia Messaging Service, or text messaging with enhanced features such as images, audio and video files within certain size limits.
- 3.22. “North American” — means wireless voice, data or SMS/MMS traffic terminating to Canada and the United States.
- 3.23. “No Term Device Charge” — means the advertised Device price described on Rogers.com, for a Device purchased on a monthly Line Term.
- 3.24. “Pooled” — means that the allocation of data is shared amongst your eligible Lines on a common Billing Account Number.
- 3.25. “Roam Like Home Destinations” — means Afghanistan, Aland Islands, Alaska, Albania, Algeria, Anguilla, Antigua And Barbuda, Argentina, Armenia, Aruba, Australia, Austria, Azerbaijan, Azores, Bahamas, Bangladesh, Barbados, Belarus, Belgium, Belize, Benin, Bermuda, Bolivia, Bonaire, Bosnia-Herzegovina, Botswana, Brazil, British Virgin Islands, Bulgaria, Burkina Faso, Cambodia, Cameroon, Canary Islands, Cayman Island, Central African Republic, Chile, China, Colombia, Congo (Democratic Republic of), Costa Rica, Crimea, Croatia, Cuba, Curacao, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, England, Estonia, Faroe Islands, Fiji, Finland, France, French Guiana, French Polynesia, Galapagos Islands, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guatemala, Guernsey, Guinea Bissau, Guyana, Haiti, Hawaii, Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Iraq, Ireland, Isle of Man, Israel, Italy, Ivory Coast, Jamaica, Japan, Jersey, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyz Republic, Latvia, Liberia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Madeira, Malaysia, Mali, Malta, Martinique, Mauritius, Mayotte, Mexico, Monaco, Mongolia, Montenegro, Montserrat, Morocco, Myanmar, Netherlands, New Zealand, Nicaragua, Niger, Nigeria, Northern Ireland, Norway, Oman, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Reunion, Romania, Russia, Rwanda, Saba, San Marino, Saudi Arabia, Scotland, Senegal, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sri Lanka, St Barts, St Eustatius, St Kitts And Nevis, St Lucia, St Maarten, St Martin, St Vincent And The Grenadines, Suriname, Swaziland, Sweden, Switzerland, Tahiti, Taiwan, Tajikistan, Thailand, Tonga, Trinidad And Tobago, Tunisia, Turkey, Turks And Caicos, U.S. Virgin Islands, Uganda, Ukraine, United Arab Emirates, United States, Uruguay, Vanuatu, Vatican City, Venezuela, Vietnam, Wales, West Bank, Western Samoa, and Yemen. These Roam Like Home Destinations are subject to change by Rogers at any time without prior notice.
- 3.26. “Rogers Wireless Network” — means the Rogers-owned wireless transmission facilities.

- 3.27. “Set-up Service Fee” — means a one-time fee charged upon the activation of a new Line to cover administrative costs related to the activation.
- 3.28. “SIM card” — means the Rogers SIM (Subscriber Identity Module) card that allows you to connect a Rogers’ Device to the Rogers Wireless Network.
- 3.29. “SMS” — means Short Message Service, or text messaging.
- 3.30. “Telephone Number Change Fee” — means a one-time fee charged when requesting to change a telephone number to cover administrative costs related to the telephone number change
- 3.31. “Transfer of Responsibility Fee” — means a one-time fee charged when ownership of an existing telephone number is changed. This happens when a telephone number is transferred between two different customer accounts. The fee is charged to the account that initiated the request, and is applied for each telephone number transferred to cover administrative costs related to the transfer.
- 3.32. “United States” — means wireless voice, data or SMS/MMS traffic terminating (in the case of long distance) or originating and terminating (in the case of roaming) within the United States.
- 3.33. “Visual Voicemail” — means your users can manage their iPhone voicemail messages by reviewing them in a list on their Device and can listen to those voicemail messages in any order without having to dial a voicemail number. This service is also available for compatible Android and Blackberry devices.
- 3.34. “Voicemail to Text” — means a feature where you can get a text version of the voicemail messages in addition to the audio file. This feature requires that your voicemails be processed outside of Canada by a third party provider to Rogers. This feature is not compatible with iPhone Visual Voicemail. Device must support MMS messaging. This voicemail service uses data, but you do not require a data plan to use the service. There are no charges when you are using Voicemail-to-Text in Canada. However, Data roaming charges will incur when roaming outside of Canada.
- 3.35. “Zone 2” — means Aland Islands, Albania, Andorra, Armenia, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Greenland, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovak Republic, Slovenia, Spain, St. Pierre & Miquelon, Sweden, Switzerland, Turkey, Ukraine, United Kingdom, Vatican City. The countries included in Zone 2 are subject to change by Rogers at any time without prior notice.
- 3.36. “Zone 2A” — means Anguilla, Antigua and Barbuda, Aruba, Australia, Bahamas, Barbados, Bermuda, British Virgin Islands, Bonaire, Cayman Islands, China, Curacao, Dominica, Dominican Republic, French Guiana, Grenada, Guadeloupe, Haiti, Hong Kong, India, Jamaica, Japan, Martinique, Mexico, Montserrat, New Zealand, Saba, South Korea, St. Bartelemy, St. Eustatius, St. Kitts and Nevis, St. Lucia, St. Maarten, St. Martin, St. Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos. The countries included in Zone 2A are subject to change by Rogers at any time without prior notice.
- 3.37. “Zone 3” — means Afghanistan, Argentina, Azerbaijan, Bahrain, Bangladesh, Belize, Bhutan, Bolivia, Brazil, Brunei Darussalam, Cambodia, Chile, Colombia, Cook Islands, Costa Rica, East Timor, Ecuador, El Salvador, Falkland Islands, Fiji, Galapagos Islands, Georgia, Guam, Guatemala, Guyana, Honduras, Indonesia, Iraq, Israel, Jordan, Kazakhstan, Kuwait, Kyrgyz Republic, Laos, Macau, Malaysia, Maldives, Mongolia, Myanmar, Nauru, Nepal, New Caledonia, Nicaragua, Northern Mariana Islands, Oman, Pakistan, Palestine, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Russia, Samoa, Saudi Arabia, Singapore, Sri Lanka, Suriname, Taiwan, Tajikistan, Thailand, Tonga, Turkmenistan, United Arab Emirates, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, Yemen. The countries included in Zone 3 are subject to change by Rogers at any time without prior notice.
- 3.38. “Zone 4” — means Algeria, Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo (Democratic Rep. of), Congo (Peoples Rep. of), Djibouti, Egypt, Equatorial Guinea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Ivory Coast, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mayotte, Morocco, Mozambique, Namibia, Niger, Nigeria, Reunion, Rwanda, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, South Sudan, Sudan, Swaziland, Tanzania, Togo, Tunisia, Uganda, Western Sahara, Zambia, Zanzibar, Zimbabwe. The countries included in Zone 4 are subject to change by Rogers at any time without prior notice.

Advantage Mobility

The following terms pertain specifically to the Advantage Mobility Plan supplied by Rogers to you.

These terms pertain specifically to the Advantage Mobility Plan (“**Advantage Mobility Plan**”) which provides a bundle discount on both the Rogers Wireless Unlimited Data Plan with Max Speed Data provided pursuant to these terms and on eligible Rogers Business Internet plans and or Office 365 Services.

- 1.1. **Extended Coverage.** Extended Coverage is meant to provide additional wireless coverage within Canada, outside of the Rogers Wireless Network, without incurring roaming charges. Extended Coverage is intended for occasional use; the majority of your end-user’s monthly usage (voice, data and SMS) must occur on the Rogers Wireless Network. If the majority of your end-user’s monthly usage occurs within Extended Coverage areas, Rogers may restrict or limit your end-user’s access to Extended Coverage on an ongoing basis. Further, where Rogers identifies that your usage while utilizing Extended Coverage is excessive, Rogers reserves the right to charge you a reasonable fee for such excessive usage, or, alternatively, to block such end-user from utilizing Extended Coverage going forward.

Your Rogers Device will always connect to the Rogers Wireless Network if it is available. Once your end-user has left the Rogers Wireless Network and has entered an Extended Coverage area, the end-user’s Device will automatically connect to Extended Coverage. If your end-user is on a call when they enter an Extended Coverage area, the call will drop. Once EXT appears on the end-user’s Device screen, they can call back to complete their call. A few enhanced features may not be available while in an Extended Coverage area, including:

- Call Display / Name Display
- 4-1-1 Directory Assistance Call Completion
- Pound numbers (#) and short codes
- N-1-1 codes:
- 2-1-1 Community Information
- 3-1-1 Non-Emergency Municipal Government
- 5-1-1 Weather & Traveler Information
- 7-1-1 Access to Message Relay Service (MRS) by the deaf
- 8-1-1 Non-urgent Health Triage Services

Please note that Rogers and its roaming partners may, without notice, change geographical coverage areas. Rogers is not liable to you for any loss suffered as a result of any disruptions or outages to Extended Coverage, or as a result of any changes to Extended Coverage areas.

- 1.2. **Wi-Fi Calling.** Wi-Fi Calling enables your end-user to use a compatible Rogers Device to make and receive phone calls, and send and receive messages, over a Wi-Fi Network. This means your end-user would still be able to call and text even in areas where the Rogers Wireless Network coverage is limited, such as office buildings, factories and plants, as long as the device is configured to use a Wi-Fi connection. The end-user needs to enable Wi-Fi Calling on their compatible Rogers Device, accepting the Terms & Conditions and registering an emergency 9-1-1 address for emergency calls. There is no additional fee to use this feature and, in most cases, when Wi-Fi Calling is enabled and the end-user has access to both Wi-Fi Calling and a mobile network, the device will automatically default to use Wi-Fi Calling. This applies both when the end-user is within Canada and when roaming outside of Canada. A list of eligible devices and more details about this feature are available at www.rogers.com/wificalling.

If your end-user uses Wi-Fi Calling while outside of Canada, the following will be deducted from the wireless plan without incurring any long distance or roaming charges:

- vii) Incoming calls and text messages received from anywhere in the world.
- viii) Outgoing calls and text messages made or sent to a Canadian number.

Roaming and/or long distance charges will vary depending on the roaming option you have on the account. If you have Roam Like Home, outgoing Wi-Fi Calling calls or text messages made to a non-Canadian number will trigger the Roam Like Home daily charge. If the end-user has already incurred this charge, then all outgoing Wi-Fi Calling calls, and text messages made or sent during the period for which the

charge was incurred will be covered under the initial Roam Like Home charge. If you have Flex Roaming, all outgoing Wi-Fi Calling calls and text messages to a non-Canadian number will be deducted from the tiers according to the country Zone. If the end-user exceeds the limit on a specific tier, overage rates outlined in the agreement will apply.

IMPORTANT: WI-FI CALLING HAS DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICES. PLEASE REVIEW ALL LIMITATIONS ON YOUR DEVICE WHEN YOU ENABLE THE FEATURE PRIOR TO ACTIVATION. IF YOU DO NOT AGREE, DO NOT ENABLE THE FEATURE. To learn more, please visit www.rogers.com/911.

- 1.3. **IMPORTANT INFORMATION ABOUT THE DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1**
IMPORTANT: WI-FI CALLING HAS DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICES. PLEASE REVIEW ALL LIMITATIONS ON YOUR DEVICE WHEN YOU ENABLE THE FEATURE PRIOR TO ACTIVATION. IF YOU DO NOT AGREE, DO NOT ENABLE THE FEATURE. To learn more, please visit www.rogers.com/911.

By using Wi-Fi Calling, you acknowledge and agree to the information in this section regarding the limitations of using Wi-Fi Calling for dialing 9-1-1. If you are not comfortable with these limitations, Rogers recommends not using Wi-Fi Calling, or consider an alternate means for accessing traditional 9-1-1 emergency services. Rogers recommends that the user keep an alternative phone service handy to increase the reliability of access to emergency services during any service interruption. **Note:** Wi-Fi Calling cannot support emergency calls made outside of Canada or the United States. The user of Wi-Fi Calling must ensure they are connected to a mobile network when attempting to make an emergency call outside of Canada or the United States to be routed to the nearest emergency services. You agree to inform all your employees or users who activate Wi-Fi Calling on the device of the following limitations and requirements.

- 1.3.1. **9-1-1 Emergency Address.** When Wi-Fi Calling is first activated, the user will be asked to provide the full address for their most likely location (your “9-1-1 Emergency Address”). Each user may only register one (1) 9-1-1 Emergency Address and it must be a location in Canada or the United States. If a U.S address is entered, it must not be used for more than six (6) months of any given calendar year. If your user(s) fail to comply with this requirement or Rogers suspects you or your users have provided false, inaccurate or incomplete location information, Rogers has the right to restrict your user(s) current and/or future ability to access Wi-Fi Calling. Rogers will not, however, disable the ability to place a 9-1-1 call during any such restriction.
- 1.3.2. **Placing 9-1-1 Calls.** If your user dials 9-1-1 from a traditional wireless Device, the call will attempt to route over the mobile network, to the proper Public Safety Answering Point (“PSAP”) based on the location the call is placed from. If your user dials 9-1-1 while using Wi-Fi Calling, the call will try to route over the cellular network if such network is available to complete the call as a Wireless E9-1-1 call, providing a more enhanced 9-1-1 service. When the cellular network is unavailable, the call routes to a specialized emergency call centre that will transfer the call to the correct PSAP by using the 9-1-1 Emergency Address specified by your user or based on the location your user has provided to the 9-1-1 operator. Your user must immediately inform the 9-1-1 operator of their location (or the location of the emergency, if different) if they are able to do so. It is important that your user does not hang up unless directly told to do so, and if disconnected, immediately dials 9-1-1 again. Your user should also be prepared to provide their call-back number to the 9-1-1 operator. If your user dials 9-1-1 and the connection is lost, the call to 9-1-1 will drop and the specialized emergency call centre and/or PSAP may not have any method of re-connecting with the caller. If this occurs, your user must dial 9-1-1 again. If your user disables the cellular radio on their mobile device, they may be prompted to enable the cellular signal to complete the 9-1-1 call. The option to enable the cellular radio to complete a 9-1-1 call as a wireless E9-1-1 call should always be selected.
- 1.3.3. **Accuracy of 9-1-1 Information.** You agree and must ensure that your users agree to provide true, accurate, current and complete 9-1-1 Emergency Address and other information to Rogers and is responsible for maintaining and updating the 9-1-1 Emergency Address associated with their Device. If your user does not update their 9-1-1 Emergency Address and does not correctly identify the location of the emergency, 9-1-1 calls made using Wi-Fi Calling, will be routed based on the previously provided 9-1-1 Emergency Address and therefore may be routed to the incorrect PSAP for the emergency location. If your user is unable to speak, the dispatcher may not be able to locate the caller if your user has failed to update their 9-1-1 Emergency Address. Your user(s) may update their 9-1-1 Emergency Address in the settings

section of their Device. During certain periods, updates to the 9-1-1 Emergency Address may not be reflected instantly (e.g., during IT maintenance periods). When your user registers or updates their 9-1-1 Emergency Address, it will be validated for accuracy through a Canada Post and PSAP validation service. If the validation service is not able to recognize the proposed 9-1-1 Emergency Address your user provided, your user will be provided with a recommendation for correction of the 9-1-1 Emergency Address. If your user chooses to override the recommendation, their 9-1-1 Emergency Address may not be properly validated and updated. Therefore, in the event of an emergency, it is important that your user immediately inform the 9-1-1 operator of the location they are calling from (or the location of the emergency, if different). It is strongly encouraged that each of your users always have an alternate means of accessing 9-1-1.

- 1.3.4. **Connection Time and Technical Difficulties.** For technical reasons, a 9-1-1 call may produce a busy signal or take longer to answer as compared to traditional 9-1-1 calls. 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 Wi-Fi Calling 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 the Agreement.
- 1.3.5. **Features Not Available for 9-1-1 Wi-Fi Calling.** The following features will not be available for 9-1-1 Wi-Fi Calling: Call Transfer (your user 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 (your user cannot forward calls to 9-1-1). In addition, your user will not be able to put a 9-1-1 call on hold. T9-1-1 Service is not available for 9-1-1 Wi-Fi Calling (your user cannot communicate with 9-1-1 operators via text message for deaf, hard of hearing or speech impaired users).
- 1.3.6. **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 Wi-Fi Calling, 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.
- 1.4. **Rogers Business Self-Serve.** Rogers Business Self-Serve (RBSS) is a secure and integrated online billing, payment, and reporting system based upon a J2EE/Oracle platform. It includes monthly billing information for your wireless services provided by Rogers, as well as permitting you to automatically generate reports on a wide-range of wireless services (voice, data, SMS) provided by Rogers.

RBSS is a versatile web-based online billing and reporting tool that is available at no charge to you when the Shared Unlimited Data Plans are purchased. RBSS offers you features including the ability to view or download invoices, make a payment, manage users and create groups, grant access to RBSS based on a group profile, create and download reports or cancel paper bills.

- 1.5. **Split Billing:** Split Billing may be provided for an additional monthly fee, as set out in the Agreement, under the following conditions: (i) You must direct Rogers on the split ratio of monthly service fee, specifying what amount is to be charged to you and what amount is to be charged to the applicable department(s) and/or End User(s); (ii) You must provide the contact details (name, telephone number, address, etc.) for the departments and/or End Users who will be paying for their portion of the split bill; (iii) Rogers receives a valid credit card for the End Users' portion of the split bill, as applicable, for payment of the End Users' portion of the monthly service fee on the applicable Line and any incidental usage-based charges; (iv) You agree that you are ultimately responsible for all charges on the account and that any charges that are split with a Department or End User that are not paid by their due date will be transferred up to your account; (v) split billing only takes effect the next billing cycle following activation; (vi) any Line that has had charges transferred to you due to non-payment more than one time will lose their split billing privileges and 100% of all subsequent charges will be on your account.

2. **Terms and Conditions.**

2.1. **Bundle Discount Eligibility.** You must meet the eligibility requirements set out in these terms in order to qualify for the bundle discount and receive the bundle discounts on their eligible services. If at any time you fail to meet any of the requirements, the bundle discount will be discontinued from all Services immediately. Only those service plans listed in Section 2.4 & 2.5 below are eligible to receive bundle discounts.

2.2. **Migrating from Another Rogers' Wireless Price Plan.** Where you are migrating to the Advantage Mobility Plan from another Rogers' wireless price plan, the Advantage Mobility Plan pricing will take effect on the first day of your next wireless billing cycle, unless otherwise indicated by Rogers. Any of your previously existing price plans will be deleted and replaced in their entirety by the Advantage Mobility Plan. Where the Advantage Mobility Plan pricing set out on the Agreement includes pricing elements that must be customized on Rogers' billing system prior to your Lines being able to migrate or activate on such customized pricing, the Service Effective Date for the Advantage Mobility Plan shall be the date on which such customized pricing is available to you.

2.3. **Eligible Business Wireless Plan.** You must maintain at least one eligible Business Wireless Plan in order to qualify for the bundle discount. The following Business Wireless Plan is eligible for the bundle discount:
i) Advantage Mobility Plan with Max Speed Data

2.4. **Eligible Business Internet Plans.** If you this bundle, you must maintain at least one eligible Business Internet service plan in order to qualify for the bundle discount. The following Business Internet service plans are eligible for the bundle discount:
i) Roger Business Internet Gigabit on a three (3) or five (5) year term.
ii) Rogers Business Internet 750u on a three (3) or five (5) year term.
iii) Rogers Business Internet 500u on a three (3) or five (5) year term.
iv) Rogers Business Internet 300u on a three (3) or (5) year term.
v) Rogers Business Internet 150u on a three (3) or five (5) year term.

2.5. **Eligible Rogers Business Fiber Services**
i) Rogers Business Fiber – Advantage Mobility - \$139.99 (3 year) or \$129.99 (5 year)

2.6. **Eligible O365 Services.** If you select this bundle, you must maintain an eligible Office 365 service as noted below in order to qualify for the bundle discount. The following Office 365 services are eligible for the bundle discount:
i) Microsoft 365 Business Basic (\$0 for first 6 months with Advantage Mobility, \$6.40 thereafter)

2.7. **Uniform Billing Account.** The bundle discount requirements are assessed based on the Services being provided under a single account with a single billing address. If the bundle discount requirements are not maintained on the same account with the same billing address for all of the Services, the bundle discount will discontinue for all Services. The bundle discount is also conditional on having all Services receiving the discount be billed to the same account and have the same billing address.

2.8. **Bundle Discount Application.** When you are subscribed to the eligible services described above and meets the other bundle discount eligibility requirements, a \$55.00 monthly discount will be applied to your account for each eligible wireless plan and a \$35.00 monthly discount will be applied to your account for each eligible Business Internet plan.

2.9. **Committed Number of Lines.** You have ninety (90) days from the date the pricing set out above is available to be loaded on your Lines (the "**Commitment Date**") to activate the Committed Number of Lines, as set out in your Agreement. If (A) the Committed Number of Lines is not met by the Commitment Date, or (B) the activated number of Lines falls below the Committed Number of Lines (or any sub-commitment) at any time after the Commitment Date; then the pricing set forth above and in the Agreement shall be subject to change at Rogers' sole discretion.

2.10. **Discount Eligibility.** Where your pricing for Rogers Business Wireless Plan Services has been discounted, as reflected in the Agreement, such discounting is subject to you attaining the Committed Number of Lines (as set out in the Agreement) by the Commitment Date and maintaining the Committed Number Lines for the duration of the Service Term for Rogers Business Wireless Plan Services. In the event you do not

attain or maintain the Committed Number of Lines, Rogers reserves the right to remove any such discounting on your existing Lines and on any Lines subsequently activated by you.

- 2.11. **Ordering the Services.** Services may from time to time be ordered by you for use by any one or more officers or employees of yours (each an “**Employee**”), as applicable, by requesting to activate a Line. The activation of each new SIM card may be subject to a Set-up Service Fee, as set out in the Agreement. You acknowledge and agree that you shall be liable for all amounts owing to Rogers for Lines. To order Lines, you shall have the applicable authorized person, as set forth on your Rogers account details, submit to Rogers an activation request containing the information required by Rogers.
- 2.12. **Termination Fee.** A Termination Fee applies if Rogers provided an economic inducement when the Line Term was agreed to, and if the Line is terminated prior to the end of the Line Term. The Termination Fee is equal to the amount of the economic inducement multiplied by the number of months remaining in the Line Term at the time of termination divided by the total number of months of the Line Term (plus applicable taxes). In other words, Termination Fee = amount of economic inducement x # months left in the Line Term ÷ total # months in the Line Term + applicable taxes.

The amount of the economic inducement is equal to the aggregated total of all credits provided (activation, conversion, renewal, or otherwise) and the Device Savings Recovery Fee (the “**DSRF**”), which is equal to the No Term Device Charge, less the amount you paid for the Device at the time of activation.

The parties acknowledge and agree that the Termination Fees are payable by you when a Line is terminated prior to the end of the agreed upon Line Term as a genuine pre-estimate of liquidated damages and not as a penalty.

Termination Fees are in addition to any applicable Administrative Fees.

- 2.13. **Termination Fee Waiver.** Unless otherwise stated, where an amount of Termination Fee waivers is set out in the Agreement, you may deactivate such amount of Lines during the Initial Service Term, (excluding porting activity) without paying the Termination Fees or Deactivation Fee, provided that the number of active and eligible Lines at the time such deactivation is requested by you are equal to or greater than the Committed Number of Lines. Where the Termination Fee waivers are expressed in the Agreement as a percentage, such percentage is based on the Committed Number of Lines for Voice Only and for Voice and Data combined, rounded down to the nearest whole number, and exclude any Committed Number of Lines for Data Only.
- 2.14. **Devices.** All Devices purchased from Rogers are covered 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 you upon receipt at your premises. Title to any Device purchased outright from Rogers or subsidized via Rogers’ device subsidy program shall pass to you upon receipt at your premises. Title to any Device purchased through a financing program will remain with Rogers and shall only pass to you following full payment for the Device. 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.
- 2.15. **Hardware Fees.** Where you purchase a Device from Rogers and activates the Device on an unsubsidized Core Price Plan, you will be charged the No Term Device Price then advertised at <http://enterprise.rogers.com/en/products-plans/phones-devices>, minus any promotional offers made by Rogers to you at the time of purchase. Where eligible, you may be able to finance the resulting Device balance through the Rogers Device Financing Program (see below for details). Where you purchase a Device from Rogers and activates the Device on a subsidized Core Price Plan, you will receive a subsidized discount associated with the applicable hardware subsidy tier. This fixed amount discount is subject to change by Rogers at any time, without notice to you.
- 2.16. **Rogers Device Financing Program.** Where eligible, you will have the option to finance a purchased Device through the Rogers Device Financing Program. This program allows you to finance the Device cost (the No Term Device Price minus any promotional offers, plus applicable taxes) over a Device Financing Term, making equal monthly payments to Rogers until the Device balance is paid in full. The costs of

financing (e.g. interest rate, PPSA registration costs, the amount financed) may be added to the purchase cost and will also be amortized over the Device Financing Term, such costs to be quoted to you at the time of financing. Upon cancellation of the Line for any reason, including the migration of the Line to another customer, the remaining Device Financing Balance will become immediately payable.

2.17. **Early Hardware Upgrade.** Unless otherwise stated in the Agreement, if a Line on a subsidized Core Price Plan chooses to upgrade its hardware Device prior to fulfilling its Line Term (but not before one month after the Device's activation), then a one-time charge for the applicable Line will apply for each month remaining in the applicable Line Term. This one-time charge is the amount of the DSRF remaining for the applicable Line Term, which will be calculated as follows: the DSRF divided by the number of months in the applicable Line Term, multiplied by the number of months remaining within the applicable Line Term. For example: \$500.00 (DSRF) divided by 24 (number of months in the Line Term) = \$20.83. This amount is then multiplied by 9 months (length of time remaining in the Line Term) = \$187.50. Devices financed through the Rogers Device Financing Program are not eligible for an early hardware upgrade, so you would be required to cancel the Device financing and pay the full Device Financing Balance, prior to being eligible to purchase or finance a new Device associated with a particular Line. In addition, each Line receiving a Hardware Upgrade may be subject to a Hardware Upgrade Fee, as set out in the Agreement.

2.18. **Early Hardware Upgrade Waiver.** Where an amount of early hardware upgrade (pre-HUP) waivers is set out in the Agreement, you may upgrade such amount of Lines each year (the twelve (12) month period beginning on the Service Effective Date for the Rogers Business Wireless Plan Services) during the Initial Service Term, without paying the Early Hardware Upgrade amount set out above, provided that the Device associated with the Line in question has been active for a minimum of one (1) month, and provided that the number of active and eligible Lines at the time such early hardware upgrade waiver is requested by you are equal to or greater than the Committed Number of Lines. Where the pre-HUP waivers are expressed in the Agreement as a percentage, such percentage is based on the Committed Number of Lines for Voice Only and for Voice and Data combined, rounded down to the nearest whole number, and exclude any Committed Number of Lines for Data Only.

2.19. **Downgrade Fee.** If you choose to downgrade a Line to a core price plan with a lower tier of hardware subsidy eligibility during the Line Term, then you will be charged a one-time hardware downgrade fee. The downgrade fee is based on the difference between the DSRF at time of activation and the DSRF in the lower tier hardware category at the time the Device was activated. This downgrade fee will ultimately reduce the Termination Fees owed to Rogers.

For example, if the DSRF received by you at time of activation was \$450 and the DSRF at time of activation in the lower tier hardware category would have been \$300 then the difference between these two categories would be \$150. If you were 18 months into your 24-month Line Term, then the downgrade fee would be calculated as follows: $\$150 / 24 = \6.25 per month x 6 months remaining for a total of \$37.50. This \$37.50 would reduce the total Termination Fees by the same amount.

2.20. **One-Time Activation Credit.** The One-Time Activation Credit will be applied on net new activations of eligible Lines that occur within three (3) months of the Service Effective Date of the Rogers Business Wireless Plan Services, or such other Expiry Date as may be set out on the Agreement.

In the event that you terminate or suspend Services on a Line for which a One-Time Activation Credit was granted prior to the end of the Credit Recovery Period, Rogers reserves the right to recover a pro-rated portion of the One-Time Activation Credit, as part of any Termination Fees to which Rogers is entitled. The pro-rated amount will be calculated by dividing the One-Time Activation Credit amount by the number of months in the Credit Recovery Period, and then multiplying that amount by the number of months remaining in the Credit Recovery Period for the applicable Line at the time of termination/suspension.

One-Time Activation Credits cannot be applied to Corporately Reimbursed Lines, Individually Paid Lines or to Data Only Lines, unless otherwise set out in the Agreement. The amount of the One-Time Activation Credit quoted in the Agreement is after applicable taxes.

- 2.21. **One-Time Renewal Credit.** The One-Time Renewal Credit will be applied on renewals of eligible Lines that occur within twelve (12) months of the Effective Date of the Rogers Business Wireless Plan Services, or such other Expiry Date as may be set out on the Agreement.

Lines are eligible for the One-Time Renewal Credit only if they have not received an activation, renewal or retention credit within the previous eighteen (18) months.

In the event that you terminate or suspend Services on a Line for which a One-Time Renewal Credit was granted prior to the end of the Credit Recovery Period, Rogers reserves the right to recover a pro-rated portion of the One-Time Renewal Credit, as part of any Termination Fees to which Rogers is entitled. The pro-rated amount will be calculated by dividing the One-Time Renewal Credit amount by the number of months in the Credit Recovery Period, and then multiplying that amount by the number of months remaining in the Credit Recovery Period for the applicable Line at the time of termination/suspension.

One-Time Renewal Credits cannot be applied to Corporately Reimbursed Lines, Individually Paid Lines, or to Data Only Lines, unless otherwise set out in the Agreement. The amount of the One-Time Renewal Credit quoted in the Agreement is after applicable taxes.

- 2.22. **Roaming.** In destinations other than Roam Like Home Destinations, Individual Flex Roaming options can be purchased by you for use. There is no cap on the number of days in a month that a Line may be charged for the Roam Like Home Destinations daily charge. All other Wireless Business Plans are available with either Individual or Shared Flex Roaming Plan options. When roaming outside of the Rogers network, certain network services may not be available, such as: Call Forwarding, Call Waiting, Call Display / Name Display, accidental roaming, etc. When roaming outside of Rogers' coverage area, you shall be responsible for all applicable charges and shall be subject to the terms and conditions of service imposed by the wireless service provider providing such roaming services in the area where roaming occurs (including limitations on liability).
- 2.23. **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. All usage is rounded up to the next highest increment (MB, minute, etc.). You agree that, to the extent there is any dispute as to the amount of data transmitted to and from a Rogers SIM card 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.
- 2.24. **Data Pooling.** For all Lines activated on Shared Pricing plan(s) eligible for pooling, smartphone data is pooled, giving you access to draw data from the pool for a monthly fee, plus applicable overage charges.
- 2.25. **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.
- 2.26. **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.
- 2.27. **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.

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.

2.28. **Fair Usage Policy.** To ensure you enjoy optimal experience on the Rogers' network and abroad, Rogers has implemented a Fair Usage Policy. For domestic data usage and roaming data usage, this Fair Usage Policy specifies that if a Line utilizes more than the Data at Maximum Speed allocation for its applicable plan, Rogers will throttle the wireless data throughput for such Line to the speed levels specified in the applicable plan for both domestic and roaming data for the remainder of that billing month. In addition, you may not use a Line associated with this Fair Usage Policy as a hub for other data-consuming devices not associated with the primary Line, nor otherwise use such Line in a way not typical of standard Voice and Data traffic consumption. If Rogers identifies any such non-intended usage, the Line will be migrated to a plan with appropriate data inclusions.

2.29. **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 you and your end-users. In respect of the provision of emergency services on a mandatory basis, Rogers is not liable for:

- xi) libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over Rogers' network from your property or premises or recorded by your Equipment or Rogers Equipment;
- xii) damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by Rogers;
- xiii) damages arising out of the transmission of material or messages over the Rogers Wireless Network on your behalf which is in any way unlawful;
- xiv) 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.
- xv) 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 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.

2.30. **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.

3. **Definitions.** The following definitions are used in these terms. Any capitalized terms not defined below are defined in the Agreement.
- 3.1. “Administrative Fees” — As set out in the Agreement.
- 3.2. “Billing Account Number (BAN)” — means a unique Rogers’ wireless account number.
- 3.3. “Call Display / Name Display” — means the visual display of the incoming call’s telephone number and incoming caller’s name, where supported by the Device. Not all incoming telephone numbers or caller’s name can be identified.
- 3.4. “Call Forwarding” — means a feature that allows calls made to your wireless number to be forwarded to another specified number.
- 3.5. “Call Waiting” — means a feature whereby a person making a wireless telephone call is notified of an incoming call and is able to place the first call on hold while answering the second.
- 3.6. “Canadian” — means wireless voice, data or SMS/MMS traffic both originating and terminating within Canada.
- 3.7. “Committed Number of Lines” — means the number of Lines (including, as applicable, any sub-commitment for voice only, data only, and voice and data combined Lines) set out in the Agreement for the Rogers Business Wireless Plan Services.
- 3.8. “Conference Calling” — means a feature where a person making a wireless telephone call can add additional callers to the original two-way call.
- 3.9. “Credit Recovery Period” — means the period of time over which Rogers may recover the amortized portion of a One-Time Activation Credit or One-Time Renewal Credit. The Credit Recovery Period is set out on the Agreement.
- 3.10. “Deactivation Fee” — means a one-time fee charged upon the cancellation of a Line to cover administrative costs related to the deactivation, unless otherwise set out in the Agreement.
- 3.11. “Device” — means a wireless telephone or Smartphone, wireless messaging device, tablet, or other wireless devices that is authorized by Rogers for use on the Rogers Wireless Network.
- 3.12. “Device Financing Balance” — means the amount of the original Device cost (minus any promotional offers, plus applicable taxes) that remains owing to Rogers at any particular time.
- 3.13. “Device Financing Term” — means the period of time over which you agree to repay the Device cost (minus any promotional offers, plus applicable taxes).
- 3.14. “Enhanced Voicemail” — means each enrolled Line has up to thirty-five (35) five-minute messages that can be saved for up to ten (10) days, as well as other advanced functions such as Call Return, Group List Distribution and Skip Password.
- 3.15. “Expiry Date” — means the date on which your eligibility for One-Time Activation Credits, One-Time Renewal Credits, or any other promotional offer made by Rogers to you, expires.
- 3.16. “Hardware Upgrade Fee” — means a one-time fee charged when upgrading to a new device in order to cover administrative costs related to the upgrade.
- 3.17. “International” — means wireless voice, data or SMS/MMS traffic terminating to a country other than Canada or the United States.
- 3.18. “Line(s)” — means a Device activated on a Rogers’ wireless price plan for which you are financially and legally responsible
- 3.19. “Line Term” — means the period of time that you commit to maintain the selected core price plan on a certain Line. The Line Term is determined by the Device subsidy selected by you. Following the end of the Line Term for each Line, the Line Term shall continue on a month to month basis at the then-current pricing in effect for such Line, until terminated by either Rogers or you. During any such month to month renewal of the Line Term, Rogers reserves the right to adjust the pricing for the applicable Line.
- 3.20. “Metered Data” — means any data service plan where you are required to pay a fee to consume data after a prescribed volume.

- 3.21. “MMS” — means Multimedia Messaging Service, or text messaging with enhanced features such as images, audio and video files within certain size limits.
- 3.22. “North American” — means wireless voice, data or SMS/MMS traffic terminating to Canada and the United States.
- 3.23. “No Term Device Charge” — means the advertised Device price described on Rogers.com, for a Device purchased on a monthly Line Term.
- 3.24. “Pooled” — means that the allocation of data is shared amongst your eligible Lines on a common Billing Account Number.
- 3.25. “Roam Like Home Destinations” — means Afghanistan, Aland Islands, Alaska, Albania, Algeria, Anguilla, Antigua And Barbuda, Argentina, Armenia, Aruba, Australia, Austria, Azerbaijan, Azores, Bahamas, Bangladesh, Barbados, Belarus, Belgium, Belize, Benin, Bermuda, Bolivia, Bonaire, Bosnia-Herzegovina, Botswana, Brazil, British Virgin Islands, Bulgaria, Burkina Faso, Cambodia, Cameroon, Canary Islands, Cayman Island, Central African Republic, Chile, China, Colombia, Congo (Democratic Republic of), Costa Rica, Crimea, Croatia, Cuba, Curacao, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, England, Estonia, Faroe Islands, Fiji, Finland, France, French Guiana, French Polynesia, Galapagos Islands, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guatemala, Guernsey, Guinea Bissau, Guyana, Haiti, Hawaii, Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Iraq, Ireland, Isle of Man, Israel, Italy, Ivory Coast, Jamaica, Japan, Jersey, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyz Republic, Latvia, Liberia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Madeira, Malaysia, Mali, Malta, Martinique, Mauritius, Mayotte, Mexico, Monaco, Mongolia, Montenegro, Montserrat, Morocco, Myanmar, Netherlands, New Zealand, Nicaragua, Niger, Nigeria, Northern Ireland, Norway, Oman, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Reunion, Romania, Russia, Rwanda, Saba, San Marino, Saudi Arabia, Scotland, Senegal, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sri Lanka, St Barts, St Eustatius, St Kitts And Nevis, St Lucia, St Maarten, St Martin, St Vincent And The Grenadines, Suriname, Swaziland, Sweden, Switzerland, Tahiti, Taiwan, Tajikistan, Thailand, Tonga, Trinidad And Tobago, Tunisia, Turkey, Turks And Caicos, U.S. Virgin Islands, Uganda, Ukraine, United Arab Emirates, United States, Uruguay, Vanuatu, Vatican City, Venezuela, Vietnam, Wales, West Bank, Western Samoa, and Yemen. These Roam Like Home Destinations are subject to change by Rogers at any time without prior notice.
- 3.26. “Rogers Wireless Network” — means the Rogers-owned wireless transmission facilities.
- 3.27. “Set-up Service Fee” — means a one-time fee charged upon the activation of a new Line to cover administrative costs related to the activation.
- 3.28. “SIM card” — means the Rogers SIM (Subscriber Identity Module) card that allows you to connect a Rogers’ Device to the Rogers Wireless Network.
- 3.29. “SMS” — means Short Message Service, or text messaging.
- 3.30. “Telephone Number Change Fee” — means a one-time fee charged when requesting to change a telephone number to cover administrative costs related to the telephone number change
- 3.31. “Transfer of Responsibility Fee” — means a one-time fee charged when ownership of an existing telephone number is changed. This happens when a telephone number is transferred between two different customer accounts. The fee is charged to the account that initiated the request, and is applied for each telephone number transferred to cover administrative costs related to the transfer.
- 3.32. “United States” — means wireless voice, data or SMS/MMS traffic terminating (in the case of long distance) or originating and terminating (in the case of roaming) within the United States.
- 3.33. “Visual Voicemail” — means your users can manage their iPhone voicemail messages by reviewing them in a list on their Device and can listen to those voicemail messages in any order without having to dial a voicemail number. This service is also available for compatible Android and Blackberry devices.
- 3.34. “Voicemail to Text” — means a feature where you can get a text version of the voicemail messages in addition to the audio file. This feature requires that your voicemails be processed outside of Canada by a third party provider to Rogers. This feature is not compatible with iPhone Visual Voicemail. Device must support MMS messaging. This voicemail service uses data, but you do not require a data plan to use the

service. There are no charges when you are using Voicemail-to-Text in Canada. However, Data roaming charges will incur when roaming outside of Canada.

- 3.35. “Zone 2” — means Aland Islands, Albania, Andorra, Armenia, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Greenland, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovak Republic, Slovenia, Spain, St. Pierre & Miquelon, Sweden, Switzerland, Turkey, Ukraine, United Kingdom, Vatican City. The countries included in Zone 2 are subject to change by Rogers at any time without prior notice.
- 3.36. “Zone 2A” — means Anguilla, Antigua and Barbuda, Aruba, Australia, Bahamas, Barbados, Bermuda, British Virgin Islands, Bonaire, Cayman Islands, China, Curacao, Dominica, Dominican Republic, French Guiana, Grenada, Guadeloupe, Haiti, Hong Kong, India, Jamaica, Japan, Martinique, Mexico, Montserrat, New Zealand, Saba, South Korea, St. Bartelemy, St. Eustatius, St. Kitts and Nevis, St. Lucia, St. Maarten, St. Martin, St. Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos. The countries included in Zone 2A are subject to change by Rogers at any time without prior notice.
- 3.37. “Zone 3” — means Afghanistan, Argentina, Azerbaijan, Bahrain, Bangladesh, Belize, Bhutan, Bolivia, Brazil, Brunei Darussalam, Cambodia, Chile, Colombia, Cook Islands, Costa Rica, East Timor, Ecuador, El Salvador, Falkland Islands, Fiji, Galapagos Islands, Georgia, Guam, Guatemala, Guyana, Honduras, Indonesia, Iraq, Israel, Jordan, Kazakhstan, Kuwait, Kyrgyz Republic, Laos, Macau, Malaysia, Maldives, Mongolia, Myanmar, Nauru, Nepal, New Caledonia, Nicaragua, Northern Mariana Islands, Oman, Pakistan, Palestine, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Russia, Samoa, Saudi Arabia, Singapore, Sri Lanka, Suriname, Taiwan, Tajikistan, Thailand, Tonga, Turkmenistan, United Arab Emirates, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, Yemen. The countries included in Zone 3 are subject to change by Rogers at any time without prior notice.
- 3.38. “Zone 4” — means Algeria, Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo (Democratic Rep. of), Congo (Peoples Rep. of), Djibouti, Egypt, Equatorial Guinea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Ivory Coast, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mayotte, Morocco, Mozambique, Namibia, Niger, Nigeria, Reunion, Rwanda, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, South Sudan, Sudan, Swaziland, Tanzania, Togo, Tunisia, Uganda, Western Sahara, Zambia, Zanzibar, Zimbabwe. The countries included in Zone 4 are subject to change by Rogers at any time without prior notice.

Data Only Price Plans

The following terms pertain specifically to Data Only Price Plans supplied by Rogers to you.

Under these terms, the following subsidized and unsubsidized Data Only price plans will be available to you in a Pooled and Non-Pooled version excluding the <1 GB Data Only Plan which is only available in a poolable plan. Additional options and features may also be added.

- i) Data Only Plan
- ii) 1GB Data Only Plan
- iii) 3GB Data Only Plan
- iv) 5GB Data Only Plan
- v) 10GB Data Only Plan
- vi) 20GB Data Only Plan
- vii) 50GB Data Only Plan
- viii) 100GB Data Only Plan

- 1.6. **Extended Coverage.** Extended Coverage is meant to provide additional wireless coverage within Canada, outside of the Rogers Wireless Network, without incurring roaming charges. Extended Coverage is intended for occasional use; the majority of your end-user's monthly usage (voice, data and SMS) must occur on the Rogers Wireless Network. If the majority of your end-user's monthly usage occurs within Extended Coverage areas, Rogers may restrict or limit your end-user's access to Extended Coverage on an ongoing basis. Further, where Rogers identifies that your usage while utilizing Extended Coverage is excessive, Rogers reserves the right to charge you a reasonable fee for such excessive usage, or, alternatively, to block such end-user from utilizing Extended Coverage going forward.

Your Rogers Device will always connect to the Rogers Wireless Network if it is available. Once your end-user has left the Rogers Wireless Network and has entered an Extended Coverage area, the end-user's Device will automatically connect to Extended Coverage. If your end-user is on a call when they enter an Extended Coverage area, the call will drop. Once EXT appears on the end-user's Device screen, they can call back to complete their call. A few enhanced features may not be available while in an Extended Coverage area, including:

- Call Display / Name Display
- 4-1-1 Directory Assistance Call Completion
- Pound numbers (#) and short codes
- N-1-1 codes:
- 2-1-1 Community Information
- 3-1-1 Non-Emergency Municipal Government
- 5-1-1 Weather & Traveler Information
- 7-1-1 Access to Message Relay Service (MRS) by the deaf
- 8-1-1 Non-urgent Health Teletriage Services

Please note that Rogers and its roaming partners may, without notice, change geographical coverage areas. Rogers is not liable to you for any loss suffered as a result of any disruptions or outages to Extended Coverage, or as a result of any changes to Extended Coverage areas.

- 1.7. **Wi-Fi Calling.** Wi-Fi Calling enables your end-user to use a compatible Rogers Device to make and receive phone calls, and send and receive messages, over a Wi-Fi Network. This means your end-user would still be able to call and text even in areas where the Rogers Wireless Network coverage is limited, such as office buildings, factories and plants, as long as the device is configured to use a Wi-Fi connection. The end-user needs to enable Wi-Fi Calling on their compatible Rogers Device, accepting the Terms & Conditions and registering an emergency 9-1-1 address for emergency calls. There is no additional fee to use this feature and, in most cases, when Wi-Fi Calling is enabled and the end-user has access to both Wi-Fi Calling and a mobile network, the device will automatically default to use Wi-Fi Calling. This applies both when the end-user is within Canada and when roaming outside of Canada. A list of eligible devices and more details about this feature are available at www.rogers.com/wificalling.

If your end-user uses Wi-Fi Calling while outside of Canada, the following will be deducted from the wireless plan without incurring any long distance or roaming charges:

- ix) Incoming calls and text messages received from anywhere in the world.
- x) Outgoing calls and text messages made or sent to a Canadian number.

Roaming and/or long distance charges will vary depending on the roaming option you have on the account. If you have Roam Like Home, outgoing Wi-Fi Calling calls or text messages made to a non-Canadian number will trigger the Roam Like Home daily charge. If the end-user has already incurred this charge, then all outgoing Wi-Fi Calling calls, and text messages made or sent during the period for which the charge was incurred will be covered under the initial Roam Like Home charge. If you have Flex Roaming, all outgoing Wi-Fi Calling calls and text messages to a non-Canadian number will be deducted from the tiers according to the country Zone. If the end-user exceeds the limit on a specific tier, overage rates outlined in the agreement will apply.

IMPORTANT: WI-FI CALLING HAS DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICES. PLEASE REVIEW ALL LIMITATIONS ON YOUR DEVICE WHEN YOU ENABLE THE FEATURE PRIOR TO ACTIVATION. IF YOU DO NOT AGREE, DO NOT ENABLE THE FEATURE. To learn more, please visit www.rogers.com/911.

1.8. IMPORTANT INFORMATION ABOUT THE DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 IMPORTANT: WI-FI CALLING HAS DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICES. PLEASE REVIEW ALL LIMITATIONS ON YOUR DEVICE WHEN YOU ENABLE THE FEATURE PRIOR TO ACTIVATION. IF YOU DO NOT AGREE, DO NOT ENABLE THE FEATURE. To learn more, please visit www.rogers.com/911.

By using Wi-Fi Calling, you acknowledge and agree to the information in this section regarding the limitations of using Wi-Fi Calling for dialing 9-1-1. If you are not comfortable with these limitations, Rogers recommends not using Wi-Fi Calling, or consider an alternate means for accessing traditional 9-1-1 emergency services. Rogers recommends that the user keep an alternative phone service handy to increase the reliability of access to emergency services during any service interruption. **Note:** Wi-Fi Calling cannot support emergency calls made outside of Canada or the United States. The user of Wi-Fi Calling must ensure they are connected to a mobile network when attempting to make an emergency call outside of Canada or the United States to be routed to the nearest emergency services. You agree to inform all your employees or users who activate Wi-Fi Calling on the device of the following limitations and requirements.

- 1.8.1. **9-1-1 Emergency Address.** When Wi-Fi Calling is first activated, the user will be asked to provide the full address for their most likely location (your “9-1-1 Emergency Address”). Each user may only register one (1) 9-1-1 Emergency Address and it must be a location in Canada or the United States. If a U.S address is entered, it must not be used for more than six (6) months of any given calendar year. If your user(s) fail to comply with this requirement or Rogers suspects you or your users have provided false, inaccurate or incomplete location information, Rogers has the right to restrict your user(s) current and/or future ability to access Wi-Fi Calling. Rogers will not, however, disable the ability to place a 9-1-1 call during any such restriction.
- 1.8.2. **Placing 9-1-1 Calls.** If your user dials 9-1-1 from a traditional wireless Device, the call will attempt to route over the mobile network, to the proper Public Safety Answering Point (“PSAP”) based on the location the call is placed from. If your user dials 9-1-1 while using Wi-Fi Calling, the call will try to route over the cellular network if such network is available to complete the call as a Wireless E9-1-1 call, providing a more enhanced 9-1-1 service. When the cellular network is unavailable, the call routes to a specialized emergency call centre that will transfer the call to the correct PSAP by using the 9-1-1 Emergency Address specified by your user or based on the location your user has provided to the 9-1-1 operator. Your user must immediately inform the 9-1-1 operator of their location (or the location of the emergency, if different) if they are able to do so. It is important that your user does not hang up unless directly told to do so, and if disconnected, immediately dials 9-1-1 again. Your user should also be prepared to provide their call-back number to the 9-1-1 operator. If your user dials 9-1-1 and the connection is lost, the call to 9-1-1 will drop and the specialized emergency call centre and/or PSAP may not have any method of re-connecting with the caller. If this occurs, your user must dial 9-1-1 again. If your user disables the cellular radio on their mobile device, they may be prompted to enable the cellular signal to complete the 9-1-1 call. The option to enable the cellular radio to complete a 9-1-1 call as a wireless E9-1-1 call should always be selected.

- 1.8.3. **Accuracy of 9-1-1 Information.** You agree and must ensure that your users agree to provide true, accurate, current and complete 9-1-1 Emergency Address and other information to Rogers and is responsible for maintaining and updating the 9-1-1 Emergency Address associated with their Device. If your user does not update their 9-1-1 Emergency Address and does not correctly identify the location of the emergency, 9-1-1 calls made using Wi-Fi Calling, will be routed based on the previously provided 9-1-1 Emergency Address and therefore may be routed to the incorrect PSAP for the emergency location. If your user is unable to speak, the dispatcher may not be able to locate the caller if your user has failed to update their 9-1-1 Emergency Address. Your user(s) may update their 9-1-1 Emergency Address in the settings section of their Device. During certain periods, updates to the 9-1-1 Emergency Address may not be reflected instantly (e.g., during IT maintenance periods). When your user registers or updates their 9-1-1 Emergency Address, it will be validated for accuracy through a Canada Post and PSAP validation service. If the validation service is not able to recognize the proposed 9-1-1 Emergency Address your user provided, your user will be provided with a recommendation for correction of the 9-1-1 Emergency Address. If your user chooses to override the recommendation, their 9-1-1 Emergency Address may not be properly validated and updated. Therefore, in the event of an emergency, it is important that your user immediately inform the 9-1-1 operator of the location they are calling from (or the location of the emergency, if different). It is strongly encouraged that each of your users always have an alternate means of accessing 9-1-1.
- 1.8.4. **Connection Time and Technical Difficulties.** For technical reasons, a 9-1-1 call may produce a busy signal or take longer to answer as compared to traditional 9-1-1 calls. 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 Wi-Fi Calling 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 the Agreement.
- 1.8.5. **Features Not Available for 9-1-1 Wi-Fi Calling.** The following features will not be available for 9-1-1 Wi-Fi Calling: Call Transfer (your user 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 (your user cannot forward calls to 9-1-1). In addition, your user will not be able to put a 9-1-1 call on hold. T9-1-1 Service is not available for 9-1-1 Wi-Fi Calling (your user cannot communicate with 9-1-1 operators via text message for deaf, hard of hearing or speech impaired users).
- 1.8.6. **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 Wi-Fi Calling, 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.

- 1.9. **Rogers Business Self-Serve.** Rogers Business Self-Serve (RBSS) is a secure and integrated online billing, payment, and reporting system based upon a J2EE/Oracle platform. It includes monthly billing information for your wireless services provided by Rogers, as well as permitting you to automatically generate reports on a wide-range of wireless services (voice, data, SMS) provided by Rogers.

RBSS is a versatile web-based online billing and reporting tool that is available at no charge to you when the Shared Unlimited Data Plans are purchased. RBSS offers you features including the ability to view or download invoices, make a payment, manage users and create groups, grant access to RBSS based on a group profile, create and download reports or cancel paper bills.

- 1.10. **Split Billing:** Split Billing may be provided for an additional monthly fee, as set out in the Agreement, under the following conditions: (i) You must direct Rogers on the split ratio of monthly service fee, specifying what amount is to be charged to you and what amount is to be charged to the applicable department(s) and/or End User(s); (ii) You must provide the contact details (name, telephone number, address, etc.) for the departments and/or End Users who will be paying for their portion of the split bill; (iii) Rogers receives a valid credit card for the End Users' portion of the split bill, as applicable, for payment of the End Users' portion of the monthly service fee on

the applicable Line and any incidental usage-based charges; (iv) You agree that you are ultimately responsible for all charges on the account and that any charges that are split with a Department or End User that are not paid by their due date will be transferred up to your account; (v) split billing only takes effect the next billing cycle following activation; (vi) any Line that has had charges transferred to you due to non-payment more than one time will lose their split billing privileges and 100% of all subsequent charges will be on your account.

4. **Terms and Conditions.**

- 4.1. **Pricing Eligibility.** Where you are migrating to the Rogers Business Wireless Plans from another Rogers' wireless price plan, the Rogers Business Wireless Plans pricing will take effect on the first day of your next wireless billing cycle, unless otherwise indicated by Rogers, and any of your previously existing price plans will be deleted and replaced in their entirety by the price plans of the Rogers Business Wireless Plans. Where the Rogers Business Wireless Plans pricing set out on the Agreement includes pricing elements that must be customized on Rogers' billing system prior to your Lines being able to migrate or activate on such customized pricing, the Service Effective Date for the Rogers Business Wireless Plans shall be the date on which Rogers notifies you that such customized pricing is available. Unless otherwise set out in the Agreement, you will not be eligible for any retroactive credit representing the difference between your previous pricing for their wireless services and the new Rogers Business Wireless Plans pricing.
- 4.2. **Committed Number of Lines.** You have ninety (90) days from the date the pricing set out above is available to be loaded on your Lines (the "**Commitment Date**") to activate the Committed Number of Lines, as set out in your Agreement. If (A) the Committed Number of Lines is not met by the Commitment Date, or (B) the activated number of Lines falls below the Committed Number of Lines (or any sub-commitment) at any time after the Commitment Date; then the pricing set forth above and in the Agreement shall be subject to change at Rogers' sole discretion.
- 4.3. **Discount Eligibility.** Where your pricing for Rogers Business Wireless Plan Services has been discounted, as reflected in the Agreement, such discounting is subject to you attaining the Committed Number of Lines (as set out in the Agreement) by the Commitment Date and maintaining the Committed Number Lines for the duration of the Service Term for Rogers Business Wireless Plan Services. In the event you do not attain or maintain the Committed Number of Lines, Rogers reserves the right to remove any such discounting on your existing Lines and on any Lines subsequently activated by you.
- 4.4. **Ordering the Services.** Services may from time to time be ordered by you for use by any one or more officers or employees of yours (each an "**Employee**"), as applicable, by requesting to activate a Line. The activation of each new SIM card may be subject to a Set-up Service Fee, as set out in the Agreement. You acknowledge and agree that you shall be liable for all amounts owing to Rogers for Lines. To order Lines, you shall have the applicable authorized person, as set forth on your Rogers account details, submit to Rogers an activation request containing the information required by Rogers.
- 4.5. **Termination Fee.** A Termination Fee applies if Rogers provided an economic inducement when the Line Term was agreed to, and if the Line is terminated prior to the end of the Line Term. The Termination Fee is equal to the amount of the economic inducement multiplied by the number of months remaining in the Line Term at the time of termination divided by the total number of months of the Line Term (plus applicable taxes). In other words, Termination Fee = amount of economic inducement x # months left in the Line Term ÷ total # months in the Line Term + applicable taxes.

The amount of the economic inducement is equal to the aggregated total of all credits provided (activation, conversion, renewal, or otherwise) and the Device Savings Recovery Fee (the "**DSRF**"), which is equal to the No Term Device Charge, less the amount you paid for the Device at the time of activation.

The parties acknowledge and agree that the Termination Fees are payable by you when a Line is terminated prior to the end of the agreed upon Line Term as a genuine pre-estimate of liquidated damages and not as a penalty.

Termination Fees are in addition to any applicable Administrative Fees.

- 4.6. **Termination Fee Waiver.** Unless otherwise stated, where an amount of Termination Fee waivers is set out in the Agreement, you may deactivate such amount of Lines during the Initial Service Term, (excluding porting activity) without paying the Termination Fees or Deactivation Fee, provided that the number of active and eligible Lines at the time such deactivation is requested by you are equal to or greater than the Committed Number of Lines. Where the Termination Fee waivers are expressed in the Agreement as a percentage, such percentage is based on the Committed Number of Lines for Voice Only and for Voice and Data combined, rounded down to the nearest whole number, and exclude any Committed Number of Lines for Data Only.
- 4.7. **Devices.** All Devices purchased from Rogers are covered 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 you upon receipt at your premises. Title to any Device purchased outright from Rogers or subsidized via Rogers' device subsidy program shall pass to you upon receipt at your premises. Title to any Device purchased through a financing program will remain with Rogers and shall only pass to you following full payment for the Device. 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.
- 4.8. **Hardware Fees.** Where you purchase a Device from Rogers and activates the Device on an unsubsidized Core Price Plan, you will be charged the No Term Device Price then advertised at <http://enterprise.rogers.com/en/products-plans/phones-devices>, minus any promotional offers made by Rogers to you at the time of purchase. Where eligible, you may be able to finance the resulting Device balance through the Rogers Device Financing Program (see below for details). Where you purchase a Device from Rogers and activates the Device on a subsidized Core Price Plan, you will receive a subsidized discount associated with the applicable hardware subsidy tier. This fixed amount discount is subject to change by Rogers at any time, without notice to you.
- 4.9. **Rogers Device Financing Program.** Where eligible, you will have the option to finance a purchased Device through the Rogers Device Financing Program. This program allows you to finance the Device cost (the No Term Device Price minus any promotional offers, plus applicable taxes) over a Device Financing Term, making equal monthly payments to Rogers until the Device balance is paid in full. The costs of financing (e.g. interest rate, PPSA registration costs, the amount financed) may be added to the purchase cost and will also be amortized over the Device Financing Term, such costs to be quoted to you at the time of financing. Upon cancellation of the Line for any reason, including the migration of the Line to another customer, the remaining Device Financing Balance will become immediately payable.
- 2.10 **Early Hardware Upgrade.** Unless otherwise stated in the Agreement, if a Line on a subsidized Core Price Plan chooses to upgrade its hardware Device prior to fulfilling its Line Term (but not before one month after the Device's activation), then a one-time charge for the applicable Line will apply for each month remaining in the applicable Line Term. This one-time charge is the amount of the DSRF remaining for the applicable Line Term, which will be calculated as follows: the DSRF divided by the number of months in the applicable Line Term, multiplied by the number of months remaining within the applicable Line Term. For example: \$500.00 (DSRF) divided by 24 (number of months in the Line Term) = \$20.83. This amount is then multiplied by 9 months (length of time remaining in the Line Term) = \$187.50. Devices financed through the Rogers Device Financing Program are not eligible for an early hardware upgrade, so you would be required to cancel the Device financing and pay the full Device Financing Balance, prior to being eligible to purchase or finance a new Device associated with a particular Line. In addition, each Line receiving a Hardware Upgrade may be subject to a Hardware Upgrade Fee, as set out in the Agreement.
- 3.39. **Early Hardware Upgrade Waiver.** Where an amount of early hardware upgrade (pre-HUP) waivers is set out in the Agreement, you may upgrade such amount of Lines each year (the twelve (12) month period beginning on the Service Effective Date for the Rogers Business Wireless Plan Services) during the Initial Service Term, without paying the Early Hardware Upgrade amount set out above, provided that the Device associated with the Line in question has been active for a minimum of one (1) month, and provided that the number of active and eligible Lines at the time such early hardware upgrade waiver is requested by you are equal to or greater than the Committed Number of Lines. Where the pre-HUP waivers are expressed in the Agreement as a percentage, such percentage is based on the Committed Number of Lines for Voice Only

and for Voice and Data combined, rounded down to the nearest whole number, and exclude any Committed Number of Lines for Data Only.

- 3.40. **Downgrade Fee.** If you choose to downgrade a Line to a core price plan with a lower tier of hardware subsidy eligibility during the Line Term, then you will be charged a one-time hardware downgrade fee. The downgrade fee is based on the difference between the DSRF at time of activation and the DSRF in the lower tier hardware category at the time the Device was activated. This downgrade fee will ultimately reduce the Termination Fees owed to Rogers.

For example, if the DSRF received by you at time of activation was \$450 and the DSRF at time of activation in the lower tier hardware category would have been \$300 then the difference between these two categories would be \$150. If you were 18 months into your 24-month Line Term, then the downgrade fee would be calculated as follows: $\$150 / 24 = \6.25 per month x 6 months remaining for a total of \$37.50. This \$37.50 would reduce the total Termination Fees by the same amount.

- 3.41. **One-Time Activation Credit.** The One-Time Activation Credit will be applied on net new activations of eligible Lines that occur within three (3) months of the Service Effective Date of the Rogers Business Wireless Plan Services, or such other Expiry Date as may be set out on the Agreement.

In the event that you terminate or suspend Services on a Line for which a One-Time Activation Credit was granted prior to the end of the Credit Recovery Period, Rogers reserves the right to recover a pro-rated portion of the One-Time Activation Credit, as part of any Termination Fees to which Rogers is entitled. The pro-rated amount will be calculated by dividing the One-Time Activation Credit amount by the number of months in the Credit Recovery Period, and then multiplying that amount by the number of months remaining in the Credit Recovery Period for the applicable Line at the time of termination/suspension.

One-Time Activation Credits cannot be applied to Corporately Reimbursed Lines, Individually Paid Lines or to Data Only Lines, unless otherwise set out in the Agreement. The amount of the One-Time Activation Credit quoted in the Agreement is after applicable taxes.

- 3.42. **One-Time Renewal Credit.** The One-Time Renewal Credit will be applied on renewals of eligible Lines that occur within twelve (12) months of the Effective Date of the Rogers Business Wireless Plan Services, or such other Expiry Date as may be set out on the Agreement.

Lines are eligible for the One-Time Renewal Credit only if they have not received an activation, renewal or retention credit within the previous eighteen (18) months.

In the event that you terminate or suspend Services on a Line for which a One-Time Renewal Credit was granted prior to the end of the Credit Recovery Period, Rogers reserves the right to recover a pro-rated portion of the One-Time Renewal Credit, as part of any Termination Fees to which Rogers is entitled. The pro-rated amount will be calculated by dividing the One-Time Renewal Credit amount by the number of months in the Credit Recovery Period, and then multiplying that amount by the number of months remaining in the Credit Recovery Period for the applicable Line at the time of termination/suspension.

One-Time Renewal Credits cannot be applied to Corporately Reimbursed Lines, Individually Paid Lines, or to Data Only Lines, unless otherwise set out in the Agreement. The amount of the One-Time Renewal Credit quoted in the Agreement is after applicable taxes.

- 3.43. **Roaming.** In destinations other than Roam Like Home Destinations, Individual Flex Roaming options can be purchased by you for use. There is no cap on the number of days in a month that a Line may be charged for the Roam Like Home Destinations daily charge. All other Wireless Business Plans are available with either Individual or Shared Flex Roaming Plan options. When roaming outside of the Rogers network, certain network services may not be available, such as: Call Forwarding, Call Waiting, Call Display / Name Display, accidental roaming, etc. When roaming outside of Rogers' coverage area, you shall be responsible for all applicable charges and shall be subject to the terms and conditions of service imposed by the wireless service provider providing such roaming services in the area where roaming occurs (including limitations on liability).

- 3.44. **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. All usage is rounded up to the next highest increment (MB, minute, etc.). You agree that, to the extent there is any dispute as to the amount of data transmitted to and from a Rogers SIM card 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.
- 3.45. **Data Pooling.** For all Lines activated on Shared Pricing plan(s) eligible for pooling, smartphone data is pooled, giving you access to draw data from the pool for a monthly fee, plus applicable overage charges.
- 3.46. **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.
- 3.47. **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.
- 3.48. **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.

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.

- 3.49. **Fair Usage Policy.** To ensure you enjoy optimal experience on the Rogers' network and abroad, Rogers has implemented a Fair Usage Policy. For domestic data usage and roaming data usage, this Fair Usage Policy specifies that if a Line utilizes more than the Data at Maximum Speed allocation for its applicable plan, Rogers will throttle the wireless data throughput for such Line to the speed levels specified in the applicable plan for both domestic and roaming data for the remainder of that billing month. In addition, you may not use a Line associated with this Fair Usage Policy as a hub for other data-consuming devices not associated with the primary Line, nor otherwise use such Line in a way not typical of standard Voice and Data traffic consumption. If Rogers identifies any such non-intended usage, the Line will be migrated to a plan with appropriate data inclusions.
- 3.50. **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 you and your end users. In respect of the provision of emergency services on a mandatory basis, Rogers is not liable for:
- xvi) libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over Rogers' network from your property or premises or recorded by your Equipment or Rogers Equipment;
 - xvii) damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by Rogers;
 - xviii) damages arising out of the transmission of material or messages over the Rogers Wireless Network on your behalf which is in any way unlawful;
 - xix) 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.
 - xx) 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 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.

- 3.51. **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.

5. **Definitions.** The following definitions are used in these terms. Any capitalized terms not defined below are defined in the Agreement.
- 5.1. "Administrative Fees" — As set out in the Agreement.
- 5.2. "Billing Account Number (BAN)" — means a unique Rogers' wireless account number.
- 5.3. "Call Display / Name Display" — means the visual display of the incoming call's telephone number and incoming caller's name, where supported by the Device. Not all incoming telephone numbers or caller's name can be identified.
- 5.4. "Call Forwarding" — means a feature that allows calls made to your wireless number to be forwarded to another specified number.
- 5.5. "Call Waiting" — means a feature whereby a person making a wireless telephone call is notified of an incoming call and is able to place the first call on hold while answering the second.
- 5.6. "Canadian" — means wireless voice, data or SMS/MMS traffic both originating and terminating within Canada.
- 5.7. "Committed Number of Lines" — means the number of Lines (including, as applicable, any sub-commitment for voice only, data only, and voice and data combined Lines) set out in the Agreement for the Rogers Business Wireless Plan Services.
- 5.8. "Conference Calling" — means a feature where a person making a wireless telephone call can add additional callers to the original two-way call.
- 5.9. "Credit Recovery Period" — means the period of time over which Rogers may recover the amortized portion of a One-Time Activation Credit or One-Time Renewal Credit. The Credit Recovery Period is set out on the Agreement.
- 5.10. "Deactivation Fee" — means a one-time fee charged upon the cancellation of a Line to cover administrative costs related to the deactivation, unless otherwise set out in the Agreement.

- 5.11. “Device” — means a wireless telephone or Smartphone, wireless messaging device, tablet, or other wireless devices that is authorized by Rogers for use on the Rogers Wireless Network.
- 5.12. “Device Financing Balance” — means the amount of the original Device cost (minus any promotional offers, plus applicable taxes) that remains owing to Rogers at any particular time.
- 5.13. “Device Financing Term” — means the period of time over which you agree to repay the Device cost (minus any promotional offers, plus applicable taxes).
- 5.14. “Enhanced Voicemail” — means each enrolled Line has up to thirty-five (35) five-minute messages that can be saved for up to ten (10) days, as well as other advanced functions such as Call Return, Group List Distribution and Skip Password.
- 5.15. “Expiry Date” — means the date on which your eligibility for One-Time Activation Credits, One-Time Renewal Credits, or any other promotional offer made by Rogers to you, expires.
- 5.16. “Hardware Upgrade Fee” — means a one-time fee charged when upgrading to a new device in order to cover administrative costs related to the upgrade.
- 5.17. “International” — means wireless voice, data or SMS/MMS traffic terminating to a country other than Canada or the United States.
- 5.18. “Line(s)” — means a Device activated on a Rogers’ wireless price plan for which you are financially and legally responsible
- 5.19. “Line Term” — means the period of time that you commit to maintain the selected core price plan on a certain Line. The Line Term is determined by the Device subsidy selected by you. Following the end of the Line Term for each Line, the Line Term shall continue on a month to month basis at the then-current pricing in effect for such Line, until terminated by either Rogers or you. During any such month to month renewal of the Line Term, Rogers reserves the right to adjust the pricing for the applicable Line.
- 5.20. “Metered Data” — means any data service plan where you are required to pay a fee to consume data after a prescribed volume.
- 5.21. “MMS” — means Multimedia Messaging Service, or text messaging with enhanced features such as images, audio and video files within certain size limits.
- 5.22. “North American” — means wireless voice, data or SMS/MMS traffic terminating to Canada and the United States.
- 5.23. “No Term Device Charge” — means the advertised Device price described on Rogers.com, for a Device purchased on a monthly Line Term.
- 5.24. “Pooled” — means that the allocation of data is shared amongst your eligible Lines on a common Billing Account Number.
- 5.25. “Roam Like Home Destinations” — means Afghanistan, Aland Islands, Alaska, Albania, Algeria, Anguilla, Antigua And Barbuda, Argentina, Armenia, Aruba, Australia, Austria, Azerbaijan, Azores, Bahamas, Bangladesh, Barbados, Belarus, Belgium, Belize, Benin, Bermuda, Bolivia, Bonaire, Bosnia-Herzegovina, Botswana, Brazil, British Virgin Islands, Bulgaria, Burkina Faso, Cambodia, Cameroon, Canary Islands, Cayman Island, Central African Republic, Chile, China, Colombia, Congo (Democratic Republic of), Costa Rica, Crimea, Croatia, Cuba, Curacao, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, England, Estonia, Faroe Islands, Fiji, Finland, France, French Guiana, French Polynesia, Galapagos Islands, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guatemala, Guernsey, Guinea Bissau, Guyana, Haiti, Hawaii, Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Iraq, Ireland, Isle of Man, Israel, Italy, Ivory Coast, Jamaica, Japan, Jersey, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyz Republic, Latvia, Liberia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Madeira, Malaysia, Mali, Malta, Martinique, Mauritius, Mayotte, Mexico, Monaco, Mongolia, Montenegro, Montserrat, Morocco, Myanmar, Netherlands, New Zealand, Nicaragua, Niger, Nigeria, Northern Ireland, Norway, Oman, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Reunion, Romania, Russia, Rwanda, Saba, San Marino, Saudi Arabia, Scotland, Senegal, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sri Lanka, St Barts, St Eustatius, St Kitts And Nevis, St Lucia, St Maarten, St Martin, St Vincent And The Grenadines, Suriname, Swaziland, Sweden, Switzerland, Tahiti, Taiwan, Tajikistan, Thailand, Tonga, Trinidad And Tobago, Tunisia, Turkey, Turks And Caicos, U.S. Virgin Islands, Uganda, Ukraine, United

Arab Emirates, United States, Uruguay, Vanuatu, Vatican City, Venezuela, Vietnam, Wales, West Bank, Western Samoa, and Yemen. These Roam Like Home Destinations are subject to change by Rogers at any time without prior notice.

- 5.26. “Rogers Wireless Network” — means the Rogers-owned wireless transmission facilities.
- 5.27. “Set-up Service Fee” — means a one-time fee charged upon the activation of a new Line to cover administrative costs related to the activation.
- 5.28. “SIM card” — means the Rogers SIM (Subscriber Identity Module) card that allows you to connect a Rogers’ Device to the Rogers Wireless Network.
- 5.29. “SMS” — means Short Message Service, or text messaging.
- 5.30. “Telephone Number Change Fee” — means a one-time fee charged when requesting to change a telephone number to cover administrative costs related to the telephone number change
- 5.31. “Transfer of Responsibility Fee” — means a one-time fee charged when ownership of an existing telephone number is changed. This happens when a telephone number is transferred between two different customer accounts. The fee is charged to the account that initiated the request, and is applied for each telephone number transferred to cover administrative costs related to the transfer.
- 5.32. “United States” — means wireless voice, data or SMS/MMS traffic terminating (in the case of long distance) or originating and terminating (in the case of roaming) within the United States.
- 5.33. “Visual Voicemail” — means your users can manage their iPhone voicemail messages by reviewing them in a list on their Device and can listen to those voicemail messages in any order without having to dial a voicemail number. This service is also available for compatible Android and Blackberry devices.
- 5.34. “Voicemail to Text” — means a feature where you can get a text version of the voicemail messages in addition to the audio file. This feature requires that your voicemails be processed outside of Canada by a third party provider to Rogers. This feature is not compatible with iPhone Visual Voicemail. Device must support MMS messaging. This voicemail service uses data, but you do not require a data plan to use the service. There are no charges when you are using Voicemail-to-Text in Canada. However, Data roaming charges will incur when roaming outside of Canada.
- 5.35. “Zone 2” — means Aland Islands, Albania, Andorra, Armenia, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Greenland, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovak Republic, Slovenia, Spain, St. Pierre & Miquelon, Sweden, Switzerland, Turkey, Ukraine, United Kingdom, Vatican City. The countries included in Zone 2 are subject to change by Rogers at any time without prior notice.
- 5.36. “Zone 2A” — means Anguilla, Antigua and Barbuda, Aruba, Australia, Bahamas, Barbados, Bermuda, British Virgin Islands, Bonaire, Cayman Islands, China, Curacao, Dominica, Dominican Republic, French Guiana, Grenada, Guadeloupe, Haiti, Hong Kong, India, Jamaica, Japan, Martinique, Mexico, Montserrat, New Zealand, Saba, South Korea, St. Bartelemy, St. Eustatius, St. Kitts and Nevis, St. Lucia, St. Maarten, St. Martin, St. Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos. The countries included in Zone 2A are subject to change by Rogers at any time without prior notice.
- 5.37. “Zone 3” — means Afghanistan, Argentina, Azerbaijan, Bahrain, Bangladesh, Belize, Bhutan, Bolivia, Brazil, Brunei Darussalam, Cambodia, Chile, Colombia, Cook Islands, Costa Rica, East Timor, Ecuador, El Salvador, Falkland Islands, Fiji, Galapagos Islands, Georgia, Guam, Guatemala, Guyana, Honduras, Indonesia, Iraq, Israel, Jordan, Kazakhstan, Kuwait, Kyrgyz Republic, Laos, Macau, Malaysia, Maldives, Mongolia, Myanmar, Nauru, Nepal, New Caledonia, Nicaragua, Northern Mariana Islands, Oman, Pakistan, Palestine, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Russia, Samoa, Saudi Arabia, Singapore, Sri Lanka, Suriname, Taiwan, Tajikistan, Thailand, Tonga, Turkmenistan, United Arab Emirates, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, Yemen. The countries included in Zone 3 are subject to change by Rogers at any time without prior notice.
- 5.38. “Zone 4” — means Algeria, Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo (Democratic Rep. of), Congo (Peoples Rep. of), Djibouti, Egypt, Equatorial Guinea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Ivory Coast, Kenya,

Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mayotte, Morocco, Mozambique, Namibia, Niger, Nigeria, Reunion, Rwanda, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, South Sudan, Sudan, Swaziland, Tanzania, Togo, Tunisia, Uganda, Western Sahara, Zambia, Zanzibar, Zimbabwe. The countries included in Zone 4 are subject to change by Rogers at any time without prior notice.