



## MASTER ENTERPRISE CUSTOMER AGREEMENT (“MECA”)

This Agreement is between:

**CITY OF SAINT JOHN**, having an office located at 15 Market Square, Saint John, NB E2L 1E8 (the “**Customer**”)

AND

**ROGERS COMMUNICATIONS CANADA INC.**, having an office located at One Mount Pleasant Road, Toronto, ON M4Y 2Y5 (“**Rogers**”).

For valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### 1. SCOPE

- 1.1. Rogers will provide to Customer, at Customer’s request, the Services and Products described in each Schedule attached to, and forming part of, this Agreement from time to time, in accordance with the terms and conditions of this Agreement and any applicable Schedule(s). The Services may be provided by Rogers, its agents or subcontractors, but Rogers shall not be relieved of its obligations by using agents or subcontractors to provide the Services.

### 2. INTERPRETATION

#### 2.1. DEFINITIONS

“**Acceptable Use Policy**” means the policies, rules and limits that all users (including Customer and the End Users) must adhere to in their use of the Rogers network, Services and Rogers Equipment. The Acceptable Use Policy, as modified from time to time, is available online at [Rogers.com/terms](http://Rogers.com/terms).

“**Affiliates**” has the same definition as the term is defined in the *Canada Business Corporations Act*.

“**Confidential Information**” means, but is not limited to, any information, know how, data, patent, copyright, trade secret, process, technique, program, design, formula, marketing, advertising, financial, commercial, sales or programming matters, customer information, written materials, compositions, drawings, diagrams, computer programs, studies, work in progress, visual demonstrations, ideas, concepts, and other data, in oral, written, graphic, electronic, or any other form or medium whatsoever, which may be exchanged between the Parties.

“**Customer Equipment**” means any material, equipment or software other than the Rogers Equipment.

“**End User**” means any person that Customer provides services to through the use of Rogers’ Services.

“**Hardware**” means hardware, equipment, and related components, including any OEM embedded software and/or firmware.

“**Network**” means any network, network facilities or network services, including third party network services used by Rogers to provide Service(s) to Customer.

“**Party**” means Rogers or Customer, together the “**Parties**”.

“**Person**” means any individual, natural person, partnership, limited partnership, limited liability partnership, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, joint venture, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.

“**Product Quotation**” means a quote issued by Rogers for Products or Services. A Product Quotation may also be referred to as a Sales or Service Proposal.

“**Product**” means the Hardware and/or Software (including any commercially available Software) supplied or licensed to Customer by Rogers under this Agreement and any Schedule attached hereto. Products purchased under this Agreement are subject to the terms and conditions of this Agreement and

any additional terms and conditions applicable to the provision of the Product(s) as described in Schedules attached to this Agreement.

“**Purchase Order**” means any purchase order issued by Customer for Products or Services offered by Rogers, which is accepted by Rogers for fulfillment.

“**Rogers Equipment**” means all material, intellectual property, equipment and software required for Customer to use the Services or Products and made available to Customer by Rogers, and any other equipment, including fibre optic cable, patch panels, transport conductors and switching equipment, used by Rogers in the provision of the Services. Rogers Equipment does not include the Products purchased under this Agreement or Customer Equipment. The Rogers Equipment may also be referred to as the Rogers Facilities.

“**Schedule**” means a schedule attached to, and forming part of, this Agreement from time to time, which sets out the additional terms and conditions related to the provision of Services and/or Products to Customer. Both Product Quotations and Purchase Orders are considered a Schedule.

“**Service**” means any services purchased under this Agreement (each a “**Service**”, collectively, the “**Services**”).

“**Service Effective Date**” means the date a specific Service is available for the Customer’s use.

“**Software**” means a machine executable computer program, software module or software package or any part thereof (in object code only), supplied by Rogers or its licensors to Customer irrespective of how it is stored or executed.

“**Software License**” means the terms and conditions that prescribe: how Customer will use the Software, the rights of the Software owner or licensor, and the rights of the Software user, in relation to such Software, which may be provided as a ‘click-through’ or ‘shrink-wrap’ license. The Software License may also be referred to as a EULA.

“**EULA**” means a Third Party End User Licence Agreement entered into between Customer and a third party.

- 2.2. In this Agreement, the headings are for reference only and will not affect its construction or interpretation. If there is any conflict between the terms of the main body of this Agreement and the Schedules, the terms of the main body of the Agreement will govern unless otherwise expressly provided in writing in a Schedule.

### 3. FEES AND TAXES

- 3.1. **Fees and Taxes/Payment Terms:** Customer shall pay fees for the Services, the Product price, Termination Fees (as defined in Subsection 5.1), and any other amount payable under this Agreement (collectively the “**Fees**”). Customer shall also pay applicable commodity taxes, and similar taxes levied or assessed by any local and/or government authority, as well as surcharges for foreign taxes or those imposed by third-party providers, withholding tax, and interexchange carrier charges, if any (collectively, “**Taxes**”). Customer shall pay Fees and Taxes within 30 days of the invoice date. If any legislation authorizes Customer to purchase Services or Products under this Agreement without payment of commodity taxes, Customer agrees to supply Rogers with evidence of such authorization. Fees and Taxes are subject to a late payment charge (“**Late Payment Charge**”) at the rate specified in the invoice, which rate may vary from time to time, calculated daily from the invoice date and compounded monthly, if Fees and Taxes are not paid within 30 days of the invoice date. Customer will be responsible for payment of all costs reasonably incurred by Rogers in collecting or attempting to collect any unpaid Fees or Taxes or Late Payment Charges.
- 3.2. **No Withholding, Deduction or Set-Off:** Customer may not withhold or deduct any amounts from, or set-off amounts owed by, Rogers to Customer against any amounts invoiced by Rogers under this Agreement.
- 3.3. **Disputed Charges:** Customer shall notify Rogers in writing within 90 days of the date of the applicable invoice of any charges that Customer disputes. If Rogers confirms that those charges should not have been billed or were over-billed, Rogers will credit Customer for those charges.

### 4. TERM

- 4.1. **Term of the Main Body of this Agreement:** The term of the MECA (the “**MECA Term**”) will begin on the date it is signed by Customer and it will expire or terminate on the date that the Service Term (as defined in Subsection 4.3) of the last remaining Schedule expires or terminates.

- 4.2. **Term of Each Service Schedule:** Each Service will be provided for the period set out in the relevant Schedule (the “**Initial Service Term**”). Unless otherwise set out in the relevant Schedule, the Initial Service Term will commence on the Service Effective Date for such Service.
- 4.3. **Renewal Term(s) of Each Schedule:** Unless otherwise stated in a Schedule, upon the expiration of the Initial Service Term or any Service Renewal Term, the Schedule will automatically be renewed on the same terms and conditions for consecutive month-to-month renewal period(s) unless Customer or Rogers provides written notice of non-renewal or cancellation to the other at least 30 days in advance.
- Each renewal period described above is defined as a “**Service Renewal Term**”. The Initial Service Term and any Service Renewal Term(s) are collectively referred to as the “**Service Term**”. Rogers may change the Fees for Service Renewal Term by providing Customer with at least 60 days advance written notice of the change.
- 4.4. **Notice of Non-Renewal:** Either Party may send to the other Party a written notice, at least 30 days in advance of the expiration of the relevant Service Term that it does not intend to renew a Service or Product. As a result, that Service or Product will be terminated at the end of the then-current Service Term and any terms and conditions relating to the provision of such Service or Product set out in a Schedule will likewise expire.
- 4.5. **Early Provision of Services:** If Rogers begins work to provision any Service or Product, or if Rogers delivers any Service or Product, before the start of the MECA Term or the relevant Initial Service Term, all work and services provided by Rogers before either of those dates will be considered to have been provided under all of the terms and conditions of this Agreement including the relevant Schedule(s).

## 5. TERMINATION

- 5.1. **Early Termination of Service by Customer:** Customer may terminate a Service it has requested under a Schedule (“**Terminated Service**”) at any time before the end of the relevant Service Term by giving at least 30 days’ prior written notice to Rogers. If Customer terminates a Service under this Section, Customer shall pay to Rogers all Fees, Taxes and Late Payment Charges due for the Terminated Service up to the date of termination. Customer shall also pay to Rogers the termination charges specified in the relevant Schedule, or if not specified, an amount equal to 100% of the remaining monthly Fees for the Terminated Service that would have been payable to the end of the Service Term (collectively, the “**Termination Fees**”). Customer acknowledges that the Termination Fees are a reasonable estimate of Rogers’ liquidated damages and represent consideration for the Services and Products, and are not a penalty.
- 5.2. **Cancellation of Product by Customer:** If Customer cancels an order for Product(s) in full or in part prior to the delivery or performance of the order, a restocking fee of 15% of Product cost, as listed in the applicable Schedule will be charged. Rogers will apply any deposit collected for the cancelled Product(s) order towards the restocking fee. Rogers will not accept for return or refund (i) any purchased software, which will be charged at 100% of the price; (ii) Products that have already been delivered to Customer; (iii) Products that are non-stock, specially ordered or customized; or (iv) Products that have been discounted or sold to Customer at an incentive price.
- 5.3. **Termination for Cause:** Either Party may terminate this Agreement or any Services provided hereunder, or Rogers may suspend the Services in whole or in part, in each case, by giving notice in writing to the other Party upon the occurrence of any of the following: (i) the other Party commits a material breach with respect to a material obligation under this Agreement or the applicable Schedule and does not remedy that breach within 30 days after receiving written notice of the breach (Customer Obligations are to be material obligations); or (ii) the other Party enters into a compulsory or voluntary liquidation, or convenes a meeting of its creditors or has a receiver appointed over any part of its assets or takes or suffers any similar action in consequence of a debt, or ceases for any reason to carry on business. Customer’s failure to pay any invoiced Fees, Taxes or Late Payment Charges when due is a material breach with respect to a material obligation. Notwithstanding the foregoing, if Rogers materially breaches with respect to a material obligation in the provision of a Service or Product, and Rogers has not remedied that breach within 30 days after receiving written notice of such default, Customer shall only be entitled to terminate the affected Service or Product.
- 5.4. **Additional Termination Rights of Rogers:** Rogers may terminate any Service without any liability to Customer if: (i) Rogers decides to cease offering such Service as a generally available service; or (ii) any changes in applicable law, regulation, requirement, rule, ruling, guideline, policy or directive prohibits or

adversely affects Rogers ability to provide the Services or to fulfill its obligations hereunder, or (iii) if a notice from a government agency or department indicates Rogers is not permitted to provide any portion or all of the Services to be provided or to operate all or any portion of the Rogers Facilities or Network.

- 5.5. **Charges Payable:** On the termination of this Agreement or any Services provided hereunder for any reason, all payments required to be made to Rogers by Customer thereunder, shall be due and payable immediately. Termination of this Agreement or Services will not relieve Customer from any liability which accrued before the termination became effective. Customer will not be required to pay Termination Fees if Customer terminates this Agreement or Services under Subsection 5.3.

## 6. ROGERS PROPERTY

- 6.1. Rogers Equipment shall at all times be and remain the exclusive property of Rogers, wherever located, including on Customer premises. Upon termination or expiration of the Agreement or Services, Customer shall return the Rogers Equipment to Rogers at Customer's expense. Customer shall be responsible for the loss of or damage to the Rogers Equipment except if caused by the negligence or willful misconduct of Rogers. Customer shall ensure at all times that the Rogers Equipment is stored in a manner and in an environment that conform to relevant specifications provided by Rogers.
- 6.2. Customer acknowledges it has no right, title or interest in or to any network address or identifier (such as telephone number, IP address, host name) ("**Identifier**") assigned to Customer by Rogers. Rogers may, on reasonable notice to Customer, change the Identifier. Rogers is not obligated to notify any other Party of a change to Customer's Identifier.

## 7. CUSTOMER OBLIGATIONS

- 7.1. In addition to Customer's other obligations set forth in this Agreement, Customer shall:
- 7.1.1. not resell, remarket, transfer or share any of the Services;
  - 7.1.2. unless provided by Rogers as part of the Service under a Schedule, provide all necessary infrastructure (e.g. power and outlets) and ambient environments required for the safe and efficient operation and maintenance of the Rogers Equipment on Customer premises in accordance with the specifications provided by Rogers and all applicable industry and safety standards;
  - 7.1.3. unless provided by Rogers as part of the Service under a Schedule, be responsible for the supply (including obtaining necessary licenses and authorizations), installation and maintenance of Customer Equipment at each site that is necessary to receive the Services. Customer shall ensure that Customer Equipment is (i) installed, maintained, secured and stored in a manner and an environment that conform to the manufacturer's specifications and any specifications provided by Rogers, and (ii) compatible with the Rogers Equipment;
  - 7.1.4. obtain and maintain all third party licenses, authorizations, permissions and consents necessary to permit Rogers prompt and safe access to Customer's premises and Customer Equipment and Rogers Equipment on Customer premises, so they can perform Rogers' obligations and enforce Rogers' rights under this Agreement;
  - 7.1.5. not reproduce, change or tamper with or to allow anyone else to tamper with a 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;
  - 7.1.6. only use a Rogers SIM in a Rogers' approved device; or other hardware which has been approved by Rogers;
  - 7.1.7. at all times, use the Services in compliance with all laws, and all applicable Rogers policies, including the Acceptable Use Policy, the IP Address Policy, the Privacy Policy (each of which is available at [rogers.com/terms](http://rogers.com/terms)), and any Software License and shall not use nor permit usage of any Service for any improper use; and
  - 7.1.8. maintain the minimum commitment levels for billing, volume or usage, if any, as set out in a Schedule (the "**Minimum Commitment**") or pay any fees or charges, if any, set out in such Schedule related to the failure to meet any Minimum Commitment.

## **8. LIMITATION OF LIABILITY**

Any limitation of liability that applies to Rogers in this section shall also apply to the directors, officers, Affiliates, contractors and agents of Rogers.

### **8.1. LIABILITY FOR DAMAGES**

Rogers' total cumulative liability for damages, expenses, costs, liability, claims or losses (collectively, "**Damages**") arising out of or in connection with this Agreement or the provision of Products or Services under this Agreement, whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory even if Rogers has been advised of the possibility of those damages, is limited to direct, actual, provable Damages and will in no event exceed an amount equal to (i) for Services, the total aggregate monthly fees during the three month period before the event giving rise to the Damages, less all discounts and credits and amounts paid for previous Damages for such Service, if any, for the specific Service(s) that gave rise to the Damages or (ii) for Products, 50% of the total purchase price paid by Customer for the Product(s) giving rise to the Damages.

### **8.2. NO LIABILITY FOR CERTAIN DAMAGES**

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

### **8.3. REMEDIES**

All of Customer's rights and remedies relating to Service obligations, including in each case, any credits, refunds or rights of termination, are set out in the relevant schedule. These rights and remedies are subject to the limitations of liability set out in this section 8 and are the only remedies for Rogers' failure in respect of a Service obligation.

## **9. INDEMNITY**

Customer shall defend and indemnify Rogers, its parents, successors, Affiliates and agents from any claims, damages, losses or expenses (including without limitation legal fees and costs) incurred by Rogers in connection with all claims, suits, judgements, and causes of action (i) for infringement of patents or other proprietary rights arising from combining with or using any device, system or service in connection with Rogers Equipment; (ii) for libel, slander, defamation or infringement of copyright or other proprietary right with respect to material transmitted by Customer over the Rogers Equipment; or (iii) injury, death or property damage arising in connection with the misuse of the Services or the Rogers Equipment.

## **10. CONFIDENTIAL INFORMATION**

10.1. Confidential Information shall not be reproduced in any form except as required by the receiving Party to perform its obligations under this Agreement, a Schedule attached hereto and/or a Product Quotation. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original.

10.2. Each Party: (i) shall take those steps the receiving Party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care, to keep all Confidential Information strictly confidential; and (ii) shall not disclose any Confidential Information of the other to any person other than those individuals whose access is necessary to enable Customer to exercise its rights hereunder.

10.3. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information; (b) is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (c) has become generally available to the public without breach of this Agreement by the receiving Party; (d) at the time of disclosure, was known to the receiving Party free of restriction; (e) the disclosing Party agrees in writing is free of such restrictions; or (f) is required to be disclosed by law (court order or statutory requirement) provided that the receiving Party shall, if not prohibited by law, give the disclosing Party prompt written notice sufficient to allow the

disclosing Party to seek a protective order or other appropriate remedy, and shall, to the extent practicable, consult with the disclosing Party in an attempt to agree on the form, content, and timing of such disclosure. In the event of a legally required disclosure, the receiving Party shall only disclose such Confidential Information as is required, in the opinion of its counsel, and shall use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

- 10.4. Unless Customer provides express consent or disclosure is pursuant to a legal power, all information regarding Customer kept by Rogers, other than customer's name, address and listed telephone number, is confidential and may not be disclosed by Rogers to anyone other than: (i) Customer; (ii) a person who, in Rogers' reasonable judgment, is seeking the information as Customer's agent; (iii) another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose; (iv) a company involved in supplying Customer with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; (v) an agent retained by Rogers in the collection of Customer's account or to perform other administrative functions for us, provided the information is required for and used only for that purpose; (vi) a law enforcement agency whenever Rogers has reasonable grounds to believe that Customer has knowingly supplied Rogers with false or misleading information or are otherwise involved in unlawful activities directed against Rogers; (vii) an agent retained by Rogers to evaluate Customer's creditworthiness, provided the information is required for and is to be used only for that purpose; (viii) a public authority or agent of a public authority, if in Rogers' reasonable judgment, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information.

Express consent may be taken to be given by Customer where Customer provides: (i) written consent; (ii) oral confirmation by an independent third party; (iii) electronic confirmation through the use of a toll-free number; or (iv) electronic confirmation via the Internet. Customer consents to Rogers disclosing Customer information to the CRTC as required for the CRTC to approve any filings related to the Services.

## 11. **PRIVACY OF COMMUNICATION**

Rogers makes no promise that Customer's use of the Services will be entirely secure and private. Customer acknowledges that it may be possible for third parties to monitor communications while Customer uses the Services. Customer assumes full responsibility for the establishment of appropriate security measures to control access to its equipment and to the information transmitted by Customer. In addition, Customer acknowledges and agrees that Customer is solely responsible for taking the necessary precautions to protect its networks and systems, and all software, data and files stored on or otherwise forming part of its network and Customer's System, against unauthorized access by its employees or any third party, and that such responsibility includes, without limitation, protection against unauthorized access through the Services. Rogers will not be liable for any claims, losses, actions, damages, suits or proceedings whatsoever resulting from, arising out of or otherwise relating to Customer's failure to take appropriate precautions to protect its networks and systems and all software, data and files stored on or otherwise forming part of its network and systems, against unauthorized access by its employees or any third party or any other breach of customer's security or privacy.

## 12. **THIRD PARTY APPLICATIONS**

As between Rogers and Customer, Customer shall have total responsibility for its purchase and/or use of any applications, software, content, data query functions and other services produced, manufactured or performed by third parties for installation on the Hardware and/or for use in connection with the Software or Services together with any maintenance and support relating thereto (collectively, "**Third Party Services**"), whether offered by such third parties, Rogers or a separate third party. The parties acknowledge that in certain instances where Third Party Services are offered, directly or indirectly, by Rogers, Rogers may invoice Customer with respect to such Third Party Services. Rogers shall have no responsibility hereunder to correct or fix any problems or errors relating to or caused by the installation, configuration, modification or use of any Third Party Services or any components thereof and the installation and/or use of Third Party Services shall be at the sole risk of Customer.

## 13. **SUSPENSION OF SERVICES**

Rogers has 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 Products, the Services, the Third Party Services, the Rogers Equipment or Network, to maintain or improve service, if Customer is in breach of any of their obligations under this Agreement, or for other business reasons. Rogers shall keep all suspensions to a minimum and shall give Customer prior notice of such suspensions where reasonably practicable.

## **14. WARRANTIES**

### **14.1. WARRANTY OF PRODUCTS**

Rogers shall pass on the benefit of any warranties it receives from the Product manufacturer to Customer. Customer acknowledges that any attempt to repair, service, or tamper with the Products by a person other than Rogers or the applicable manufacturer may invalidate the manufacturer's warranty and may result in an impaired user experience. Any out-of-warranty maintenance and support services, if any, will be dealt with through a Product Quotation.

### **14.2. WARRANTY OF SERVICES**

Rogers warrants that it shall perform its Services in a professional and workman-like manner.

### **14.3. DISCLAIMER**

Except as expressly stated herein, Rogers disclaims all warranties, express, implied or statutory, including without limitation, and any implied warranties of merchantability or fitness for a particular purpose. Customer acknowledges that Rogers does not warrant (i) uninterrupted or error-free Services, or (ii) the content, availability, accuracy or any other aspect of any information including all data, files and all other information or content in any form, accessible or made available to or by Customer or End Users through the use of the Services. During a Service Term, Rogers may migrate a Service to an alternative service or technology as long as the alternative service or technology provides similar functionality as the Service. The definition of "Service" includes the alternative service. Rogers shall not be responsible if any changes in the Services affect the performance of equipment, hardware or software other than the Rogers Equipment or cause it to become obsolete or require modification or attention. Rogers shall provide Customer with 60 days' notice of any such change. Customer acknowledges that Rogers may interrupt the Services, as may be specified in the Service Schedules or in case of emergency, in order to provide maintenance in respect of the Services.

## **15. RISK OF LOSS**

Customer assumes the risks of loss and damage to any Product that has been delivered to its premises. Upon delivery, Rogers shall be considered to have carried out its obligations relating to the Product(s) under the terms of this Agreement. The Product is then billable to Customer. By installing or using Products, Customer agrees that software included with the Product purchase is licensed strictly in accordance with the terms provided by the original equipment manufacturer ("OEM").

## **16. DATA MONITORING**

Rogers has no obligation, but has the right at any time and from time to time, to monitor use of the Services (electronically or otherwise) as necessary to satisfy any law, regulation or investigate any information, data, files, pictures or content in any form or use of Services as necessary to operate the Services or to protect the rights or property of itself or others that are directly related to providing the Products and Services. Such monitoring shall include but not be limited to bandwidth consumption and how it affects operation and efficiency of the network and Rogers Services.

## **17. CONTENT**

Customer acknowledges that there is some content accessible through the Services that may be offensive to Customer or an end user, or that may not be in compliance with applicable law. Customer acknowledges that Rogers does not own or have any control over the availability, accuracy or any other aspect of any third-party content in any form or any type accessible or that may be made available to or by Customer or its end users through the use of the Services.

**18. PUBLICITY**

Neither Party shall use the name of the other Party in publicity, advertising, or similar activity, without the prior written consent of the other.

**19. RELATIONSHIP OF THE PARTIES**

Each of the parties are independent contractors. Nothing herein shall be construed to place the parties in a relationship of principal and agent, partners or joint venturers, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever.

**20. SITE PREPARATION, INSTALLATION AND IMPLEMENTATION**

Unless otherwise agreed in a Product Quotation, Customer will be responsible for the preparation of each delivery site for the installation/implementation of the Hardware and/or Software.

**21. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

**22. SEVERABILITY**

If any provision of this Agreement is illegal or unenforceable, that provision shall be considered separate and severable from the remaining provisions of this Agreement and the remaining provisions shall remain in force. Amendments shall be made to this Agreement to put the Party who is disadvantaged by such illegality or unenforceability in the same financial position as if no provision were illegal or unenforceable. The parties will immediately negotiate in good faith a replacement for any such provision in order to preserve the interests of the parties to the extent permitted by law. If the parties are unable to agree on an amendment, such amendment shall be determined by a Court or Arbitral Tribunal, as applicable.

**23. ENTIRE AGREEMENT**

This Agreement, along with any related Schedule(s), if any, constitute the entire understanding between the parties with respect to the subject matter of this Agreement and there are no representations, warranties, covenants, agreements or collateral understandings, oral or otherwise, expressed or implied, affecting this instrument which are not expressly set forth herein. This Agreement supersedes all prior agreements, understandings, commitments, undertakings, proposals, representations, negotiations and discussions on the subject matter, whether written or oral. The terms and conditions of any order form, purchase order or invoice shall incorporate only the terms and conditions of this Agreement and the terms and conditions contained in this Agreement shall supersede any conflicting terms and conditions contained in any such order form, purchase order or invoice. This Agreement may not be amended without the written and signed agreement of both parties.

**24. ASSIGNMENT**

Customer shall not assign this Agreement or any part of it without the prior written consent of Rogers.

**25. GOVERNING LAW AND ARBITRATION**

**25.1. GOVERNING LAW**

The Agreement is governed by the laws in force in the province of New Brunswick, and the laws of Canada applicable therein, and is subject to the exclusive jurisdiction of the courts of such province. The Customer and Rogers both waive trial by jury.

**25.2. ARBITRATION**

Any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise) arising out of or relating to this Agreement (each a "**Dispute**") is settled by final and binding arbitration to the exclusion of the courts. Arbitration is conducted only on an individual basis and not in a class or representative action or as a member in a class, consolidated or representative action. Customer and Rogers each pay half of all reasonable costs associated with that arbitration. Customer must notify



Rogers of a Dispute in writing at: [legal.notices@rci.rogers.com](mailto:legal.notices@rci.rogers.com). Arbitration is conducted by one arbitrator and is governed by the laws referred to in Section 25.1.

**26. DEPOSIT AND CREDIT CHECK**

Rogers may credit assess Customer from time to time as reasonably required to assess Rogers' risk. Each credit assessment will determine Customer's credit limit on Customer's Rogers' account (details of which are available on request). Rogers also reserves the right to change Customer's credit limit at any time. Notice will be given for any assignment of or change to the credit amount limit. Customer hereby authorizes Rogers to obtain information about the credit history of Customer and acknowledges that Rogers may provide information to credit bureaus about Customer's credit experience with Rogers. If at any time during the MECA Term a credit review reveals Customer as non-creditworthy, Rogers may require Customer to provide a deposit or require a change to payment terms. If Customer fails to provide Rogers with such a deposit or fails to honour revised payment terms, Rogers may either suspend or terminate the Agreement on 10 days' notice. Any such deposit shall be maintained as security for Customer's performance of its obligations under this Agreement.

**27. NOTICE**

All notices given under this Agreement shall be in writing and will be deemed to have been duly delivered, effective upon receipt if couriered, hand delivered or emailed with return receipt requested, or effective 3 business days after being deposited, postage prepaid, return receipt requested, in the mail and sent to the following addresses:

If to Customer at the address listed on page one of this Agreement

If to Rogers at Rogers Communications Canada Inc., One Mount Pleasant Road, Toronto, ON M4Y 2Y5, Attention: VP, National Sales, Facsimile: (416) 935-7505; with a copy to:

Attention: Legal Department, Email: [legal.notices@rci.rogers.com](mailto:legal.notices@rci.rogers.com)

Any Party may at any time give notice in writing to the other Party of any change of the address for notice.

**28. THIRD PARTY BENEFICIARIES**

Except as otherwise specifically stated in this Agreement, the provisions of this Agreement are for the benefit of the parties hereto and not for any other person.

**29. FORCE MAJEURE**

Other than with respect to the payment of Fees and Taxes and other amounts to Rogers, in no event shall either Party have any liability for failure to comply with this Agreement, if such failure results from the occurrence of any contingency beyond the reasonable control of the Party including, without limitation, strike or other labour disturbance, damage to facilities, riot, theft, fires, flood, lightning, storm, any act of God, power failure, war, national emergency, interference by any government or governmental agency, embargo, seizure, or enactment of any law, statute, ordinance, rule, or regulation.

**30. WAIVER OF DEFAULT**

Waiver by either Party of any default by the other Party shall not be deemed a continuing waiver of such default or a waiver of any other default.

**31. LANGUAGE**

The parties hereto have required that this Agreement and all documents or notices resulting therefrom or ancillary thereto be drawn up in the English language. Les parties aux présentes ont demandé que ce contrat et tous les documents ou avis en résultant ou y étant associés soient rédigés en anglais.

**32. HEADINGS/GENDER**

The headings of all articles or sections herein are inserted for convenience of reference only and shall not affect the construction or interpretation hereof. Except where the context otherwise indicates, words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender.

**33. SURVIVAL**

All provisions that logically ought to survive termination of this Agreement shall survive.

The following individual is hereby identified by the Customer as the primary Customer contact for the purposes of authorizing activity or changes on the Customer's account:

Business Authorized User Name	Rick Ouellette
Business Authorized User Title	Manager, IT & Cyber Security
Business Authorized User Email	rick.ouellette@saintjohn.ca

The Parties, by their duly authorized representatives, acknowledge having reviewed and understood the terms and conditions set out herein.

**City of Saint John**

**Rogers Communications Canada Inc.**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name:

Name:

Title:

Title:

Signature Date:

Signature Date:

**City of Saint John**

**Rogers Communications Canada Inc.**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name:

Name:

Title:

Title:

Signature Date:

Signature Date:

The following Custom Wireless Services are offered to the Customer for a three (3) year Initial Service Term, beginning on the Service Effective Date for the Custom Wireless Pricing.

The Custom Wireless Services have the following subsidized and unsubsidized core price plans to which additional options and features may be added.

- Custom Voice Plan
- Custom Flex Data Add-on Plan
- Data Only Plans (unsubsidized only)
- Roam Like Home Roaming Plan

The standard inclusions of each of the core price plans are described in the tables below.

**Custom Wireless Services**

Custom Voice Plan					
Voice Services Included	Minutes Included	Fee for Service	Charge for BYOD (unsubsidized Device)	Charge for Subsidized Device (2 year Line Term)	Pooling / Overage
Monthly Service Fee includes: <ul style="list-style-type: none"> <li>• Cross-Canada Local</li> <li>• Voicemail</li> <li>• Call Display</li> <li>• Call Waiting</li> <li>• Call Forwarding</li> <li>• 3 Way Conference Call</li> <li>• Group Internal Government Calling (within Customer numbers)</li> <li>• Unlimited SMS incoming + outgoing in Canada</li> </ul>					
Voice Only Monthly Services Fee	Unlimited		\$5.00	\$7.00 (Basic subsidy)	Unlimited
Long Distance Rate per Minute:					
<ul style="list-style-type: none"> <li>• Within New Brunswick</li> </ul>			Incl.	Incl.	Incl.
<ul style="list-style-type: none"> <li>• Canada to Canada</li> </ul>			Incl.	Incl.	Incl.
<ul style="list-style-type: none"> <li>• Canada to US</li> </ul>			Incl.	Incl.	Incl.
<ul style="list-style-type: none"> <li>• US to Canada</li> </ul>	Per minute	\$0.10	\$0.10	\$0.10	No pooling
Monthly Suspension Rate per device - Any given Line can be suspended once a year for up to 6 consecutive months.		No cost, months in suspension will be added to Line Term	No cost, months in suspension will be added to Line Term	No cost, months in suspension will be added to Line Term	

### Custom Flex Data Add-on

Custom Flex Data Add-on to the Custom Voice Plan above					
Data Add Ons	Data Included	Fee for Service	Charge for BYOD (unsubsidized Device)	Charge for Subsidized Device (2 year Line Term)	Pooling / Overage
Monthly Services Fee for Flat Rate for Tier 1 low volume Data Usage	1GB	NA	\$8.88	\$16.88	No pooling Flex to next tier
Monthly Services Fee for Flat Rate for Tier 2 medium volume Data Usage	3GB	NA	\$14.00	\$22.00	No pooling Flex to next tier
Monthly Services Fee for Flat Rate for Tier 3 high volume Data Usage	6GB	NA	\$17.00	\$25.00	No pooling Flex to next tier
Monthly Services Fee for Flat Rate for Tier 4 unlimited Data Usage*	Unlimited	NA	\$37.00	\$45.00	Fair Usage Policy (*)

(\*) Fair Usage Policy: To ensure the Customer enjoys optimal experience on the Rogers' network, Rogers has implemented a Fair Usage Policy. For data consumption, the Fair Usage Policy specifies that if a Corporately Paid Line exceeds 50GB of data usage for two (2) out of three (3) consecutive months, Rogers will notify the Customer and the Customer will be responsible for contacting the end-user of the Corporately Paid Line, as applicable, to re-enforce the Fair Usage Policy and attempt to determine if the usage by the end-user is required for business purposes. Customer will attempt on a best efforts basis to minimize any excessive usage that is not required for business purposes.

### Data Only Plans

Data Only Plans: (Not attaching to voice plan, standalone data)					
Data Plans	MB Incl.	Fee for Service	Flat Rate (BYOD)	Flat Rate Subsidized	Pooling / Overage
IOT Data Only Device Monthly Services Fee for low volume Data Usage (pooled) Not eligible for RLH	5MB pooled	n/a	\$3.87	NA	Pooled (\$0.02 per MB overage)
Monthly Services Fee for Flex plans for Turbo sticks, Tablet, Turbo Hub, Modems etc (not smart phones) (no pooling)	1GB		\$10.00	\$15.00	Flex
	3GB		\$14.00	\$19.00	Flex
	6GB		\$18.00	\$23.00	Flex
	Unlimited		\$30.00	\$40.00	Fair Usage Policy (*)
Rate per Megabyte for US Data Roaming (where the Customer does not activate Roam Like Home roaming on a Line)	Per MB	\$0.10	\$0.10	\$0.10	n/a
Rate per Megabyte for International Data Roaming (where the Customer does not activate Roam Like Home roaming on a Line)	Per MB		Zone 2: \$0.50 Zone 3: \$1.00 Zone 4: \$10.00		n/a

(\*) Fair Usage Policy: To ensure the Customer enjoys optimal experience on the Rogers' network, Rogers has implemented a Fair Usage Policy. For data consumption, the Fair Usage Policy specifies that if a Corporately Paid Line exceeds 50GB of data usage for two (2) out of three (3) consecutive months, Rogers will notify the Customer and the Customer will be responsible for contacting the end-user of the Corporately Paid Line, as applicable, to re-enforce the Fair Usage Policy and attempt to determine if the usage by the end-user is required for business purposes. Customer will attempt on a best efforts basis to minimize any excessive usage that is not required for business purposes.

### Roam Like Home Roaming Plan:

Roaming Options <sup>(2)(4)</sup>		
	Inclusions	Overage
Roam Like Home Destinations (\$0 RLH add-on)	All Roam Like Home Destinations listed below at a charge of \$12.00 per day for United States and \$20.00 per day for all other Roam Like Home Destinations	N/A
United States: Voice Individual Add-on (only available for customers with Static IP service <sup>3</sup> )	\$20 – Unlimited Voice Minutes	Overage Rate: N/A
United States: Data Individual Add-on (only available for customers with Static IP service <sup>3</sup> )	\$0: 0 – 2 MB \$25: 3 MB – 250 MB \$50: 251 MB – 1 GB	Overage Rate: \$50 / 1 GB
United States: SMS Individual Bucket (only available for customers with Static IP service <sup>3</sup> )	\$0: 0 SMS \$5 – Unlimited SMS	Overage Rate: N/A
Zone 2: Voice Individual Add-on	\$0: 0 Minutes \$40: 1 – 100 Minutes	Overage Rate: \$40 / 100 Min
Zone 2: Data Individual Add-on	\$0: 0 – 2 MB \$40: 3 – 300 MB \$60: 301 – 600 MB	Overage Rate: \$60 / 600 MB
Zone 3: Voice Individual Add-on	\$0: 0 Minutes \$40: 1 – 50 Minutes	Overage Rate: \$40 / 50 Min
Zone 3: Data Individual Add-on	\$0: 0 – 2 MB \$40: 3 – 50 MB	Overage Rate: \$40 / 50 MB
Zone 4: Voice Individual Add-on	\$0: 0 Minutes \$50: 1 – 25 Minutes	Overage Rate: \$50 / 25 Min
Zone 4: Data Individual Add-on	\$0: 0 – 2 MB \$65: 3 – 25 MB	Overage Rate: \$65 / 25 MB
Zone 2, 3 and 4: SMS Individual Add-on	\$0: 0 SMS \$10: 1 – 500 SMS	Overage Rate: \$10 / 500 SMS
Pay per use destinations (those that are not a Roam Like Home Destination, nor part of Zone 2, Zone 3 or Zone 4)	Rogers then-current pay-per-use rates. For more information, please visit: <a href="https://www.rogers.com/web/content/add-ons#/travel">https://www.rogers.com/web/content/add-ons#/travel</a>	

<sup>2</sup> = Individual data add-ons include 2 free MB of data at \$0 to account for any accidental roaming that may occur.

<sup>3</sup> = Static IP is a solution that combines a Public Access Point Name (APN) with Static IP addresses for companies requiring a permanent IP address on their data devices.

<sup>4</sup> = Any voice or SMS roaming on a data only / MBB plan will result in pay-per-use overages. Please visit <https://www.rogers.com/web/content/add-ons#/travel> to find the applicable rates based on country of travel.

### Optional Add-ons

Optional Add-ons				
Product / Services Name	Unit	List Price	Disc.	Charges
Premium Voicemail to Text	Per Line	\$4.00	0%	\$4.00 per month
International Long Distance Super Saver	Per Line	\$5.00	0%	\$5.00 per month
Push to Talk with 500 MB Data	Per device	\$10.00	0%	\$10.00 per month
Apple Business Manager (for iPhones)	Per Device	\$20.00	100%	\$0.00
Apple Business Manager (for iPads)	Per Device	\$20.00	100%	\$0.00

## **Terms and Conditions**

The following terms and conditions apply to the Custom Wireless Services:

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 a Customer end-user's monthly usage (voice, data and SMS) must occur on the Rogers Wireless Network. If the majority of a Customer end-user's monthly usage occurs within Extended Coverage areas, Rogers may restrict or limit the Customer end-user's access to Extended Coverage on an ongoing basis. Further, where Rogers identifies that the Customer's usage while utilizing Extended Coverage is excessive, Rogers reserves the right to charge the Customer a reasonable fee for such excessive usage, or, alternatively, to block such Customer's end-user from utilizing Extended Coverage going forward.

A Customer's Rogers Device will always connect to the Rogers Wireless Network if it is available. Once a Customer 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 the Customer 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 the Customer 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.

2. **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](http://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](http://www.rogers.com/911).**

3. **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, the Customer acknowledges and agrees to the information in this section regarding the limitations of using such eSIM-enabled Device for dialing 9-1-1. If the Customer is not comfortable with these limitations, Rogers recommends not using an eSIM-enabled Device, or consider an alternate means for accessing traditional 9-1-1 emergency services. Rogers recommends that the user of an eSIM-enabled Device keep 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 user of an 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. The Customer agrees to inform all Customer employees or users who activate an eSIM-enabled Device through the Customer’s Rogers account of the following limitations and requirements.

A. **9-1-1 Emergency Address.** When an eSIM-enabled Device is first activated, the user of such Device 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 the Customer’s user(s) fail to comply with this requirement or Rogers suspects the Customer or its users have provided false, inaccurate or incomplete location information, Rogers has the right to restrict the Customer’s user(s) current and/or future ability to use their eSIM-enabled Device. Rogers will not, however, disable the ability to place a 9-1-1 call during any such restriction.

B. **Placing 9-1-1 Calls.** If a Customer 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 a Customer 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 Customer user or based on the location the Customer user has provided to the 9-1-1 operator. The Customer 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 Customer user does not hang up unless directly told to do so, and if disconnected, immediately dials 9-1-1 again. The Customer user should also be prepared to provide their call-back number to the 9-1-1 operator. If a Customer 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 Customer user must dial 9-1-1 again. If the Customer 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.** The Customer agrees, and must ensure that the Customer 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 each eSIM-enabled Device. If the Customer 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 Customer user is unable to speak, the dispatcher may not be able to locate the caller if the Customer user has failed to update their 9-1-1 Emergency Address. The Customer 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 Customer 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 Customer user provided, the Customer user will be provided with a recommendation for correction of the 9-1-1 Emergency Address. If the Customer 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 a Customer 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 Customer 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 (a Customer 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 (a Customer user cannot forward calls to 9-1-1). In addition, a Customer 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 (a Customer 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.

4. **Pricing Eligibility.** Where the Customer is migrating to the Custom Wireless Plans from another Rogers' wireless price plan, the Custom Wireless Plans pricing will take effect on the first day of the Customer's next wireless billing cycle, unless otherwise indicated by Rogers, and any previously existing Customer price plans will be deleted and replaced in their entirety by the price plans of the Global Business Plans. Where the Custom Wireless Plans pricing set out above include pricing elements that must be customized on Rogers' billing system prior to the Customer's Corporately Paid Lines being able to migrate or activate on such customized pricing, the Service Effective Date for the Custom Wireless Plans shall be the date on which Rogers notifies the Customer that such customized pricing is available. The Customer will not be eligible for any retroactive credit representing the difference between the Customer's previous pricing for their wireless services and the new Custom Wireless Plans pricing.
5. **Ordering the Services.** Services may from time to time be ordered by the Customer for use by any one or more officers or full time employees of the Customer (each an "**Employee**"), as applicable, by requesting to activate a Corporately Paid Line. The Customer acknowledges and agrees that it shall be liable for all amounts owing to Rogers for Corporately Paid Lines. To order Corporately Paid Lines, the Customer shall have the applicable authorized person, as set forth on the Customer's Rogers account details, submit to Rogers an activation request containing the information required by Rogers.
6. **Economic Inducement Recovery Fee (Termination Fees).** 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 the Customer paid for the Device at the time of activation.  
The parties acknowledge and agree that the Economic Inducement Recovery Fees are payable by the Customer 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.
7. **Devices.** All Devices purchased from Rogers are 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. Customer acknowledges that rights in respect of trademarks, trade names, copyrights, patents and other intellectual property rights connected with the Devices do not pass to Customer.

8. **Hardware Fees.** Where the Customer purchases a Device from Rogers and activates the Device on a Core Price Plan that is ineligible for hardware subsidy, the Customer 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 the Customer at the time of purchase. Where the Customer purchases a Device from Rogers and activates the Device on a Core Price Plan that is eligible for Hardware Subsidy, the Customer will receive a fixed amount discount associated with the applicable hardware subsidy tier. This fixed amount discount is subject to change by Rogers at any time, without notice to the Customer.

Notwithstanding the foregoing, Rogers is offering the Customer the following custom hardware pricing for the duration of the Initial Service Term, while supplies last:

iPhone 7 32GB, \$0 when purchased on a 2 Year Line Term on a Combined Voice and Data Plan, for new activations and upgrades

iPhone SE (2nd Gen) 64GB, \$110 when purchased on a 2 Year Line Term on a Combined Voice and Data Plan, for new activations and upgrades

Samsung A20, \$0 when purchased on a 2 Year Line Term on a Combined Voice and Data Plan, for new activations and upgrades

9. **Early Hardware Upgrade.** If a Corporately Paid Line 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.

10. **Downgrade Fee.** If the Customer chooses to downgrade a Line to a core price plan with a lower tier of hardware subsidy eligibility during the Line Term, then the Customer 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 the Customer 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 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 \$37.50 would reduce the total EIRF by the same amount.

11. **One-Time Renewal Credit.** The One-Time Renewal Credit will be applied on renewals of eligible Corporately Paid 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 Product Quotation.

Corporately Paid 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.

Rogers is offering following products on eligible Corporately Paid Employee Lines renewing within twelve (12) months of the Pricing Effective Date:

Custom Wireless Services, 3 Year Line Term on a Combined Voice and Data Plan, \$50 Renewal Credit.

The Credit Recovery Period for the applicable Renewal Credit is three (3) years.

In the event that the Customer terminates or suspends 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 Product Quotation. The amount of the One-Time Renewal Credit quoted in the Product Quotation is after applicable taxes.

12. **Roaming.** The Custom Wireless Plans include Roam Like Home Destinations by default. The Customer does not have the option to block voice or data roaming on the Custom Wireless Plans. In destinations other than Roam Like Home Destinations, Individual Flex Roaming options can be purchased by the Customer 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. 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, Customer 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).
13. **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.). Customer agrees 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.
14. **Data Pooling.** For all Corporately Paid Lines activated on Shared Pricing plan(s) eligible for pooling, smartphone data is pooled, giving the Customer access to draw data from the pool for a monthly fee, plus applicable overage charges.
15. **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.
16. **Additional Features.** Additional service details and additional plans and features that the Customer may purchase from Rogers are set out at [rogers.com/business](http://rogers.com/business), subject to certain eligibility requirements. The Customer's discount, if any, does not apply to these additional plans and features.
17. **Rogers Facilities.** The Services will be provided to Customer using the Rogers Wireless Network within the area that Rogers provides the Services (which area may be enlarged or reduced in scope from time to time by Rogers in its sole discretion). The Customer acknowledges that the geographic areas within which Rogers provides different Services may vary. Customer acknowledges and agrees that Rogers reserves the right in its discretion and without notice to Customer, from time to time to make changes in any aspect of the Rogers Wireless Network.  
In addition to Rogers' rights set forth in the Agreement, Rogers shall have the right to suspend all or part of the Services or access to the Services immediately if Rogers reasonably suspects or determines that there is a malfunction, abuse, incorrect configuration or use of the Devices, Customer Equipment, the Services, the Third Party Services, or the Rogers Wireless Network. Customer agrees that, to maintain or improve service, or for other business reasons, Rogers may at its sole discretion modify or temporarily restrict or suspend all or part of the Services without notice.  
Customer acknowledges that the Services are subject to transmission limitations caused by atmospheric or topographical conditions or equipment failures beyond the reasonable control of Rogers. The Services may be temporarily refused, interrupted or curtailed due to governmental regulations or orders, system capacity limitations or equipment modifications, upgrades, reallocations, repairs, maintenance and similar activities necessary for the proper operation of the Services.

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

This section applies only to the provision of emergency services on a mandatory basis. For the purposes of this provision "Customer" means the Customer and its end users. In respect of the provision of emergency services on a mandatory basis, Rogers is not liable for:

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

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

**19. No Warranty.** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES AND ALL DEVICES, OTHER ROGERS EQUIPMENT AND THIRD PARTY SERVICES ARE PROVIDED BY ROGERS "AS IS" AND "AS AVAILABLE" AND, TO THE EXTENT PERMITTED BY LAW, WITHOUT WARRANTY BY ROGERS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ROGERS SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER FOR: (I) ANY INTERRUPTIONS OR DISRUPTIONS OF THE SERVICES, THE INTERNET OR THE THIRD PARTY SERVICES OR ANY OTHER DAMAGES SUFFERED BY CUSTOMER WHICH ARE CAUSED BY DIRECTLY OR INDIRECTLY BY ANY FAILURES OF THE DEVICES, OTHER ROGERS EQUIPMENT, THE SERVICES, THE ROGERS WIRELESS NETWORK, THE INTERNET OR THE THIRD PARTY SERVICES; (II) ANY POWER FAILURES; (III) ANY ACTS OR OMISSIONS OF CUSTOMER OR ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS INCLUDING, WITHOUT LIMITATION, DEFAMATION OR COPYRIGHT INFRINGEMENT; (IV) ANY DISRUPTION OF ANY PART OF THE EQUIPMENT USED TO PROVIDE THE SERVICES BY PARTIES OTHER THAN ROGERS; (V) ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ARISING FROM OR IN CONNECTION WITH CUSTOMER'S USE OF THE DEVICES, OTHER ROGERS EQUIPMENT, THE SERVICES OR THE THIRD PARTY SERVICES; (VI) ANY EVENT OF FORCE MAJEURE, AS DESCRIBED IN THE AGREEMENT; OR (VII) ANY SUSPENSION OR TERMINATION OF THE SERVICES

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

**20. Despite any other term of this Agreement.** The total amount payable by the Customer to Rogers for all fees and expenses (excluding HST) for the Products, Services, and Termination Fees set out in this Schedule will not exceed \$500,000.00 for the Term of the Agreement.

## **Definitions**

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

1.1 Billing Account Number (BAN) – means a unique Rogers' wireless account number.

- 1.2 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.
- 1.3 Call Forwarding – means a feature that allows calls made to the Customer’s wireless number to be forwarded to another specified number.
- 1.4 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.
- 1.5 Canadian – means wireless voice, data or SMS/MMS traffic both originating and terminating within Canada.
- 1.6 Corporately Paid Lines – means a Device activated on a Rogers’ wireless price plan for which the Customer is financially and legally responsible
- 1.7 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.
- 1.8 Enhanced Voicemail – means each enrolled Corporately Paid 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.
- 1.9 International – means wireless voice, data or SMS/MMS traffic terminating to a country other than Canada or the United States.
- 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. The Line Term is determined by the Device subsidy selected by the Customer. Following the end of the Line Term for each Corporately Paid Line, the Line Term shall continue on a month to month basis at the then-current pricing in effect for such Corporately Paid Line, until terminated by either Rogers or the Customer. During any such month to month renewal of the Line Term, Rogers reserves the right to adjust the pricing for the applicable Corporately Paid Line.
- 1.11 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.
- 1.12 MMS – means Multimedia Messaging Service, or text messaging with enhanced features such as images, audio and video files within certain size limits.
- 1.13 No Term Device Charge – means the advertised Device price described on item II 8 of this Product Schedule, for a Device purchased on a monthly Line Term.
- 1.14 Pooled – means that the allocation of data is shared amongst the Customer’s eligible Corporately Paid Lines on a common Billing Account Number.
- 1.15 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.
- 1.16 Rogers Wireless Network – means the Rogers-owned wireless transmission facilities.
- 1.17 SIM card – means the Rogers SIM (Subscriber Identity Module) card that allows the Customer to connect a Rogers’ Device to the Rogers Wireless Network.
- 1.18 SMS – means Short Message Service, or text messaging.
- 1.19 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.

- 1.20 Visual Voicemail - means the Customer's 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.
- 1.21 Voicemail to Text – means a feature where Customers can get a text version of the voicemail messages in addition to the audio file. This feature requires that the Customer's 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 the Customer does not require a data plan to use the service. There are no charges when the customer is using Voicemail-to-Text in Canada. However, Data roaming charges will incur when roaming outside of Canada.
- 1.22 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.
- 1.23 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.
- 1.24 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.

This Product Schedule sets out provisions with respect to the Customer's subscription to the Products and/or Services described herein as provided by Rogers Communications Canada Inc. ("**Rogers**"), details of which are stipulated in the Product Quotation. This Product Schedule is an attachment to and forms an integral part of the Customer's Master Enterprise Customer Agreement (the "**Agreement**") with Rogers. The Customer agrees to be bound by the terms and conditions set out in the Agreement, which include without limitation this attachment and any other attachments to the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

## **Part I. Product Description**

This Product Description pertains specifically to the Push to Talk Services supplied by Rogers to the Customer. Rogers' wireless services, including the wireless services provided with the Push to Talk Services, are provided over a coast-to-coast Rogers-owned network based on GSM, GPRS, EDGE, 4G HSPA+, LTE, LTE-Advanced, and multi-path digital fibre network technologies. Push to Talk over the Rogers Wireless Network involves individual half-duplex transmissions being sent by the Customer's Push to Talk Device to another Push to Talk subscriber on the Rogers Wireless Network without such subscriber needing an open wireless connection. Since the Push to Talk Services are half-duplex, only one subscriber can transmit by Push to Talk at a time; the other party is unable to transmit until the transmitting user unkeys their Push to Talk button. A Push to Talk transmission can be sent to one or multiple recipients.

Rogers' Push to Talk Services are sold with the following features:

- 1) Push to Talk Services
- 2) Push to Talk Dispatcher
- 3) Push to Talk History and Reporting

## **Part II. Product Terms and Conditions**

1. **Statement of Work.** The details and conditions of the Push to Talk Services are more fully set out in the Statement of Work attached to the Agreement.
2. **Devices.** 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. Customer acknowledges that rights in respect of trademarks, trade names, copyrights, patents and other intellectual property rights connected with the Devices do not pass to Customer.
3. **Data Rounding and Rating.** Actual billed rates for data usage may vary from those quoted as a result of, without limitation, rounding, minimum message length, and usage patterns. Customer agrees that, to the extent there is any dispute as to the amount of data transmitted to and from a SIM in a particular period of time, then the amount of data transmitted as calculated by Rogers' systems and verified by the call detail records (CDRs) from such systems shall govern.
4. **Data Protocols/Transmission.** Transmission Control Protocol/Internet Protocol overhead characters shall be added to all data transmissions which characters shall be included in the calculation of data usage. Compression may impact the total amount billed to your account. The application may resend data packets to ensure complete delivery and Customer will be billed for these resent packets. Retransmissions by the application will be counted. All transmissions due to the Rogers Wireless Network on the air link are not included in the count of application resent packets as the usage records are picked up by the network after the air link retransmissions. The Customer will be charged for all data usage sent through the Rogers Wireless

Network, including any advertisements that appear on the Customer's Device(s), regardless of whether such Device(s) actually receives the information.

5. **Data Pooling.** For all Corporately Paid Lines activated on the same Shared Pricing plan, smartphone data is pooled, giving the Customer access to draw data from the pool for a monthly fee, plus applicable overage charges.
6. **Long Distance Rounding.** Canadian, United States and International Long Distance will be charged in increments of sixty (60) seconds, rounded up to the nearest minute on a per call basis.
7. **Additional Features.** Additional service details and additional plans and features that the Customer may purchase from Rogers are set out at [rogers.com/business](http://rogers.com/business), subject to certain eligibility requirements. The Customer's discount, if any, does not apply to these additional plans and features.
8. **Rogers Facilities.** The Services will be provided to Customer using the Rogers Wireless Network within the area that Rogers provides the Services (which area may be enlarged or reduced in scope from time to time by Rogers in its sole discretion). The Customer acknowledges that the geographic areas within which Rogers provides different Services may vary. Customer acknowledges and agrees that Rogers reserves the right in its discretion and without notice to Customer, from time to time to make changes in any aspect of the Rogers Wireless Network.

In addition to Rogers' rights set forth in the Agreement, Rogers shall have the right to suspend all or part of the Services or access to the Services immediately if Rogers reasonably suspects or determines that there is a malfunction, abuse, incorrect configuration or use of the Devices, Customer Equipment, the Services, the Third Party Services, or the Rogers Wireless Network. Customer agrees that, to maintain or improve service, or for other business reasons, Rogers may at its sole discretion modify or temporarily restrict or suspend all or part of the Services without notice.

Customer acknowledges that the Services are subject to transmission limitations caused by atmospheric or topographical conditions or equipment failures beyond the reasonable control of Rogers. The Services may be temporarily refused, interrupted or curtailed due to governmental regulations or orders, system capacity limitations or equipment modifications, upgrades, reallocations, repairs, maintenance and similar activities necessary for the proper operation of the Services.

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

9.1 This Section applies only to the provision of emergency services on a mandatory basis. For the purposes of this provision "Customer" means the Customer and its end users. In respect of the provision of emergency services on a mandatory basis, Rogers is not liable for:

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

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

negligence or anti-competitive conduct on Rogers' part or in cases of breach of contract where the breach results from Rogers' gross negligence.

10. **No Warranty.** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES AND ALL DEVICES, OTHER ROGERS EQUIPMENT AND THIRD PARTY SERVICES ARE PROVIDED BY ROGERS "AS IS" AND "AS AVAILABLE" AND, TO THE EXTENT PERMITTED BY LAW, WITHOUT WARRANTY BY ROGERS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ROGERS SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER FOR: (I) ANY INTERRUPTIONS OR DISRUPTIONS OF THE SERVICES, THE INTERNET OR THE THIRD PARTY SERVICES OR ANY OTHER DAMAGES SUFFERED BY CUSTOMER WHICH ARE CAUSED BY DIRECTLY OR INDIRECTLY BY ANY FAILURES OF THE DEVICES, OTHER ROGERS EQUIPMENT, THE SERVICES, THE ROGERS WIRELESS NETWORK, THE INTERNET OR THE THIRD PARTY SERVICES; (II) ANY POWER FAILURES; (III) ANY ACTS OR OMISSIONS OF CUSTOMER OR ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS INCLUDING, WITHOUT LIMITATION, DEFAMATION OR COPYRIGHT INFRINGEMENT; (IV) ANY DISRUPTION OF ANY PART OF THE EQUIPMENT USED TO PROVIDE THE SERVICES BY PARTIES OTHER THAN ROGERS; (V) ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ARISING FROM OR IN CONNECTION WITH CUSTOMER'S USE OF THE DEVICES, OTHER ROGERS EQUIPMENT, THE SERVICES OR THE THIRD PARTY SERVICES; (VI) ANY EVENT OF FORCE MAJEURE, AS DESCRIBED IN THE AGREEMENT; OR (VII) ANY SUSPENSION OR TERMINATION OF THE SERVICES

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

### Part III. Definitions

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

- 1.1 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.
- 1.2 Pooled – means that the allocation of minutes, data or messages are shared amongst the Customer's eligible Corporately Paid Lines on a common Billing Account Number. Corporately Paid Lines with Pooled features must be on separate Billing Account Number from Corporately Paid Lines with standalone features.
- 1.3 Rogers Wireless Network – means the Rogers-owned wireless transmission facilities.





City of Saint John ("Device Owner") hereby consents to allow Rogers Communications Canada Inc. ("Rogers") to enroll those iOS devices identified by the Device Owner to Rogers in Apple's Device Enrollment Program ("DEP") on their behalf, subject to the terms and conditions set out below.

The Device Owner will provide Rogers with a comma separated values ("CSV") file that will summarize the iOS devices that are to be enrolled in DEP by Rogers. The CSV file will conform to the file and data format found in the "Rogers DEP Enrollment Input File Format" document. This consent form and the CSV file must both be attached to the same email and sent to the following email address in order for the DEP enrollment to take place: [email address].

By signing this consent form, the Device Owner certifies as follows:

- (1) all iOS devices that the Device Owner has identified to Rogers in the attached CSV file are devices that were purchased new from Rogers. Rogers only has capability to enroll iOS devices purchased new from Rogers in Apple DEP. Rogers cannot assume responsibility for any legal or technical issues that may arise from attempting to enroll devices in DEP that were not purchased new from Rogers.
- (2) all iOS devices that the Device Owner has identified in the attached CSV file are iOS devices that are currently owned by the Device Owner. Devices cannot be owned by another legal entity or individual. Rogers cannot assume responsibility for any legal or technical issues that may arise from attempting to enroll devices in DEP that are not currently owned by the Device Owner.
- (3) Device Owner accepts responsibility and liability for any iOS device configuration changes caused by the Device Owner's MDM system once enrolled in DEP. This includes device and application configuration changes, loss or corruption of data, and loss of application functionality.
- (4) Device Owner acknowledges that only those iOS devices identified in the CSV file will be enrolled by Rogers in DEP. The Device Owner accepts responsibility and liability for any errors or omissions in the iOS device information transmitted in the CSV file.

The Device Owner hereby acknowledges and agrees to the above terms and conditions.

**City of Saint John**

Per: \_\_\_\_\_

Name:

Title:

Signature Date:

**City of Saint John**

Per: \_\_\_\_\_

Name:

Title:

Signature Date: