

Advantage Voice Services

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

1. **Definitions.** The following definitions are used in this Schedule. Any capitalized terms not defined below are defined in the Agreement.
 - 1.1. "**Acceptable Downtime**" — means lack of Service Availability owing to Out of Service events caused by any of the reasons set out below:
 - i) Any service interruption or degradation on the Customer's network accesses that connect the Customer's Site(s) to the Core Network whether such network accesses are provided by Rogers or a third party. Any and all network access issues would be covered by the Service Level Agreement(s), if any, in place between the Customer and the relevant network access provider and are outside of the scope of the Service Availability Commitment.
 - ii) Customer delays including, but not limited to: (i) acts or omissions by the Customer, its agents or vendors; (ii) inaccurate, incomplete or changes to previously accepted orders; (iii) unavailable and/or faulty Customer premise equipment (CPE) and/or facilities necessary to install the Services; or, (iv) extension of access circuit demarcation point by Customer without Rogers approval;
 - iii) During an event of Force Majeure, as described in the Agreement;
 - iv) Customer's failure to materially comply with its obligations as defined in the Agreement, including failure to pay valid past-due amounts; order suspensions due to Customer's credit worthiness;
 - v) During Scheduled Maintenance;
 - vi) Troubles resolved as "No Trouble Found";
 - vii) Outages of less than 60 seconds in duration;
 - viii) Time attributed to Customer's delay in responding to Rogers requests for assistance to repair an outage;
 - ix) The failure of any Customer owned and maintained equipment on the Customer's premise, beyond the local telephone company's demarcation device or smart-jack;
 - x) Hardware, operating system, and application failures or security breaches on LAN components, WAN components, servers, or workstations that were not configured by Rogers;
 - xi) Failures or security breaches caused by improper use, improper care, or damage to devices by the Customer's employees or a third party;
 - xii) Failures or security breaches caused by the movement of hardware by the Customer or a third party, electrical and power irregularities, or abnormal use;
 - xiii) Failures or security breaches, where a device's configuration, IOS/Software, or hardware has been modified by the Customer or a third party;
 - xiv) Failures or security breaches caused by undocumented hardware, IOS/Software, or other manufacturer deficiency;
 - xv) Failures or security breaches caused by hardware, IOS/Software, or other deficiencies, that were documented by the manufacturer following the implementation of the service by Rogers;
 - xvi) Service outages related to individual wireless tower outages in a specific area;
 - xvii) Wireless coverage or network congestion issues in a specific area, building, or while roaming outside of Rogers core wireless network; or
 - xviii) Service outages or degraded services related to wireless devices.
 - 1.2. "**Analog Telephone Adapter (ATA)**" — is a premise-based device that supports the connection of a single analog device (FXS) to the Services over the Customer's IP network.
 - 1.3. "**Auto Attendant DID**" — means a Direct Inward Dial telephone number that is for incoming calls only to the Auto Attendant application. Auto Attendant is a fully automated answering system that professionally greets callers and directs their calls to the right destination.
 - 1.4. "**Business Day**" — means Monday to Friday inclusive, excluding statutory holidays observed in the Province of Ontario.
 - 1.5. "**Cable**" — means broadband connectivity delivered over cable equivalent to Internet connectivity.

- 1.6. “Core Network” — means the Rogers core network. This includes all network infrastructure between the Provider Edge (PE) equipment.
- 1.7. “Direct Inward Dial (DID)” — is a unique telephone number that allows an endpoint to be reached directly from the PSTN.
- 1.8. “Dual Persona DID” — means a Direct Inward Dial telephone number that can be used for both inbound and outbound calls. Dual Persona allows Service Mobile and Hybrid users to have both a traditional wireline telephone number and a wireless telephone number terminate to the same wireless device. The Dual Persona number can be from any Canadian province as long as it is within a Rogers wireless serviceable area and can include currently installed telephone numbers provided by a 3rd party carrier which can be ported over to the Service environment.
- 1.9. “E911” — means Enhanced 911 which provides more accurate location information for emergency calls made from wireless phones. E911 Emergency operators that have the necessary systems deployed receive the caller’s phone number and the geographic coordinates associated with the caller’s approximate location.
- 1.10. “EON” — means Ethernet Optical Network.
- 1.11. “FXS” — Foreign eXchange Subscriber interface is the port used by analog devices to deliver the analog line to the subscriber. An FXS (ATA) adapter is used to connect an analog device to the Service.
- 1.12. “Hunt Group DID” — means a Direct Inward Dial telephone number that is for incoming calls only to the Service Hunt Group service. Hunt groups route incoming calls between members of a group – ringing all hunt group member telephones at the same time or in an order determined by the Customer.
- 1.13. “International” — means wireless or wireline voice, traffic terminating to a country other than Canada or the United States.
- 1.14. “North American” — means wireless voice traffic terminating to and/or originating from the United States, and wireline voice traffic terminating to the United States.
- 1.15. “No Trouble Found” — means that through its network management system, Rogers was unable to isolate the fault and after reasonable efforts could find no evidence of a service disruption.
- 1.16. “Out of Service” — means when a specific Customer site is unable to perform call processing or access the PSTN, an “Out of Service” condition will be recorded in the incident ticket. Out of Service conditions can either be declared automatically by the Rogers trouble reporting system, or manually by a Rogers’ technician following validation of a Customer reported outage.
- 1.17. “PBX” — means Private Branch Exchange and refers to a real or virtual (IP) switching system that serves a private organization and performs concentration of central office lines or trunks and provides intercommunication between a large number of telephone stations in the organization.
- 1.18. “Public Safety Answering Point (PSAP)” — means a communications centre which receives 911 calls and transfers such calls to the appropriate emergency services provider.
- 1.19. “PSTN” — means Public Switched Telephone Network
- 1.20. “Registered Location” — means, for any particular Customer subscriber to the Services, the street address, unit number, city, province and postal code for the location where such Customer subscriber is utilizing the Services.
- 1.21. “Rogers Wireless Network” — means the Rogers-owned wireless transmission facilities.
- 1.22. “Rogers Wireline Network” — means the Rogers-owned fiber and cable transmission facilities where local services (PSTN) are available.
- 1.23. “Scheduled Maintenance” — means any maintenance activities performed within the Rogers Core Network, or on facilities connected to the Rogers Core Network or the Core Components. Customers are provided a minimum of 5 days advance notice of a planned service-impacting change. Scheduled maintenance activities are performed during the standard maintenance window on Mondays through Sundays from 00:01am – 06:00am local time.

Customers are not provided advance notice of scheduled maintenance activities if the activities are deemed to be non-service impacting or if the scheduled maintenance activities are on the Rogers Internet/Cable networks.

In the event that corrective activities are required to correct a service impacting fault condition or threatened fault condition, notification would be on a best efforts basis.

- 1.24. “Severity Level 1 Incident” — means a failure of Core Components such that 50% or more of the Customer’s subscribers are unable to process calls or access the PSTN Network.
- 1.25. “Site” — means a geographic location where one or more of the Customer’s Services is delivered.
- 1.26. “Team Voicemail” — means a voicemail inbox for your Auto Attendant and Hunt Group phone numbers, which is shared between your team members, such that anyone can access them.
- 1.27. “Softphone” — means a software based telephony application that can run on supported versions of the Windows and MAC operating systems, as well as supported versions of mobile operating systems including Android and iPhone/iPad IOS.
- 1.28. “Wireless Business Phone” — means a wireless modem which connects to the Rogers Wireless Network and supports the connection of a single analog telephone device.

- 2. **Description.** This Description pertains specifically to the Services supplied by Rogers to the Customer. The Service is a cloud-based PBX platform deployed in the Rogers Wireless Network that delivers voice services to IP phones, softphones and wireless endpoints over wired and wireless networks. Rogers Service bundles internet protocol (IP) telephony, native mobile device integration, messaging support and PSTN access into a simple, price-per user subscription model. As the Services evolve, Rogers will make new and amended features and functionality available for the Customer’s use. Where such new or amended features and functionality are material to the Customer’s experience of the Services, Rogers will provide the Customer with an updated Schedule setting out their terms and conditions. Rogers Service has the following components:

- 2.1. **User Subscriptions.** To satisfy various organizational and user type needs, access to Rogers services can be configured for fully mobile users, desk-bound users, and those that are someplace in between. The Customer subscribes to Rogers for a monthly service fee by line/user, and chooses a user type per subscriber based on individual needs. Available user types include:

- i) Mobile user – this subscription gives a single user the right to access the Services via a single wireless device activated on an approved Rogers wireless price plan, including Wireless Business Phone.
- ii) Hybrid user – this subscription gives a single user the right to access the Services via a combination of up to 5 devices supplied or approved by Rogers per the following:
 - a) One of the Hybrid user’s devices must be a wireless device activated on an approved Rogers wireless price plan. The user must also have a valid Rogers’ Service Mobile user subscription. Only a single wireless device is supported per Hybrid subscription.
 - b) One of the Hybrid user’s devices may be an IP Phone provided or approved by Rogers or an Analog Telephone Adapter or Wireless Business Phone provided by Rogers. Only a single IP Phone is supported per Hybrid subscription
 - c) Up to 3 Softphone clients deployed on approved tablets, laptops or desktop computers
- iii) Office user – this subscription gives a single user the right to access the Services via a single IP Phone provided or approved by Rogers or an Analog Telephone Adapter provided by Rogers. The Office user subscription also provides the user with right to access the Services via up to 3 Softphone clients deployed on an approved mobile operating system, tablet operating system, or laptop or desktop computer.
- iv) Softphone Only user – this subscription gives a single user the right to access the Services via up to 3 Softphone clients deployed on an approved mobile operating system, tablet operating system or laptop or desktop computer.

Service Mobile and Hybrid user types let the Customer use functionalities like Auto Attendant, Hunt Groups, Voicemail to Email, Simultaneous Ring and to use a Dual Persona phone number for incoming and outgoing calls.

- 2.2. **Device Support.** Access to the Services are available via the following device types, in accordance with the applicable plan types outlined above. The make and model of approved devices is subject to change by Rogers without notice to the Customer, provided that the Customer’s current Rogers devices will continue to be supported until the end of the Customer’s then-current Service Term, subject to minimum operating system requirements.

- i) Wireless devices activated on an approved Rogers wireless price plan;

- ii) If access to the Rogers Service web portal is not required, an approved feature phone, provided that the Customer uses the feature phone for call control purposes only;
- iii) Rogers or Customer provided IP Phones and Conference Units that have been certified and approved for use by Rogers.
- iv) Rogers provided Analog Telephone Adapter (ATA) devices that provide a single FXS port to support the connection of a single approved analog device to the Services;
- v) Softphone;
- vi) Wireless Business Phone.

2.3. **Call Control Services.** The Services provides all call control services as part of the monthly service subscription. Individual user call control features will vary by subscription plan type. A current list of the feature set supported by Rogers is available to the Customer upon request.

2.4. **Voice Mail Services.** All Rogers Service user types include message stores of 60 messages per user, up to a duration of 5 minutes per message. Enhanced messaging features included with the underlying Rogers wireless services are also available to the user. Voice mail messages will be stored for 45 days, after which the messages will be automatically deleted.

Customer can also get a Team Voicemail service for their Auto Attendant and Hunt Group services.

All Rogers Service user types include support for Voicemail to Email conversion, which automatically forwards a voicemail message as a .wav file attachment to the user's email address as entered in the Rogers Service database. Mobile users with the appropriate wireless plan may also receive Rogers Service voicemail messages forwarded as text messages to their wireless device.

2.5. **PSTN Access.** The Service includes Public Switched Telephone Network (PSTN) access for all user types, subject to service availability under CRTC regulations, as follows:

- i) Services for Mobile and Hybrid subscribers are available within the Rogers Wireless Network footprint, as well as within Rogers extended coverage and roaming zones, subject to certain feature limitations, and subject to the additional charges or usage limits associated with such zones.
- ii) Services for Office and Softphone Only subscribers are available within the Rogers Wireline Network footprint.

Details of the current Rogers Wireless Network, Extended Coverage and Rogers Wireline Network footprints can be made available upon the Customer's request.

Rogers can provide up to one PSTN access per Service subscriber, however availability of concurrent PSTN accesses is dependent on the amount of bandwidth the Customer provisions on their network connections for PSTN access. Details of appropriate PSTN access and associated bandwidth requirements will be mutually agreed upon by Rogers and the Customer during design discussions.

2.6. **Direct Inward Dial (DID) Numbers.** Each Service subscription includes a minimum of one unique Direct Inward Dial (DID) number which allows PSTN callers to directly reach individual Service users. Each user must be provisioned with a DID even where the user is leveraging extension-based dialing.

DID numbers are provisioned for Service subscribers as follows:

- i) Mobile and Hybrid subscribers will each have support for up to 4 DID numbers assigned as follows:
 - a) Primary DID – this is the user's Rogers wireless telephone number, which Rogers will provide or port over to the Service environment from the incumbent carrier
 - b) Dual Persona DID (if required)
 - c) Auto Attendant DID (if required)
 - d) Hunt Group DID (if required)
- ii) Office and Softphone Only Subscribers will each have support for one (1) DID number assigned as follows:
 - a) Primary DID – this is the user's Rogers wireline telephone number which Rogers will provide or port over to the Service environment from the incumbent carrier

2.7. **Long Distance.** All Service subscriptions include access to wireline and wireless long distance Services at the rates set out in the Product Quotation. Where a Customer's Service plan includes unlimited Canada-

wide calling at no additional charge, such unlimited Canada-wide calling will be provided by Rogers in accordance with the terms set out in section 3 below.

2.8. **911 Support.** Rogers Service includes 911 support for all subscribers per the following:

- i) Service Mobile users will receive Rogers Enhanced 911 (E911) support by default when on the cellular network. In the event that mobile devices are connecting via Wi-Fi, 911 support in alignment with CRTC regulations for nomadic VoIP services will be provided.
- ii) Service Hybrid users will receive different methods of 911 support dependent on device type:
 - a) Mobile devices and Wireless Business Phone will receive Wireless Enhanced 9-1-1 (E9-1-1) support by default when on the cellular network. In the event that mobile devices are connecting via Wi-Fi, basic 9-1-1 support in alignment with CRTC regulations will be provided
 - b) Each Service Softphone application deployed on a PC/MAC or as a mobile or tablet application is associated with an address which is captured at service activation and can be updated by the designated Customer system administrator or authorized end user. The most current Customer-provided address associated with a Service Softphone device will be communicated to the 9-1-1 call-taker in the event that the device places a 911 call.
 - c) IP Phones are each associated with an address which is captured at service activation and can be updated by the designated Customer system administrator or authorized end user. The most current Customer-provided address associated with an IP Phone device will be communicated to the 9-1-1 call-taker in the event that a 9-1-1 call is placed from an IP Phone.
- iii) Service Office users will receive different methods of 9-1-1 support dependent on device type:
 - a) IP Phones are each associated with an address which is captured at service activation and can be updated by the designated Customer system administrator or authorized end user. The most current Customer-provided address associated with an IP Phone device will be communicated to the 9-1-1 call-taker in the event that a 9-1-1 call is placed from an IP Phone.
 - b) Each Service Softphone application deployed on a PC/MAC or as a mobile or tablet application is associated with an address which is captured at service activation and can be updated by the designated Customer system administrator or authorized end user. The most current Customer-provided address associated with the single Service Softphone device will be communicated to the 9-1-1 call-taker in the event that a 9-1-1 call is placed.
- iv) Service Softphone Only users
 - a) Each Service Softphone application deployed on a PC/MAC or as a mobile or tablet application is associated with an address which is captured at service activation and can be updated by the designated Customer system administrator or authorized end user. The most current Customer-provided address associated with the single Service Softphone device will be communicated to the 9-1-1 call-taker in the event that a 9-1-1 call is placed.

2.9. **Network Connectivity.** In order to access Service Services, Hybrid, Office and Softphone Only subscribers using either hard IP Phones, Analog Telephone Adapters (ATAs) or Service Softphones on a non-mobile device will require Customer provided data network connectivity. Service supports multiple data access types including:

- i) Rogers Ethernet Fibre (provided pursuant to the terms of a separate Schedule)
- ii) Rogers Cable (provided pursuant to the terms of a separate Schedule)
- iii) Internet Connectivity – provided by either Rogers (pursuant to the terms of a separate Schedule) or a third-party Internet Service Provider (in which case the Customer and such third party Internet Service Provider must enter into a direct agreement for such services)
- iv) Mobile data network for the mobile or tablet Service Softphone – provided either by Rogers (pursuant to the terms of a separate Schedule) or a third-party Wireless Service Provider (in which case the Customer and such third-party Wireless Service Provider must enter into a direct agreement for such services).

Each voice path provisioned on the Service Service will consume 127Kb of bandwidth. Required bandwidth calculations must consider that calls between internal Customer users will consume two voice paths for the duration of the call.

At a minimum, each Customer Site must have Internet connectivity to reach the Service web portal. This Internet connectivity is required to provide system administration access and to support Service device management requirements that are only available via the Service web portal.

Customer must also provide a LAN environment that is suitable to support voice traffic in addition to data traffic.

2.10. **System Administration.**

- i) The Customer will have access to self-administration capabilities through the secure Service web portal. Two levels of administrative access are available:
 - a) System Administration – which provides designated Customer administrators with access to system level features as well as features for all end users
 - b) End User Administration – which provides end users with limited portal access or a mobile self-service application for iOS and Android devices and restricts them to management of their specific end user features only
- ii) Customer should note that Service users cannot be activated or deactivated through the Service web portal. Designated system administrators must call the Rogers Customer Care organization to have users added or removed from the Customer's Service.
- iii) Rogers is not liable for damages, including any loss of benefits, lost savings or other incidental or consequential damages to the Customer or any other party arising from the use, misuse or inability to use the Service web portal, whether or not Rogers or its authorized representative has been advised of the possibility of such damages.

- 2.11. **Support.** Rogers Service is a managed service and Rogers is responsible for the operation and maintenance of the core Service platform, including voice applications, PSTN and core network connectivity, Service Mobile applications, and the Service web portal. This includes all Rogers Equipment and associated software, which will be supported by Rogers when the Customer has a valid Rogers Service monthly subscription.

Rogers will:

- i) Troubleshoot, diagnose and resolve reported incidents in the core Service platform
- ii) Perform required hardware maintenance or upgrades for the core Service platform
- iii) Perform required software upgrades on the core Service platform
- iv) Manage capacity utilization and required upgrades

3. **Terms and Conditions.**

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

Customer must either return all Rogers Equipment associated with the Services to Rogers or pay Rogers for the fair market value of such Rogers Equipment.

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

- 3.2. **Minimum Commitment.** Service pricing as presented in the Product Quotation is determined based on an agreed minimum commitment of billable Service subscriptions. The Customer may decrease or increase the number of Service subscriptions that they purchase from Rogers over the course of the Service Term for the Services, but a decrease below any Minimum Commitment set out in the Product Quotation may result in a re-price of Service subscriptions or an early termination charge in an amount to be determined by Rogers.

3.3. **Charges.**

- i) Services are billed on a monthly, per-user subscription basis. Service billing begins as soon as a new user has been activated on the Services and monthly charges will be prorated for the first partial month of service.
- ii) Monthly charges for the Services subscription fees will be fixed for the duration of the Service Term set out in the Product Quotation. Any subscriptions added during the Initial Service Term will be charged at the per subscription rate set out in the Product Quotation.
- iii) Additional Rogers-provided equipment required for Services will be quoted via a Product Quotation.
- iv) Mobile and Hybrid users are billed wireless airtime while utilizing their Rogers wireless device pursuant to the terms of their Rogers wireless rate card subscription.
- v) All incoming calls and messages received on the Dual Persona phone number associated with the primary wireless phone will be deducted from the airtime and messaging buckets included in the subscriber's wireless plan and no long distance charges will apply. If the user exceeds the plan's bucket, overage rates and/or current pay-per-use wireless rates apply. All outgoing calls, and messages to non-Canadian numbers will be rated according to the rates outlined in the user's wireless plan or current pay-per-use long distance wireless rates.
- vi) Any incoming calls to the Auto Attendant and Hunt Groups phone numbers will be treated as call forwarding minutes. The Customer's Service subscription may include a fixed amount of Canada-wide call forwarding minutes, in addition to the regular call forwarding minutes in the user's wireless plan. If the user exceeds the allotted call forwarding minutes, overage charges may apply.
- vii) Professional Services to activate the Service are billable as a one-time implementation charge based on an agreed Statement of Work which will form part of the Service contract between Customer and Rogers. Customer agrees that it will participate in the development and agreement of the Statement of Work as required.
- viii) Customer may elect to provide their own IP Telephone devices provided such devices have been certified and approved by Rogers for operation on the Service platform. Customer must communicate their intent to use Customer-provided IP Telephone devices before onboarding efforts to the Service platform begin. Rogers will not be responsible for improper function of the Services in connection with Customer-provided IP Telephone devices.
- ix) One-time activation charges for the Customer's initial deployment include placement of IP Telephone/ATA devices supplied by Rogers at Customer sites that have a minimum of 10 active subscribers and that are within a greater urban area. Rogers can perform placement of IP Telephone/ATA devices supplied by Rogers at Customer sites with fewer than 10 active subscribers for an additional one-time Professional Services charge, as outlined in the Product Quotation. Travel charges may also apply for on-site deployments at Customer sites outside of a greater urban area.
- x) Any on-site IP Telephone/ATA deployment required after the initial deployment can be performed by Rogers as an additional, billable Professional Services activity.
- xi) Rogers will not perform on-site installation of IP Telephone/ATA devices at any non-commercial location – i.e., a home-based office location.
- xii) Customer is responsible for self-installation of all Customer-provided devices following guidelines provided by Rogers. Optionally, Rogers can perform installation of Customer-provided IP Telephone devices for an additional one-time Professional Services charge, as outlined in the Product Quotation. Travel charges may also apply for any on-site deployments at Customer sites outside of a greater urban area.
- xiii) Should Customer elect to self-install IP Telephone or ATA devices provided by Rogers or Customer-provided IP Telephone devices, Customer must contact Rogers to arrange for scheduling of final set/device activation remote activities. Rogers will not be responsible for improper function of the Services in connection with devices self-installed by Customer. In the event that Customer does not contact Rogers or Rogers is unable to contact Customer within 2 Business Days after delivery of IP Telephone/ATA devices to the Customer site, Rogers will begin billing for Services for the contracted number of subscribers.
- xiv) IP Telephone devices purchased by the Customer from Rogers for use with the Services may either be purchased outright by the Customer by way of a one-time charge payable to Rogers, or they may be financed through Rogers, in which case the Customer and Rogers will enter into a Rogers' Device Financing Agreement that sets out the terms of such financing. Customer should note that only a single device per individual subscriber may be financed through Rogers.
- xv) Analog Telephone Adapter (ATA) devices purchased by the Customer from Rogers for use with the Services must be purchased outright by the Customer by way of a one-time charge payable to Rogers.

- xvi) Routers and/or Power over Ethernet (POE) Switches purchased by the Customer from Rogers for use with the Services must be purchased outright by the Customer by way of a one-time charge payable to Rogers.
- xvii) Rogers will perform basic installation of Routers/POE switches purchased from Rogers at Customer sites that have a minimum of 10 active subscribers and that are within a greater urban area at no additional charge.
- xviii) Installation charges for Routers/POE switches purchased from Rogers installed at Customer sites that support fewer than 10 active subscribers will be payable as one-time charges as set out in the Product Quotation. Travel charges may also apply for on-site deployments at Customer sites outside of a greater urban area.
- xix) Customer responsibilities with respect to the deployment of Routers/POE switches will be documented in a Statement of Work to be executed by the Parties.
- xx) If the Customer is connected to Services via Rogers' Ethernet core network, it may elect to have Rogers monitor and maintain Router/POE Switch(es) procured from Rogers for use with the Services. In this event, the Customer must purchase Cisco SmartNet as presented in the Product Quotation for the duration of the Service Term for any Routers/POE Switches purchased from Rogers for use with the Services.

3.4. **Network Connectivity Requirements.**

- i) The Customer is responsible for providing suitable network access and bandwidth to support the operation of Services for its users at all sites, and for keeping such bandwidth adjusted appropriately in consideration of changes in the number of Rogers users. Network connectivity and provisioned bandwidth must be sufficient to accommodate the Customer's voice traffic, in addition to any data traffic the Customer may wish to support. Network access and bandwidth required for Customer's use of the Services are not included in the Services user pricing and must be quoted by Rogers separately. The Internet or data bandwidth required to support Services is determined by several factors including required PSTN access and internal calling patterns and will be mutually agreed upon by Rogers and the Customer during design discussion.
- ii) In the event that the Customer chooses to deliver Services to remote sites over a network provided by a third-party carrier, the Customer acknowledges and agrees that Rogers is not responsible for the failure or non-performance of the Services caused by the performance of the third party network or issues with interconnection to, from or within such third party's network.
- iii) Customers using any Internet based telephony over their existing network either at a commercial or residential premise must provide the appropriate bandwidth for the concurrent call paths required and ensure all necessary ports are opened on firewalls to support SIP-based traffic.
- iv) At a minimum, each Customer Site must provide sufficient Internet connectivity to reach the web portal. This Internet connectivity is required to provide system administration access and to support device management requirements that are only available via the Service web portal.
- v) In the event that the Customer chooses to access and deliver Services over the public Internet, the Customer acknowledges and agrees that Rogers is not responsible for the failure or non-performance of the Services caused by issues with the public Internet.
- vi) The Customer must have mobile data or WiFi Internet connectivity to access the mobile or tablet Softphone application and the mobile or tablet self-serve application.

3.5. **Telephone Numbers.**

- i) Rogers cannot guarantee the availability of a telephone number prior to the activation of the applicable telephone number. Rogers is not liable for any claims, actions, demands, loss or damages resulting from the advertisement, publication, distribution or other use of a telephone number prior to, or following, the activation of the telephone number.
- ii) Rogers reserves the right to change telephone numbers assigned to the Customer if such change is required by the Canadian Numbering Administrator, which governs the allocation of telephone numbers in Canada. Rogers agrees to provide reasonable notice of any such required change in telephone numbers except where circumstances beyond Rogers' reasonable control prohibit or preclude Rogers from being able to provide a reasonable period of notice.
- iii) Upon a request to terminate the Services, the Customer may port any telephone numbers (including numbers associated with Auto Attendant or Hunt Group) associated with their Services to another telecommunications carrier, provided those telephone numbers are active with Rogers. In the event that the Customer's Rogers Services are terminated without the Customer requesting to port the associated telephone numbers to a new Rogers' service or an alternative service provider, the

Customer acknowledges that they are releasing the numbers for recirculation and such numbers will no longer be reserved for the Customer's use.

- iv) If the Customer cancels its primary wireless subscription associated with the Services, any additional phone numbers for Auto Attendant, Hunt Groups and Dual Persona associated with the Customer's primary wireless subscription will also be cancelled.

3.6. **Long Distance.** When placing long distance calls from a Service for Office IP phone or Softphone, the following terms apply:

- i) Rogers' long distance services provide outbound long distance telecommunications from a landline (Office or Softphone) connection.
- ii) Unlimited Canadian long distance services are included in all plans for Services for Office IP phone or Softphone. Per minute rates for North American and International long distance services are standard Rogers' international rates, unless otherwise stated in the Product Quotation.
- iii) Rates for the Customer's long distance services are subject to maintaining monthly traffic distribution where: (a) no more than 5% of total minutes originate from or terminate to numbering plan areas (NPAs) 306/709, 819, 867, 705, 807, 418i or any derivations of these NPAs if they were to split at a future date; and (b) no more than 2% of continental US traffic originate from or terminate to Alaska and/or Hawaii. In the event of any excess of the foregoing traffic distribution restrictions, the Parties agree that such excess traffic shall be charged at a rate of \$.25 per minute.
- iv) In the event of resale of long distance services by the Customer without consent, Rogers reserves the right to charge a premium of \$.25 per minute on all mobile, cellular, digital, and other non-geographic based terminations terminating Internationally.
- v) Customer has a choice to obtain from Rogers different call detail reports which display Customer's detailed call information on their long distance service(s). In the event of any discrepancies between such report and Rogers' invoice, information on the invoice prevails.
- vi) In case of discrepancies between any online billing summary and the Customer's invoice(s), the charges on the Customer's invoice(s) prevail. Rogers is not liable for damages, including any loss of benefits, lost savings or other incidental or consequential damages to the Customer or any other party arising from the use, misuse or inability to use the online billing portal, whether or not Rogers or its authorized representative has been advised of the possibility of such damages.

When placing calls from a Mobile or Hybrid wireless line, the following terms apply:

- i) Mobile and Hybrid users will be subject to roaming and North American and International long-distance charges in accordance with terms of the Customer's then-current Rogers wireless price plan.

3.7. **Multi-Line Telephone Systems (MLTS).** The way in which Multi-Line Telephone Systems (MLTS) Solutions, also known as Private Branch Exchange (PBX) or Enterprise Communication Systems (ECS), are deployed may impact the Customer and their access to emergency service providers. The CRTC has published an MLTS best practices guideline for MLTS owners, operators, providers, and/or resellers. These best practices, which will be updated from time to time, are listed on the CRTC website: <https://crtc.gc.ca/eng/phone/911/multi.htm>. The Customer's terms of use require that the Customer abide by all MLTS obligations and related best practices.

3.8. **9-1-1 Limitations and Customer Responsibilities.** 9-1-1 Service: Because of the unique nature of Rogers Service calls, emergency calls to 9-1-1 may be handled differently than traditional wireless or wireline voice service. The following provisions describe the differences and limitations of 9-1-1 emergency calls, and you hereby acknowledge and understand the differences between traditional 9-1-1 service and Rogers Service with respect to 9-1-1 calls placed to emergency services from your account as described below.

- i) For Service Softphone Calling, Rogers Service must be connected to the internet (either through Ethernet, Wi-Fi or the cellular device data network) in order to make or receive 9- 1-1 emergency calls. A Rogers Service user must also be signed into their Rogers Service account with their correct username and password in order to place or receive a 9-1-1 emergency call.
- ii) When a Customer places a 9-1-1 emergency call, the Rogers Services will route the 9-1-1 call through a third-party specialized call centre that handles emergency calls. The emergency call centre will verbally confirm the location the subscriber is calling from then route the call to the Public Safety Answering Point ("PSAP"). If the location cannot be verbally confirmed, the 9-1-1 call-taker will then route the call to the Public Safety Answering Point ("PSAP") corresponding to the Registered Location on the Customer's account for that particular subscriber. As a Customer can move their Rogers Services between locations, and because, for technical reasons, the emergency call centres may not

have the Customer's name, location or contact information available, the Customer must always be prepared to immediately inform the emergency operator of their location and contact particulars any time 9-1-1 is called.

- iii) The Customer is responsible for providing, maintaining, and updating correct contact information (including name, address where the subscriber will be using the Rogers Services and telephone number) in the subscriber's account every time the Registered Location associated with a device is changed. If the Customer does not correctly identify the actual location where their subscribers are located, or if the account information has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site. Rogers will pro-actively request that the Customer confirm their Registered Location and acknowledge these 9-1-1 limitations two (2) times per year.
- iv) For Softphone Calling, If the Customer does not update the Registered Location for its subscribers, 9-1-1 calls those subscribers make with the Rogers Services may be routed based on the previously provided Registered Location and therefore may not be routed to the appropriate PSAP for the subscriber's current location. In addition, you must update the Registered Location for each subscriber to ensure that accurate location information is transmitted to the 9-1-1 call-taker. The Customer may update your Registered Location at any time by logging on to your online account. For purposes of 9-1-1 dialing, the Customer may only register one Registered Location at a time for each Rogers line. The Customer agrees to provide true, accurate, current and complete Registered Location information to Rogers as part of the service activation process and to update as soon as possible the Registered Location for each subscriber with true, accurate, current and complete information whenever a subscriber uses Rogers Services from a new location. If the Customer provides Registered Location information that is, or that Rogers suspects to be, false, inaccurate, not current, or incomplete, Rogers has the right to suspend or terminate the Services and refuse any and all current or future use of all Services or any portion thereof. Rogers will not, however, disable the Customer's ability to make a 9-1-1 call during any service suspension.
- v) For Softphone Calling, The Customer subscriber must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher, as the dispatcher may not have the subscriber's number or contact information. If the Customer subscriber is inadvertently disconnected, they must call back immediately.
- vi) For technical reasons, including network congestion, it is possible that a 9-1-1 emergency call will produce a busy signal or will take longer to connect when compared with traditional 9-1-1 calls while using Softphone Calling.
- vii) For technical reasons, the functionality of 9-1-1 Rogers Services emergency calls may cease or be curtailed in various circumstances, including but not limited to: failure of service or the service access device – if the Customer's system access equipment fails or is not configured correctly, or if the Customer's Rogers Services are not functioning correctly for any reason, including power outages, Rogers Services outage, suspension or disconnection of the Services due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage; the Customer may need to reset or reconfigure system access equipment before being able to use the Rogers Services, including for 9-1-1 emergency calls; and changing locations – if the Customer moves its system access equipment to a location other than that described in its account information or otherwise on record with Rogers.
- viii) If the Customer is not comfortable with the limitations of 9-1-1 emergency calls, Rogers recommends that the Customer not purchase Rogers Services or consider an alternate means for accessing traditional 9-1-1 emergency services. Rogers recommends that the Customer keep an alternative phone service handy to increase the reliability of access to emergency services during any service interruption.
- ix) The Customer is responsible for notifying, and agrees to notify, any user or potential Rogers users of the Customer's Rogers Services of the nature and limitations of 9-1-1 emergency calls on the Rogers Services as described herein. Rogers and its service providers disclaim all responsibility for the conduct of PSAPs and all other third parties involved in the provision of emergency response services. Rogers and its service providers do not have any control over PSAPs and are therefore not responsible for whether they answer 9-1-1 calls made using the Rogers Services, how they answer these calls, or how they handle these calls. Rogers and its service providers rely on third parties to assist in the provision of 9-1-1 services and disclaim any and all liability for acts or omissions by third parties in the provision of 9-1-1 services. Neither Rogers, nor its service providers, officers nor employees may be held liable for any claim, damage, or loss (including, without limitation, attorneys' fees) by, or on behalf of, the Customer or any third-party user of Rogers' 9-1-1 dialing capability.
- x) The Customer waives all claims or causes of action against Rogers and its service providers, directors, officers, employees, subsidiaries and assigns, arising from or relating to Rogers' provision of 9-1-1

services unless the claims or causes of action arise from their gross negligence, recklessness, or willful misconduct.

I have authority to bind the Customer and I acknowledge the above 9-1-1 limitations. X _____
Initials

3.9. **Wireless Usage.**

- i) Mobile and Hybrid subscriptions require that each Customer user also have active Rogers' corporately paid wireless services.
- ii) Any charges for extra airtime, messaging, roaming and call forwarding minutes beyond the Customer's then-current wireless plan allowances will be charged at applicable overage rates as set out in the Customer's Rogers wireless price plan.

3.10. **Rogers Provided IP Telephones/Analog Telephone Adapters (ATA) – Device Support.**

- i) All IP Telephone/ATA devices provided to Customer by Rogers will receive a limited hardware replacement support service for the duration of the Initial Service Term. Customer-provided IP Telephone devices are not eligible for the Rogers limited hardware replacement support service.
- ii) If Rogers determines that IP Telephone/ATA device replacement is warranted after initial triage of the Customer reported trouble, Rogers will ship a replacement IP Telephone/ATA device within 2 Business Days within greater urban areas.
- iii) Rogers will issue a Return Material Authorization (RMA) number to the Customer.
- iv) Customer must return the faulty IP Telephone/ATA device to Rogers and quote the RMA number with the return. In the event that Customer does not return the faulty IP Telephone/ATA device within 10 Business Days of receipt of the replacement IP Telephone/ATA device, Rogers will invoice Customer for the full value of the replacement device.
- v) In the event that Rogers' testing of the returned device does not find any fault with the IP Telephone/ATA device, Rogers will return the phone/ATA to the Customer and will invoice Customer for the full value of the replacement device.
- vi) In the event that Customer has returned a Customer-provided IP Telephone device in error, Rogers will return the IP Telephone device to the Customer and invoice Customer for the full value of the replacement device.

3.11. **Rogers Routers/Power Over Ethernet (POE) Switches.**

- i) POE Switches provided by Rogers are intended solely to support Services to end user subscribers. The only device that may be connected to a Rogers' provided POE Switch is an IP Telephone device provided or approved by Rogers. No other Customer devices may be connected to unoccupied ports on the Rogers provided POE Switch.
- ii) Customer may elect to connect a single desktop or laptop computer device to the second port on the Rogers' provided or approved IP Telephone device. In this event, Rogers will work with the Customer during the initial deployment to ensure the following conditions are met:
 - a) Ensure that both LAN ports on the IP Telephone device have been enabled
 - b) Implement LLDP support on the IP Telephone device and the POE Switch
 - c) Implement a voice VLAN on the POE switch
 - d) Add a data access VLAN (for desktop/laptop computer) toward IP Telephone device and customer LAN
- iii) The Voice VLAN ID will be assigned by Rogers and may not be changed by Customer.
- iv) Data VLAN ID and IP addressing will be coordinated between Rogers and Customer and integrated with Customer network.
- v) Dedicated port(s) on Rogers' provided POE Switch will be provided to Customer to allow a Layer 2 connection to the Customer's device (router/switch). The port(s) can be in access or trunk mode. In case of trunk mode, only the Data VLAN shall be allowed.
- vi) Customer is responsible for managing IP assignments for desktop or laptop computers.
- vii) Customer is responsible for:
 - a) Providing an appropriate operating environment for the POE Switch(es) based on manufacturer specifications
 - b) Providing appropriate power facilities including Uninterruptable Power Supplies/surge protectors
 - c) Providing appropriate racks and rack space to allow mounting of the POE Switch(es)
 - d) Providing appropriate Category 5/6 UPT cabling from the POE Switch(es) to each Rogers' provided or approved IP Telephone device

- e) Promptly communicating planned changes to the Customer's LAN/WAN that could potentially affect service provision
- f) Checking availability of power to the POE Switch(es) as requested by Rogers including a visual check of LED indicators
- g) Checking that cables are connected as requested by Rogers
- h) Providing security clearance and access to facilities as required for Rogers and authorized personnel to perform maintenance activities. This access includes badges, passwords, access cards and parking facilities

3.11.1. Rogers Monitored Routers/Power Over Ethernet (POE) Switches – Device Support.

- i) Where the Customer connection is via Rogers' Ethernet core network, and the Customer has also deployed a Rogers-provided Router/POE Switch(es), the Customer may elect to have Rogers monitor and maintain the Rogers' provided Router/POE Switch(es). In this event, the Customer must purchase Cisco SmartNet coverage for the duration of the Service Term as presented in the Product Quotation for any Routers/POE Switches purchased from Rogers for use with the Services.
- ii) Where Rogers is providing Router/POE Switch monitoring Services, Rogers will generate alarms on up/down status of the devices.
- iii) Where Rogers is providing monitoring Services, the following information will be available to Rogers' technical support teams when trouble shooting an issue
 - a) Up/down events on any of the active ports
 - b) Utilization of the device
 - i. Overall traffic utilization
 - ii. Port utilization
 - iii. CPU/Memory and other chassis alerts that would be deemed to be Services impacting
- iv) The Customer should note that reporting and visibility to the Customer of network and device information is currently out of scope.
- v) In the event of a confirmed incident or in the event that the Customer opens a service ticket with Rogers, Rogers will:
 - c) Investigate the incident
 - d) Isolate the fault
 - e) Dispatch field service technicians as needed and appropriate per the outcome of remote troubleshooting and resolution steps
 - f) Repair or replace the Router/POE Switch as required

3.11.2. Rogers Unmonitored Routers/Power Over Ethernet (POE) Switches – Device Support.

- i) At Customer's request, Rogers can also provide support services for Routers/POE Switches purchased from Rogers in support of the Services for unmonitored Routers/POE Switches under the following conditions:
 - a) Customer must purchase Cisco SmartNet coverage for the duration of the Service Term as presented in the Product Quotation for any Routers/POE Switches purchased from Rogers.
 - b) Customer must have Cisco console access and on-site support staff capable of troubleshooting the devices and generating any required logs/reports with remote support from Rogers. In the event that the Customer does not wish to participate in troubleshooting activities, Rogers will dispatch a technician to the Customer site to perform diagnostic/troubleshooting activities as a billable service call which may include travel charges.
 - c) Based on the outcome of troubleshooting steps, repair or replace the Router/POE Switch as required.

3.11.3. Exclusions. The following Rogers wireless services are not available to Rogers Service subscribers:

- i) Rogers One Number™
- ii) UMA - Wi-Fi Calling
- iii) Wireless Priority Services
- iv) Ringback tunes
- v) Advanced Call Manager
- vi) Teletypewriter
- vii) Rogers WhoCalled

3.11.4. Limitations.

- i) Dual Persona, Auto Attendant or Hunt Groups Phone numbers cannot be used for text and picture messaging purposes.

- ii) On a subscriber's mobile device, Extension Dialing, Call transfer and Dual Persona phone number for outgoing calling will not work while the subscriber is roaming or if the subscriber is within Rogers' Extended Coverage zones.
- iii) A Toll free number cannot be directly associated with an Auto Attendant or Hunt Group Number.

4. **Professional Deployment Services.**

- 4.1. **Summary of Professional Deployment Services.** The Professional Deployment Services will commence upon the earlier of the execution of the Agreement by the Customer or the commencement of the Professional Deployment Services and will end upon the completion of the Professional Deployment Services described herein. Any Professional Services in excess of the Professional Deployment Services described below will be quoted to the Customer separately and will be described in a Statement of Work to be executed by the Parties.

Rogers will provide Professional Deployment Services for the Services that include:

- i) Centralized coordination of all Rogers' tasks and deliverables during deployment.
- ii) Assistance with Customer requirements gathering and system design.
- iii) Provision of both the Customer System Administrator "Getting Started" Guide and associated reference documentation for the Customer System Administrator. Rogers will provide a digital copy of the documents to the Customer Project Manager prior to the teleconference walkthrough described below.
- iv) Technical delivery services to configure and cut over Customer Premises Equipment ("CPE") required for the Services, as set out in the Product Quotation.
- v) A Rogers led teleconference walkthrough of the overall Services.

- 4.2. **Deliverables.** Deliverables shall be limited to the items listed below and shall be deemed received upon written confirmation of receipt from the Customer within five (5) Business Days of final delivery. If such written confirmation is not received within five (5) Business Days of final delivery, the deliverables will be deemed accepted.

Table 1: Deliverables

Document Title	Description	Format
Solution Requirements Document	Documents to collect and confirm requirements for Service configuration, to be completed by the Customer: <ul style="list-style-type: none"> i) Auto Attendant Configuration Form ii) Hunt Group Configuration Form iii) End User Setup List 	Word template (3 documents)
Test Plan	Document describing standard tests for the Customer to perform during Customer-led testing.	Word template
Cutover Plan Document	Planning and logistics document describing timelines and activities for the cutover.	PDF
End User Help Guide	Guide for End Users.	PDF
System Administrator "Getting Started" Guide	Guide for system administrator.	PDF
Receptionist Console Help Guide	Guide for receptionists.	PDF

- 4.3. **Professional Deployment Services Inclusions.** As part of the Professional Deployment Services, Rogers will provide the following:

4.3.1. **Project Coordination:**

- i) A single point of contact, accountable for all Professional Deployment Services activities.
- ii) Monitor and track project delivery.

- iii) Project kick-off meeting with Customer.

Upon completion of the kick-off meeting, Rogers will provide the Solution Requirements Document for Customer completion. The document must be returned via email to the designated Rogers point of contact before next steps can commence. Upon receipt, Rogers will review and confirm the following solution requirements:

- i) Auto Attendant configuration.
- ii) Hunt Group configuration.
- iii) End User configuration: extension dialing, Dual Persona, and 911 location.

4.3.2. **Shipping and Installation.** Shipping and installation of applicable CPE (phones, switches and routers) purchased from Rogers per the Product Quotation, including:

- i) Pre-configure/stage the Rogers-provided CPE according to the Solution Requirements Document. Where applicable, Rogers will provide provisioning instructions to Customer so Customer can pre-configure Customer-provided IP Phone devices.
- ii) Ship Rogers-provided IP phones and routers/switches to the attention of the Customer Site Contact identified by the Customer and confirm receipt of all equipment (equipment may be received in multiple shipments).
- iii) Coordinate (with Customer Site Contact) date and time for the Rogers to install the Rogers-provided CPE.
- iv) During on-site installation, the Rogers Technician will:
 - a) Validate that full inventory of Rogers-provided equipment has been received;
 - b) Review the site plan with the Customer Site Contact to verify where Rogers-provided equipment will be installed;
 - c) Recommend any changes required to ensure overall effectiveness of the solution. Any recommendations that the Customer chooses not to implement will be noted as Customer-requested defects and will require sign-off from the Customer Site Contact;
 - d) Unpack and install the Rogers-provided equipment by connecting devices to power and network;
 - e) Test network connectivity of all Rogers-provided equipment, and confirm that phones receive dial tone and that internal and external calls can be made;
 - f) Validate that phones have been configured for the correct phone numbers;
 - g) Coordinate testing and final configuration of routers and switches with Rogers Technical Support (if required);
 - h) Dispose of packaging to a disposal site designated by the Customer Site Contact; and
 - i) Achieve sign-off on work completion from the Customer Site Contact.

4.3.3. **Self- Installation.** In the event of self-installation of IP phones, Rogers will:

- i) Confirm with the Customer that full inventory of Rogers-provided equipment has been received;
- ii) Confirm with the Customer that the MAC Addresses and Serial Numbers for all Customer-provided IP Telephone devices have been received from Customer;
- iii) Provide remote troubleshooting support during self-installation; and
- iv) Support Customer testing and final configuration of phones.
- v) Provide the Test Plan for Customer-led testing:
 - a) Review Test Plan with the Customer;
 - b) Remotely support Customer's questions and troubleshooting; and
 - c) Review results of Customer-led testing and resolve configuration issues.

4.3.4. **Cut-Over Plan Document.** Creating and delivering to the Customer Project Manager the Cut-Over Plan Document.

4.3.5. **Guides.** Providing the End User Help Guide, Receptionist Console Help Guide (for CPE Deployment services only) and the System Administrator "Getting Started" Guide.

4.3.6. **Remote Review.** Providing remote review of Help Guides, web-based documentation/videos, and general solution orientation to the System Administrator.

- 4.3.7. **Solutions.** Deploy and cut-over solution, including:
- i) Build Customer profile for Services;
 - ii) Create database entries for MAC Addresses and Serial Numbers for Customer-provided IP Telephone devices;
 - iii) Provision Services;
 - iv) Receive Auto Attendant audio files from the Customer and deploy into solution;
 - v) Program auto-attendants;
 - vi) Program Hunt Groups;
 - vii) Program dial plans (provided complete Customer dial plan design is not required);
 - viii) Configure call flows;
 - ix) Configure Dual Personas;
 - x) Assign routing codes;
 - xi) Schedule cut-over;
 - xii) Configure and port Customer Direct Inbound Dials (DIDs); and
 - xiii) 911 testing.
- 4.3.8. **Remote Support.** Providing remote support for the first Business Day after deployment is finished (“**Day 1**”).
- i) Transition remote support for ongoing support activities to the dedicated Support team.
- 4.4. **Professional Deployment Services Exclusions.** The Professional Deployment Services specifically exclude the following:
- i) Network design or bandwidth expansion, including any adds or changes to Session Initiation Protocol (SIP) trunking.
 - ii) Network assessment or remediation.
 - iii) Network Quality of Service (QoS) Implementation.
 - iv) Hardware Load Balancing design and deployment.
 - v) Implementation, configuration or testing of any backup, monitoring software or solutions used for recoverability and management.
 - vi) Integration of existing private branch exchange (PBX).
 - vii) In-person/classroom training for any End Users.
- 4.5. **Professional Deployment Services Assumptions.**
- i) All Sites will have no more than one turn-up phase of the Services. If more than one turn-up phase is required, this can be provided as a billable Professional Services charge.
 - ii) Any sites requiring Rogers to install CPE are assumed to be commercial spaces (office or industrial space, etc.). Rogers cannot install Service equipment in private homes. Customer may self-install phones. Routers/switches can only be installed in commercial spaces.
 - iii) Pricing for Customer-led testing assumes that testing will not exceed a two week duration. All additional testing is a billable Professional Service.
 - iv) All installation and configuration will be coordinated, on the Customer side, by the Customer Project Manager. Rogers will not coordinate work with multiple Customer contacts.
 - v) **Customer is solely responsible for completing a backup of all existing data, software, and programs on supported product(s) before receiving the Professional Deployment Services (including telephone support). ROGERS WILL HAVE NO LIABILITY FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SUPPORTED PRODUCT(S) OR NETWORKS.**
 - vi) Customer is solely responsible to provide any hardware, software (inclusive of software licenses), third party services or equipment which are not being provided for under this Schedule and which are required to enable the provision of the Services.
 - vii) Customer will provide a Site plan for each location including locations for the deployment of Routers/POE Switches and the placement of Rogers-provided IP Telephone devices, as well as all information regarding configuration of Hunt Groups, Auto Attendants, call flows, Dual Persona or dial plan requirements, and any other business process information impacting the Services.
 - viii) Customer is responsible for providing an appropriate operating environment for the Routers/POE Switch(es) based on manufacturer specifications, including:

- a) Providing appropriate power facilities including Uninterruptable Power Supplies (UPS)/surge protectors.
- b) Providing appropriate racks and rack space to allow mounting of the Routers/POE Switch(es).
- c) Providing appropriate Category 5/6 UTP cabling from the POE Switch(es) to each Rogers' provided IP Telephone device.
- ix) In the event that POE Switches are not being deployed, the Customer is responsible to provide power to the IP Telephone devices via a Customer provided power adaptor.
- x) Rogers will arrange for delivery of Rogers-provided Equipment to the Customer's premises. The Customer will assume liability for Rogers Equipment once it is delivered to their Site(s) including scenarios where the equipment is lost, stolen, or damaged by the Customer or any 3rd party.
- xi) Customer acknowledges that Rogers is not responsible for delays in the Professional Deployment Services that are outside of Rogers' control.
- xii) Any implementation delays or any return trips required to the Customer Site for any reason (eg. Customer cabling not ready, site access not available, etc.) where Rogers is not responsible will be billable to the Customer at standard daily Professional Services rates.
- xiii) Customer is responsible for providing all information regarding numbers to be ported to the Services.
- xiv) Customer is responsible for providing required MAC Addresses and Serial Numbers for all Customer-provided IP Telephone devices.
- xv) Customer is responsible for providing maintenance services and/or hardware replacement services for all Customer-provided IP Telephone devices.

5. **Service Levels.**

- 5.1. **Service Availability Commitment.** Rogers will provide the Customer with a Service Availability performance commitment specifically pertaining to the availability of the Service components hosted in the Rogers' Core Network, including call processing capabilities and access to the PSTN network (the "**Core Components**"). If Service Availability does not meet or exceed the applicable percentage set out in Table 2 for any Severity Level 1 Incident(s) in a given calendar month for reasons other than Acceptable Downtime, then Rogers will provide a Service Credit to the Customer.

Table 2: Service Availability Commitment

SLA Metric	SLA Objective
Service Availability	99.9%

- 5.1.1. **Service Availability Calculation.** Calculation of Service Availability is based on ticket information from the Rogers' incident ticket related to the Out of Service event. If an Out of Service condition is confirmed, the Services will be deemed to be unavailable for the length of time the trouble ticket remains open.

Service Availability of the Core Components is measured as follows:

$$\frac{100 * ((Total \# \text{ minutes in a Month}) - (Outage of Service Time (minutes) \text{ for all Severity 1 Incidents for the affected Site}))}{(Total \# \text{ minutes in a Month})}$$

5.1.2. **Service Availability Service Credits.**

- i) **Service Availability Validation.** Customer must request each month's measurements from its Rogers sales representative by the fifteenth (15th) day of the following month. Rogers' incident ticket(s) will be used to determine Service Availability metrics and applicable Service Credits.
- ii) **Service Availability Credit.** If Customer believes that Rogers has failed to meet the committed Service Availability percentage set out in Table 2, the Customer must contact its Rogers sales representative and apply for a Service Credit within fifteen (15) Business Days of the Service Availability metrics being available for the specific month. Upon Rogers' verification that the actual Service Availability in the specific month was less than the committed Service Availability for reasons other than Acceptable Downtime, Rogers will issue a Service Credit as specified in Table 3.

Table 3: Service Credits for Service Availability Commitment

Service Credit for Service Availability (Severity 1 Issues)		
1st Occurrence Month	2nd Consecutive Month	3rd or More Consecutive Month
3.3% of monthly recurring charges for the affected Services at the affected Customer location(s)	10% of monthly recurring charges for the affected Services at the affected Customer location(s)	25% of monthly recurring charges for the affected Services at the affected Customer location(s)

- iii) Monthly Service Credit. The combined cumulative total of all Service Credits issued to the Customer for their Services during any given calendar month will not exceed the total monthly recurring charges for the Customer's Services.

5.2. **Service Level Targets.**

- 5.2.1. **Administrative Portal Availability.** The Service includes a secure, web-based portal that gives designated System Administrators access to manage system and end user features and services. Mean Time to Restore Targets for the Service administrative portal are as follows:

Table 4: Service Credits for Service Availability Commitment

Severity Level	Service Impact	Mean Time to Restore Target
Critical	The Service Portal is completely unavailable. Designated System Administrators cannot login to the portal or make Service configuration changes. Customers can still make inbound/outbound Service calls.	4 Hours
Major	Some or all Service Portal features are not working as designed – i.e. Designated System Administrators cannot reset passwords, are unable to configure Dual Persona, Auto Attendant or Hunt Groups etc.	8 Hours
Minor	Designated System Administrator is experiencing non-service affecting issues – i.e. minor delays with screen refreshes, formatting is not aligned etc.	Rogers will use commercially reasonable efforts to provide a mutually acceptable workaround or repair if the problem is not resolved in the next release of the relevant supported service.

5.2.2. **Customer Premises Equipment.**

- i) Rogers Monitored Routers/ POE Switches

Mean Time to Restore Targets for the Customer's Rogers Monitored / POE Switches are as follows:

Table 5: Mean Time to Restore (Monitored)

Severity Level	Service Impact	Mean Time to Restore Target
Critical	Customer is unable to make/receive telephone calls from devices connected to a Rogers-provided router and/or POE switch because the router and/or POE switch is not functioning as expected. Triage efforts determine that equipment replacement is required.	4 Hours from the time that replacement hardware arrives on Customer site. Terms and Conditions for hardware replacement and delivery times for replacement hardware are per the Customer's Cisco SMARTnet contract.
Major	Customer is experiencing degraded ability to make/receive telephone calls from devices connected to a Rogers-provided router and/or POE switch because the router and/or POE switch is not functioning as expected. Triage efforts determine that equipment replacement is not	4 Hours from the time that troubleshooting efforts confirm a configuration issue

	required.	
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ii) Rogers Unmonitored Routers/ POE Switches

Mean Time to Restore Targets for the Customer's Rogers Unmonitored / POE Switches are as follows:

Table 6: Mean Time to Restore (Unmonitored)

Severity Level	Service Impact	Mean Time to Restore Target
Critical	Customer is unable to make/receive telephone calls from devices connected to a Rogers-provided router and/or POE switch because the router and/or POE switch is not functioning as expected. Triage efforts determine that equipment replacement is required.	<p>4 Hours from the time that replacement hardware arrives on Customer site.</p> <p>4 Hour MTTR Target will not be in effect in the event that Rogers cannot confirm customer-provided diagnostics upon arrival at Customer site.</p> <p>Terms and Conditions for hardware replacement and delivery times for replacement hardware are per the Customer's Cisco SmartNet contract.</p>
Major	Customer is experiencing degraded ability to make/receive telephone calls from devices connected to a Rogers-provided router and/or POE switch because the router and/or POE switch is not functioning as expected. Triage efforts determine that equipment replacement is not required.	4 Hours from the time that troubleshooting efforts confirm a configuration issue.