

This document sets out provisions with respect to Internet of Things products and/or services provided by Rogers Communications Canada Inc. (“**Rogers**”) pursuant to a Rogers for Business Agreement (the “**Agreement**”). The applicable terms set forth below form an integral part the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

By clicking on the links below, you will be redirected to the terms that are relevant for each named product and/or service.

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Control Centre Services

The following terms pertain specifically to Control Centre Services supplied by Rogers to you, the customer named on the Rogers for Business Agreement. Rogers' Internet of Things services, including the Control Centre services, are provided over a coast-to-coast Rogers-owned network based on 4G HSPA+, LTE, LTE-Advanced, LTE-M and NB-IOT, and multi-path digital fibre network technologies. You are responsible for all user activity in connection with the Control Centre Services on your account. Rogers will be using the services of Jasper to provide with the Control Centre Services.

- 1. Coverage.** Rogers' network coverage and technologies used by Rogers can be found here: <https://www.rogers.com/consumer/wireless/network-coverage>. The coverage map accessible via the above-mentioned link is a general representation of Rogers' wireless coverage where indicated. The areas shown are approximate. Actual coverage area may vary from map graphics. Reception may be affected by various factors, including system availability and capacity, Customer's equipment, signal strength, topography and environmental conditions. Charges are based on the location of the site receiving and transmitting the signal, not the location of the subscriber. Extended Coverage is available to the Customer's end-users with a compatible device and with data roaming enabled (for access to data services). See the Extended Coverage section below for further details. The LTE-M coverage is currently limited to select regions within Ontario. LTE-M coverage will be progressively extended over time. Additionally, there is no voice currently available on Customer devices using an LTE-M-only module. LTE-M cannot be provisioned on SIMs procured prior its launch. Customers must use Rogers' LTE-M compatible SIMs. Extended Coverage is currently not available for voice, data or SMS service on customer's device using an LTE-M-only module. Extended Coverage will be available at a future date.
- 2. Registration.** As a condition to using the Control Centre Services, each administrative user of the Control Centre Services may be required to register and select a unique password and user name ("User ID"). Customer shall ensure that each of such users provides accurate, complete, and updated registration information. A user may not (i) select or use as a User ID a name of another person with the intent to impersonate that person; or (ii) use as a User ID a name subject to any rights of a person other than such user without appropriate authorization.
- 3. DISCLAIMER.** IN NO EVENT WILL JASPER (OR ITS STAFF, AFFILIATES AND SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES IN CONNECTION WITH THE CONTROL CENTRE SERVICES, ANY THIRD-PARTY INTERNET MATERIALS OR USE OF THE ROGERS NETWORK. USE OF THE CONTROL CENTRE SERVICES IN CONNECTION WITH MEDICAL, EMERGENCY, ENVIRONMENTAL, MILITARY, AVIATION, NUCLEAR OR SIMILAR APPLICATIONS THAT REQUIRE FAIL-SAFE TECHNOLOGY IS NOT RECOMMENDED BECAUSE THE CONTROL CENTRE SERVICES IS NOT DESIGNED OR INTENDED FOR THESE APPLICATIONS. ALL USE OF THE CONTROL CENTRE SERVICES IS AT CUSTOMER'S OWN RISK. JASPER WILL PROVIDE THE CONTROL CENTRE SERVICES CONSISTENT WITH PREVAILING INDUSTRY STANDARDS IN A MANNER THAT ENDEAVORS TO MINIMIZE ERRORS AND INTERRUPTIONS IN THE SERVICES. CONTROL CENTRE SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED MAINTENANCE OR FOR UNSCHEDULED EMERGENCY MAINTENANCE, EITHER BY JASPER OR BY THIRD-PARTY PROVIDERS, OR BECAUSE OF OTHER CAUSES BEYOND JASPER'S REASONABLE CONTROL. JASPER DOES NOT WARRANT THAT THE CONTROL CENTRE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE CONTROL CENTRE SERVICES. EXCEPT FOR THE FOREGOING, THE CONTROL CENTRE SERVICES ARE PROVIDED "AS IS" AND JASPER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.
- 4. Intellectual Property and Misusage.** Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Control Centre Services or any technology related to the Control Centre Services ("Technology", including documentation); modify, translate, or create derivative

works based on the Control Centre Services or Technology; or copy (except for reasonable archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Control Centre Services or Technology; use the Control Centre Services or Technology for timesharing or service bureau purposes or otherwise for the benefit of a third party, except for authorized end users of customers in good standing; or remove any proprietary notices or labels with respect to the Control Centre Services. Customer will not use the Control Centre Services or Technology or access it in order to build a competitive product or service, build a product or service using similar ideas, features, functions or graphics of the Control Centre Services, or copy any ideas, features, functions or graphics of the Services. Jasper retains all rights in the Control Centre Services and Technology. The Rogers Control Centre Services may not be used illegally, for the purpose of creating or enhancing services that compete with the Rogers Control Centre Services or potentially disrupts lawful use of the Rogers Control Centre Services by others. Jasper reserves the right to suspend use of the Rogers Control Centre Services if Jasper in good faith believes that any of the provisions set forth in this Section 4 has been violated provided that in such event, Jasper will use reasonable, good faith efforts to provide advance notice -- emergencies excepted -- and to make suspension as selective and brief as practical. Upon request of Customer, Jasper will share the technical basis and reasoning for any Customer suspension.

5. Activation/Deactivation

- (a) Customer will utilize the Rogers Control Centre to activate, deactivate and perform maintenance.
- (b) Business automation rules drive the transition from one SIM Status to another SIM Status, as detailed in the User Guide.
- (c) Where certain functions cannot be performed using the Rogers Control Centre because those functions are not configured in the Rogers Control Centre, Customer acknowledges and agrees that Rogers shall have no obligation to make those functions available to Customer.
- (d) Customer shall have the option to temporarily suspend, in whole or in part, in the Rogers Control Centre, the Control Centre Services for one or several users while Customer maintains the account of those users, provided Customer agrees to pay to Rogers the service fees set out in the Product Qutoation, associated with any temporarily suspended Control Centre Services.
- (e) Customer shall, at its sole cost and expense, be responsible for acquiring and maintaining any computer systems and/or telecommunications connections required to activate, deactivate and perform maintenance activities on SIMs and perform the designated maintenance services and/or other activities using the Rogers Control Centre. Customer shall be solely responsible for any cost or expense resulting from Customer's use of the Rogers Control Centre, including costs or expenses resulting from any errors made by Customer in connection with activations or deactivations.
- (f) Customer acknowledges that functions of the Rogers Control Centre may be added, deleted or modified from time to time and that enhancements thereto may be provided upon written notice thereof to Customer provided that any deletion or modification will not affect the core functionality of the Control Centre Services.
- (g) Rogers reserves the right at any time and at its sole discretion to cease making available the Rogers Control Centre and replace it with another solution and amend this document to include modified terms and conditions as a result thereof, upon reasonable written notice to Customer.

6. APN.

- (a) Rogers will install and maintain one or, at Customer's request more custom APNs for Customer during the term for the Services set out in the Agreement. Customer shall pay to Rogers the rates set forth below with respect to each such APN. Each APN shall have a

minimum of two (2) nodes. Alternatively, Customer may use a common APN specifically built to be used for Control Centre.

- (b) Customer shall be responsible for any and all connections and transmissions facilities required from Customer's host system to the ingress point of the Rogers network. With respect thereto, Customer shall pay the applicable carrier(s) supplying the required private and fixed line connections and the transmissions facilities relating thereto, the applicable monthly and other fees relating thereto in the amount determined by such carrier(s) from time to time.
- (c) Customer will install and maintain during the term of the Services set out in the Agreement, at its sole cost, any required connection(s) (of a type approved by Rogers) between Customer's host system and the Rogers Facilities.

7. Usage Alerts. To assist Customer in the monitoring of data usage, which monitoring is the responsibility of Customer, Customer shall mandatorily avail itself of the usage alert and automation functionality of the Rogers M2M Control Centre. Rogers will refuse to credit Customer's account as a result of Customer's failure to use the usage alert and automation functionality of the Rogers M2M Control Centre.

8. Data Plans. The data plans available are described in the Agreement.

9. Minimum Billable Period. For each activated unit of equipment, Customer agrees to pay the applicable monthly fees for a minimum period of 1 month from the date of activation.

10. Minimum Revenue Commitment. Where a Minimum Revenue Commitment is set out in the Agreement, such Minimum Revenue Commitment will commence to be billed by Rogers after ninety (90) days from the date the pricing set out above is available to be loaded on the Customer's Data Only Lines.

11. Payment Terms. You must pay invoices within 30 days of the date of our invoice. Late payment charges are set out on your invoice, and are subject to change without notice.

12. Roaming Rates (from outside of Canada):

- (a) U.S.: \$6.14/MB.
- (b) International: Not available.

13. SIMs

- (a) Unless otherwise set out in the Agreement, the following fees and minimum order size quantities will apply to the SIM purchased by Customer:

SIMs	Price/SIM	Quantity
2FF (regular)	\$2.00	100
3FF (micro)	\$2.00	100
4FF	\$2.00	100
2FF (ruggedized)	\$4.00	100
MFF2 (Embedded)	\$4.00	1,000

- (b) Customer shall pay to Rogers an activation fee of \$4.00 per SIM when a SIM moves to an Activated state.

14. Equipment Certification. All devices must be tested and approved by Rogers Engineering. Devices are only considered for testing once all regulatory approvals including PTCRB and Industry Canada (IC) has been obtained. Radio modules/ modems embedded or used in any device must also be PTCRB and IC approved and tested and approved by Rogers. For custom devices not already

approved by Rogers the following applies:

\$0.00	Up to four (4) devices per year.
\$5,000	Per device after the fourth device.

15. **Blocking of Voice Calls.** Voice call capabilities will be blocked by Rogers so as to ensure no voice traffic is generated by End Users.
16. **General.** Calculation of the actual price will take into account certain criteria such as rounding, compression or minimum usage. Transmission Control Protocol/Internet Protocol overhead characters shall be added to all data transmissions which characters shall be included in the calculation of kilobytes used. Customer will be charged for all data usage sent through Rogers' Facilities regardless of whether the unit of Equipment actually receives the information. To ensure complete delivery, the Rogers Facilities may resend data packets. Customer will be billed for these resent packets. If an SMS has not been delivered by the Rogers Facilities, within the period of time specified within Rogers' defined SMS delivery schedules, it will be deleted. The fees set forth above are exclusive of taxes. Customer shall be responsible for the payment of all applicable taxes relating to such fees.
17. **Definitions.** The following definitions are used in relation to Control Centre Services.

“**APN**” means access point name, a non-mobile host terminal that supports or provides access to data and applications. Generally, the APN will be configured on the Rogers Facilities and the Jasper network connecting to the Rogers Control Centre. An APN: (i) allows for the dynamic assignment of IP addresses to Equipment during active sessions; and (ii) adds routing table entries to allow these specific ranges of IP addresses to access host IP addresses connected to the Rogers Control Centre via a virtual private network (VPN) connection.

“**Data Only Lines**” means Lines which are used to connect one machine to the Internet, or one machine to another machine.

“**Jasper**” means Jasper Technologies LLC.

“**Control Centre Services**” means the access to the Rogers M2M Control Centre and services related thereto.

“**Minimum Revenue Commitment**” means the monthly amount that Customer commits to be charged by Rogers, regardless of the number of Lines activated for the IoT Connectivity Services.

“**Rogers M2M Control Centre**” means the web based tool offered as a service described in the User Guide.

“**SIM Status**” means the state into which a SIM is automatically placed using the Rogers M2M Control Centre auto-provisioning feature.

“**User Guide**” means Jasper’s user guide posted on the Rogers M2M Control Centre (“Resources” tab, “Documents” section), as such user guide may be modified from time to time.

Custom APN and VPN

The following terms pertain specifically to Custom APN supplied by Rogers to you, the customer named on the Rogers for Business Agreement.

Part I. Product Description

Access Point Network (APN) is a configuration on the Rogers Wireless Network which:

- i) allows for the assignment of dynamic or static IP addresses to users requesting them by name; and
- ii) adds routing table entries to allow these specific ranges of IP addresses to access host IP addresses connected to the Rogers Wireless Network via a private connection.

Rogers will install and maintain a custom APN for Customer during the Service Term set out in the Agreement. Each APN must have a minimum of two (2) nodes. Customer may utilize Rogers' MPLS VPN Services as connections and transmissions facilities from Customer's host system to the ingress point of the Rogers Wireless Network, in which case such MPLS VPN Services are to be quoted separately.

Part II. Product Terms and Conditions

1. Service Term. The Service Term will begin when the Services are made available for your use and continue for the duration of the Service Term set out in the Agreement.
2. Pricing
 - a. Monthly Recurring Charges for the APN Services are set out in the Agreement.
 - b. A one-time Non-Recurring Charge for installation per APN is set out in the Agreement.
 - c. Additional professional services charges for the implementation and/or migration to such Access Point Network Services may apply, and will be quoted separately.
 - d. All connectivity between the Customer's location and the APN is the responsibility of the Customer and, where provided by Rogers, will be quoted separately.
3. Payment Terms. You must pay invoices within 30 days of the date of our invoice. Late payment charges are set out on your invoice, and are subject to change without notice.

Internet of Things (IoT) Connectivity Services

The following terms pertain specifically to Internet of Things Connectivity Services supplied by Rogers to you, the customer named on the Rogers for Business Agreement. Rogers' Internet of Things services, including the Internet of Things (IoT) services, are provided over a coast-to-coast Rogers-owned network based on 4G HSPA+, LTE, LTE-Advanced, LTE-M and NB-IOT, and multi-path digital fibre network technologies.

- Coverage.** Rogers' network coverage and technologies used by Rogers can be found here: <https://www.rogers.com/consumer/wireless/network-coverage>. The coverage map accessible via the above-mentioned link is a general representation of Rogers' wireless coverage where indicated. The areas shown are approximate. Actual coverage area may vary from map graphics. Reception may be affected by various factors, including system availability and capacity, Customer's equipment, signal strength, topography and environmental conditions. Charges are based on the location of the site receiving and transmitting the signal, not the location of the subscriber. Extended Coverage is available to the Customer's end-users with a compatible device and with data roaming enabled (for access to data services). See the Extended Coverage section below for further details. The LTE-M coverage is currently limited to select regions within Ontario. LTE-M coverage will be progressively extended over time. Additionally, there is no voice currently available on Customer devices using an LTE-M-only module. LTE-M cannot be provisioned on SIMs procured prior its launch. Customers must use Rogers' LTE-M compatible SIMs.
- Price Plans.** The IOT Connectivity Services are sold in a variety of price plans. The price plan(s) purchased by the Customer are set out in the Agreement.
- Device Certification.** All Customer devices must be tested and approved by Rogers Engineering. Devices are only considered for testing once all regulatory approvals including PTCRB and Industry Canada (IC) has been obtained. Radio modules/ modems embedded or used in any device must also be PTCRB and IC approved and tested and approved by Rogers. For custom devices not already approved by Rogers, an additional charge may be applicable and will quoted in an Agreement.
- 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.

A Customer's Rogers Device will always connect to the Rogers Wireless Network if it's 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. 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
- Some advanced features while using Rogers One Number™
- 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.

Extended Coverage is currently not available for voice, data or SMS service on customer's device using an LTE-M-only module. Extended Coverage will be available at a future date.

Product Terms and Conditions

- Pricing Eligibility.** Where the Customer is migrating to the IOT Connectivity Services from another Rogers' price plan, the IOT Connectivity Services pricing will take effect on the first day of the Customer's next wireless billing cycle, unless otherwise indicated by Rogers. Where the IOT Connectivity Services pricing set out on the Agreement includes pricing elements that must be customized on Rogers' billing system prior to the Customer's Data Only Lines being able to migrate or activate on such customized pricing, the Service Effective Date for the IOT Connectivity Services shall be the date on which Rogers notifies the Customer that such customized pricing is available. Unless otherwise set out in the Agreement, 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 IOT Connectivity Services pricing.
- Committed Number of Lines.** Where a Committed Number of Lines is set out in the Agreement for the IOT Connectivity Services, the Customer has ninety (90) days from the date the pricing set out above is available to be loaded on the Customer's Data Only Lines (the "**Commitment Date**") to activate the Committed Number of Lines. Where a Minimum Revenue Commitment is set out in the Agreement, such Minimum Revenue Commitment will commence to be billed by Rogers after ninety (90) days from the date the pricing set out above is available to be loaded on the Customer's Data Only Lines. If (A) the Committed Number of Lines is not met by the Commitment Date, or (B) the activated number of Data Only Lines falls below the Committed Number of Lines at any time after the Commitment Date; then the pricing set forth in the Agreement shall be subject to change at Rogers' sole discretion.
- Discount Eligibility.** Where the Customer's pricing for IOT Connectivity Services has been discounted, as reflected in the Agreement, such discounting is subject to the Customer attaining the Committed Number of Lines (as set out in the Agreement) by the Commitment Date and maintaining the Committed Number Lines for the duration of the Service Term for IOT Connectivity Services. In the event the Customer does not attain or maintain the Committed Number of Lines, Rogers reserves the right to remove any such discounting on the Customer's existing Data Only Lines and on any Data Only Lines subsequently activated by the Customer.
- Ordering the Services.** Services may from time to time be ordered by the Customer for the Customer's internal use by requesting to activate a Data Only Line. The Customer acknowledges and agrees that it shall be liable for all amounts owing to Rogers for Data Only Lines. To order Data Only 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.
- Economic Inducement Recovery Fee.** An Economic Inducement Recovery Fee ("**EIRF**") applies if Rogers provided an Economic Inducement when the Line Term was agreed to, and if the Line is terminated prior to the end of the Line Term. The EIRF is equal to the amount of the Economic Inducement multiplied by the number of months remaining in the Line Term at the time of termination divided by the total number of months of the Line Term (plus applicable taxes).

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

The amount of the Economic Inducement is equal to the aggregated total of all credits or subsidies provided (activation, conversion, renewal, or otherwise).

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.

6. **Roaming.** When roaming outside of Rogers' coverage area, 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).
7. **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.
8. **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.
9. **Payment Terms.** You must pay invoices within 30 days of the date of our invoice. Late payment charges are set out on your invoice, and are subject to change without notice.
10. **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.

11. **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 conjunction with IoT Connectivity Services. Any capitalized terms not defined below are defined in the Agreement.

- 1.1 Canadian – means wireless data traffic both originating and terminating within Canada.
- 1.2 Committed Number of Lines – means the number of Data Only Lines set out in the Agreement for the IOT Connectivity Services.
- 1.3 Data Only Lines – means Lines which are used to connect one machine to the Internet, or one machine to another machine.
- 1.4 Minimum Revenue Commitment – means the monthly amount that Customer commits to be charged by Rogers, regardless of the number of Lines activated for the IoT Connectivity Services.
- 1.5 International – means wireless data traffic terminating to a country other than Canada or the United States.
- 1.6 Line Term – means the period of time that the Customer commits to maintain the selected price plan on a certain Data Only Line. Following the end of the Line Term for each Data Only Line, the Line Term shall continue on a month to month basis at the then-current pricing in effect for such Data Only 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 remove any discount set out in the Agreement for the applicable Data Only Line.
- 1.7 North American – means wireless data traffic terminating to Canada and the United States.
- 1.8 Rogers Wireless Network – means the Rogers-owned wireless transmission facilities.
- 1.9 United States – means wireless data traffic originating and terminating within the United States.