

This document sets out provisions with respect to Business Productivity 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.

[Rogers Unison™](#)

[Office 365 delivered by Rogers](#)

## Rogers Unison™

The following terms pertain specifically to Unison Services supplied by Rogers to you. Rogers Unison 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 Unison bundles internet protocol (IP) telephony, native mobile device integration, messaging support and PSTN access into a simple, price-per user subscription model. As the Unison Services evolve, Rogers will make new and amended features and functionality available for your use.

Rogers Unison Services have the following components:

### 1. User Subscriptions

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

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

Rogers Unison 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. Device Support

Access to Rogers Unison Services is 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 Unison devices will continue to be supported until the end of the Customer's then-current Commitment Period.

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

- (b) If access to the Rogers Unison web portal is not required, an approved feature phone, provided that the Customer use the feature phone for call control purposes only;
- (c) IP Phones and Conference Units that have been certified and approved for use by Rogers;
- (d) Analog Telephone Adapter (ATA) which provides a single FXS port to support the connection of a single approved analog device to the Unison Services;
- (e)
- (f) Unison Softphone;
- (g) Wireless Business Phone.

### 3. **Call Control Services**

The Unison 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 Unison is available to the Customer upon request.

### 4. **Voice Mail Services**

All Rogers Unison 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 Unison 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 Unison database. Mobile users with the appropriate wireless plan may also receive Rogers Unison voicemail messages forwarded as text messages to their wireless device.

### 5. **PSTN Access**

Rogers Unison includes Public Switched Telephone Network (PSTN) access for all user types, subject to service availability under CRTC regulations, as follows:

- Services for Unison 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.
- Services for Unison 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 Unison 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.

### 6. **Direct Inward Dial (DID) Numbers**

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

DID numbers are provisioned for Unison subscribers as follows:

- (a) Mobile and Hybrid subscribers will each have support for up to 4 DID numbers assigned as follows:
  - i. Primary DID – this is the user's Rogers wireless telephone number, which Rogers will provide or port over to the Unison environment from the incumbent carrier

- ii. Dual Persona DID (if required)
- iii. Auto Attendant DID (if required)
- iv. Hunt Group DID (if required)

(b) Office and Softphone Only Subscribers will each have support for one (1) DID numbers assigned as follows:

- i. Primary DID – this is the user’s Rogers wireline telephone number which Rogers will provide or port over to the Unison environment from the incumbent carrier

## 7. **Long Distance**

All Unison subscriptions include access to wireline and wireless long distance Services at the rates set out on <http://www.rogers.com/unison/support>. Where a Customer’s Unison 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 Part II below.

## 8. **911 Support**

Rogers Unison includes 911 support for all subscribers per the following:

(a) Unison 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.

(b) Unison Hybrid users will receive different methods of 911 support dependent on device type:

- i. 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
- ii. Each Unison 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 Unison Softphone device will be communicated to the 9-1-1 call-taker in the event that the device places a 911 call.
- iii. 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.

(c) Unison Office users will receive different methods of 9-1-1 support dependent on device type:

- i. 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.
- ii. Each Unison 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 Unison Softphone device will be communicated to the 9-1-1 call-taker in the event that a 9-1-1 call is placed.

(d) Unison Softphone Only users

- i. Each Unison 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 Unison Softphone device will be communicated to the 9-1-1 call-taker in the event that a 9-1-1 call is placed.

## 9. **Network Connectivity**

In order to access Unison Services, Hybrid, Office and Softphone Only subscribers using either hard IP Phones or Unison Softphones on a non-mobile device will require Customer provided data network connectivity. Unison supports multiple data access types including:

- (a) Rogers Ethernet Fibre (provided pursuant to the terms of a separate service agreement)
- (b) Rogers Cable (provided pursuant to the terms of a separate service agreement)
- (c) Internet Connectivity – provided by either Rogers (pursuant to the terms of a separate service agreement) 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)
- (d) Mobile data network for the mobile or tablet Unison Softphone – provided either by Rogers (pursuant to the terms of a separate service agreement) 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 Unison 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, the Customer must have Internet connectivity to reach the Unison web portal. This Internet connectivity is required to provide system administration access and to support Unison device management requirements that are only available via the Unison web portal.

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

## 10. **System Administration**

- (a) The Customer will have access to self-administration capabilities through the secure Unison web portal. Two levels of administrative access are available:
  - i. System Administration – which provides designated Customer administrators with access to system level features as well as features for all end users
  - ii. 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
- (b) Customer should note that Unison users cannot be activated or deactivated through the Unison web portal. Designated system administrators must call the Rogers Customer Care organization to have users added or removed from the Customer's Unison Service.
- (c) 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 Unison web portal, whether or not Rogers or its authorized representative has been advised of the possibility of such damages.

## 11. **Support**

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

Rogers will:

- (a) Troubleshoot, diagnose and resolve reported incidents in the core Unison platform
- (b) Perform required hardware maintenance or upgrades for the core Unison platform
- (c) Perform required software upgrades on the core Unison platform
- (d) Manage capacity utilization and required upgrades

## 12. Deactivations

If you cancel your primary wireless subscription, any additional phone numbers for Auto Attendant, Hunt Groups and Dual Persona associated with your primary wireless subscription would also be cancelled

## Part II. Product Terms and Conditions

1. **Termination Fees.** If the Customer signs up for a Commitment Period and terminates the Unison Services for any reason other than as permitted under these Terms, or if Rogers terminates the Unison Services for cause as permitted under the terms, 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 Commitment Period from the effective date of termination;
  - (ii) any cost which Rogers must continue to pay to third parties for the remainder of the applicable Commitment Period 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 Commitment Period for such Services.
- (a) Customer must either return all Rogers-owned equipment associated with the Services to Rogers, or pay Rogers for the fair market value of such Rogers-owned equipment.
  - (b) Such termination liability shall be payable on the effective date of any and all terminations.

## 2. **Minimum Commitment**

Unison Services can be subscribed on a month to month basis. Where the Customer subscribes to the Unison Services for a Commitment Period that Commitment Period is set out in the services agreement.

## 3. **Charges**

- (a) Unison Services are billed on a monthly, per-user subscription basis. Unison 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.
- (b) Monthly charges for the Unison Services subscription fees will be fixed for the duration of the Commitment Period agreed by Rogers and the Customer, where applicable. Where there is no Commitment Period, monthly charges for the Unison Services will be provided on a month-to-month basis.
- (c) Unison 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.
- (d) 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.
- (e) Any incoming calls to the Auto Attendant and Hunt Groups phone numbers will be treated as call forwarding minutes. The Customer's Unison 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. Professional Services to activate the Unison service are billable as a one-time implementation charge based on the agreement of the customer and Rogers.
- (f) Any on-site IP Telephone deployment required can be performed by Rogers as an additional, billable Professional Services activity.
- (g) Should Customer elect to self-install IP Telephone devices, Customer must contact Rogers to arrange for scheduling of final set activation remote activities. Rogers will not be responsible for improper function of the Unison 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 devices to the Customer Site, Rogers will begin billing for Unison services for the contracted number of Unison subscribers.

- (h) IP Telephone devices purchased by the Customer from Rogers for use with the Unison Services may be purchased outright by the Customer by way of a one-time charge payable to Rogers. IP Telephone devices for use with the Unison Office subscription only 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 Unison Office subscriber may be financed through Rogers.
  - (i) Analog Telephone Adapter (ATA) devices purchased by the Customer from Rogers for use with the Unison Services must be purchased outright by the Customer by way of a one-time charge payable to Rogers.
  - (j) Routers and/or Power over Ethernet (POE) Switches purchased by the Customer from Rogers for use with the Unison Services must be purchased outright by the Customer by way of a one-time charge payable to Rogers.
  - (k) Installation charges for Routers/POE switches purchased from Rogers will be payable as one-time charges as set out in the terms. Travel charges may also apply for on-site deployments at Customer sites outside of a greater urban area.
  - (l) If the Customer is connected to Unison 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 Unison Services. In this event, the Customer must purchase Cisco SmartNet for the duration of the Commitment Period for any Routers/POE Switches purchased from Rogers for use with the Unison Services.
4. **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.

#### **5. Network Connectivity Requirements**

- (a) The Customer is responsible for providing suitable network access and bandwidth to support the operation of Unison Services for its users at all sites, and for keeping such bandwidth adjusted appropriately in consideration of changes in the number of Rogers Unison users. Network connectivity and provisioned bandwidth must be sufficient to accommodate the Customer's Unison 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 Unison Services are not included in the Unison Services user pricing and must be quoted by Rogers separately. The Internet or data bandwidth required to support Unison 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.
- (b) In the event that the Customer chooses to deliver Unison 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 Unison Services caused by the performance of the third party network or issues with interconnection to, from or within such third party's network.
- (c) 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.
- (d) At a minimum, every Customer must provide sufficient Internet connectivity to reach the Unison web portal. This Internet connectivity is required to provide system administration access and to support Unison device management requirements that are only available via the Unison web portal.
- (e) In the event that the Customer chooses to access and deliver Unison Services over the public Internet, the Customer acknowledges and agrees that Rogers is not responsible for the failure or non-performance of the Unison Services caused by issues with the public Internet.
- (f) The Customer must have mobile data or WiFi Internet connectivity to access the mobile or tablet Unison Softphone application and the mobile or tablet self-serve application.

#### **6. Telephone Numbers**

- (a) 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.

- (b) 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.
- (c) Upon a request to terminate the Unison Services, the Customer may port any telephone numbers (including numbers associated with Auto Attendant or Hunt Group) associated with their Unison Services to another telecommunications carrier, provided those telephone numbers are active with Rogers. In the event that the Customer's Rogers Unison 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.
- (d) If the Customer cancels its primary wireless subscription associated with Unison 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.

## **6 Long Distance**

When placing long distance calls from a Unison Services for Office IP phone or Softphone, the following terms apply:

- (a) Rogers' long distance services provide outbound long distance telecommunications from a landline (Unison Office or Softphone) connection.
- (b) Unlimited Canadian long distance services are included in all plans for Unison Services for Office IP phone or Softphone. Per minute rates for North American and International long distance services are standard Rogers' rates, unless otherwise stated in the service agreement.
- (c) Rates for the Customer's long distance services are subject to maintaining monthly traffic distribution where:
  - (i) 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
  - (ii) 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.
- (d) 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.
- (e) 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.
- (f) 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 Unison Mobile or Hybrid wireless line, the following terms apply:

- (a) Unison 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.

## **7 9-1-1 Limitations and Customer Responsibilities**

9-1-1 Service: Because of the unique nature of Rogers Unison 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 Unison with respect to 9-1-1 calls placed to emergency services from your account as described below.



- (a) For Unison Softphone Calling, Rogers Unison services 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 Unison user must also be signed into their Rogers Unison account with their correct username and password in order to place or receive a 9-1-1 emergency call. Additionally, if a user is signed onto Rogers Unison via multiple devices, any emergency 9-1-1 callback will ring to the device from which the 9-1-1 emergency call was placed.
- (b) When a Customer places a 9-1-1 emergency call, the Rogers Unison 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 Unison 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.
- (c) The Customer is responsible for providing, maintaining, and updating correct contact information (including name, address where the subscriber will be using the Rogers Unison 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.
- (d) For Unison Softphone Calling, If the Customer does not update the Registered Location for its subscribers, 9-1-1 calls those subscribers make with the Rogers Unison 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 Unison 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 Unison 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.
- (e) For Unison 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.
- (f) 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 Unison Softphone Calling.
- (g) For technical reasons, the functionality of 9-1-1 Rogers Unison 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 Unison Services are not functioning correctly for any reason, including power outages, Rogers Unison 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 Unison 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.
- (h) If the Customer is not comfortable with the limitations of 9-1-1 emergency calls, Rogers recommends that the Customer not purchase Rogers Unison 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.
- (i) The Customer is responsible for notifying, and agrees to notify, any user or potential Rogers Unison users of the Customer’s Rogers Unison Services of the nature and limitations of 9-1-1 emergency calls on the Rogers

Unison 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 Unison 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.

- (j) 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.
- (k) As simultaneous ring allows any incoming calls to ring multiple phone numbers and devices for a **Rogers Unison™** customer, it is the user's responsibility to ensure that any emergency 9-1-1 callback is received on the correct device/phone number. This can be accomplished by ensuring that the simultaneous ring functionality is disabled by the user whenever an emergency 9-1-1 call is about to be made, or the user is expecting an emergency 9-1-1 callback

## **8 Wireless Usage**

- (a) Mobile and Hybrid subscriptions require that each Customer user also have active Rogers' corporately paid wireless services.
- (b) 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.

## **9. Rogers Provided IP Telephones/Analog Telephone Adapters (ATA) Device Support**

- (a) All IP telephone/ATA devices provided to Customer by Rogers will receive a limited hardware replacement support service for the duration of the Commitment Period.
- (b) 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
- (c) Rogers will issue a Return Material Authorization (RMA) number to the Customer.
- (d) 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.
- (e) 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 IP telephone/ATA to the Customer and will invoice Customer for the full value of the replacement device.

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

- (a) POE Switches provided by Rogers are intended solely to support Unison Services to end user subscribers. The only device that may be connected to a Rogers' provided POE Switch is an IP Telephone device provided by Rogers. No other Customer devices may be connected to unoccupied ports on the Rogers provided POE Switch.
- (b) Customer may elect to connect a single desktop or laptop computer device to the second port on the Rogers' provided IP Telephone device. In this event, Rogers will work with the Customer during the initial deployment to ensure the following conditions are met:
  - i. Ensure that both LAN ports on the IP Telephone device have been enabled
  - ii. Implement LLDP support on the IP Telephone device and the POE Switch
  - iii. Implement a voice VLAN on the POE switch
  - iv. Add a data access VLAN (for desktop/laptop computer) toward IP Telephone device and customer LAN
- (c) The Voice VLAN ID will be assigned by Rogers and may not be changed by Customer.

- (d) Data VLAN ID and IP addressing will be coordinated between Rogers and Customer and integrated with Customer network.
- (e) 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.
- (f) Customer is responsible for managing IP assignments for desktop or laptop computers.
- (g) Customer is responsible for:
  - i. Providing an appropriate operating environment for the POE Switch(es) based on manufacturer specifications
  - ii. Providing appropriate power facilities including Uninterruptable Power Supplies/surge protectors
  - iii. Providing appropriate racks and rack space to allow mounting of the POE Switch(es)
  - iv. Providing appropriate Category 5/6 UPT cabling from the POE Switch(es) to each Rogers' provided IP Telephone device
  - v. Promptly communicating planned changes to the Customer's LAN/WAN that could potentially affect service provision
  - vi. Checking availability of power to the POE Switch(es) as requested by Rogers including a visual check of LED indicators
  - vii. Checking that cables are connected as requested by Rogers
  - viii. 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

#### **10.1 Rogers Monitored Routers/Power Over Ethernet (POE) Switches – Device Support**

- (a) 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 Commitment Period as presented in the terms for any Routers/POE Switches purchased from Rogers for use with the Unison Services.
- (b) Where Rogers is providing Router/POE Switch monitoring Services, Rogers will generate alarms on up/down status of the devices.
- (c) Where Rogers is providing monitoring Services, the following information will be available to Rogers' technical support teams when trouble shooting an issue
  - i. Up/down events on any of the active ports
  - ii. Utilization of the device
    - 1. Overall traffic utilization
    - 2. Port utilization
    - 3. CPU/Memory and other chassis alerts that would be deemed to be Services impacting
- (d) The Customer should note that reporting and visibility to the Customer of network and device information is currently out of scope.
- (e) In the event of a confirmed incident or in the event that the Customer opens a service ticket with Rogers, Rogers will:
  - i. Investigate the incident
  - ii. Isolate the fault
  - iii. Dispatch field service technicians as needed and appropriate per the outcome of remote troubleshooting and resolution steps
  - iv. Repair or replace the Router/POE Switch as required

#### **10.2 Rogers Unmonitored Routers/Power Over Ethernet (POE) Switches – Device Support**

- (a) At Customer's request, Rogers can also provide support services for Routers/POE Switches purchased from Rogers in support of Unison Services for unmonitored Routers/POE Switches under the following conditions:
  - i. Customer must purchase Cisco SmartNet coverage for the duration of the Commitment Period as presented in the terms for any Routers/POE Switches purchased from Rogers.

- ii. 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.
- iii. Based on the outcome of troubleshooting steps, repair or replace the Router/POE Switch as required.

## **11. Unison Exclusions**

The following Rogers wireless services are not available to Rogers Unison subscribers:

- Rogers One Number™
- UMA - Wi-Fi Calling
- Wireless Priority Services
- Data blocking
- Ringback tunes
- Advanced Call Manager
- Teletypewriter

## **12. Unison Limitations**

- (a) Dual Persona, Auto Attendant or Hunt Groups Phone numbers cannot be used for text and picture messaging purposes.
- (b) 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.
- (c) A Toll free number cannot be directly associated with an Auto Attendant or Hunt Group Number.

## **Part III. Professional Deployment Services**

### **1. Summary of Professional Deployment Services.**

Optional 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.

Upon request, Rogers will provide Professional Deployment Services for Unison Services that include:

- (a) Centralized coordination of all Rogers' tasks and deliverables during deployment.
- (b) Assistance with Customer requirements gathering and system design.
- (c) Provision of both the Customer System Administrator "Getting Started" Guide and associated reference documentation for the Customer System Administrator. These guides can be viewed at <http://www.rogers.com/unison/support>

### **2. Professional Deployment Services Inclusions.**

As part of the Professional Deployment Services, Rogers can assist with the following as requested:

#### **2.1 Project coordination:**

- A single point of contact, accountable for all Professional Deployment Services activities.
- Monitor and track project delivery.
- Project kick-off meeting with Customer.

#### **2.2: Assistance on the following:**

- Auto Attendant configuration.

- Hunt Group configuration.
  - End User configuration: extension dialing, Dual Persona, and 911 location.
- 2.3 Shipping and installation of applicable CPE (phones, switches and routers) is provided per the service agreement, including:
- 2.3.1 Pre-configure/stage the CPE according to the Solution Requirements Document.
- 2.3.2 Ship 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).
- 2.3.3 Coordinate (with Customer Site Contact) date and time for the Rogers to install the CPE.
- 2.3.4 During on-site installation, the Rogers Technician will:
- Validate that full inventory of equipment has been received;
  - Review the site plan with the Customer Site Contact to verify where equipment will be installed;
  - 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;
  - Unpack and install the equipment by connecting devices to power and network;
  - Test network connectivity of all Rogers-provided equipment, and confirm that phones receive dial tone and that internal and external calls can be made;
  - Validate that phones have been configured for the correct phone numbers;
  - Coordinate testing and final configuration of routers and switches with Rogers Technical Support (if required);
  - Dispose of packaging to a disposal site designated by the Customer Site Contact; and
  - Achieve sign-off on work completion from the Customer Site Contact.
- 2.3.5 In the event of self-installation of IP phones, Rogers will:
- Confirm with the Customer that full inventory of equipment has been received;
  - Provide remote troubleshooting support during self-installation; and
  - Support Customer testing and final configuration of phones.
- 2.4 Providing the End User Help Guide, Receptionist Console Help Guide (for CPE Deployment services only) and the System Administrator “Getting Started” Guide,. If applicable
- 2.5 Providing remote review of Help Guides, web-based documentation/videos, and general solution orientation to the System Administrator.
- 2.6 Deploy and cut-over solution, including:
- Build Customer profile for Unison Services;
  - Provision Unison Services;
  - Receive Auto Attendant audio files from the Customer and deploy into solution;
  - Program auto-attendants;
  - Program Hunt Groups;
  - Program dial plans (provided complete Customer dial plan design is not required);
  - Configure call flows;
  - Configure Dual Personas;
  - Assign routing codes;
  - Schedule cut-over;
  - Configure and port Customer Direct Inbound Dials (DIDs); and
  - 911 testing.
- 2.7 Providing remote support for the first Business Day after deployment is finished (“**Day 1**”).
- Transition remote support for ongoing support activities to the dedicated Unison Support team.

### 3. Professional Deployment Services Exclusions.

The Professional Deployment Services specifically exclude the following:

- Network design or bandwidth expansion, including any adds or changes to Session Initiation Protocol (SIP) trunking.
- Network assessment or remediation.
- Network Quality of Service (QoS) Implementation.
- Hardware Load Balancing design and deployment.
- Implementation, configuration or testing of any backup, monitoring software or solutions used for recoverability and management.
- Integration of existing private branch exchange (PBX).
- In-person/classroom training for any End Users.

### 4. Professional Deployment Services Assumptions.

- 4.1 All Sites will have no more than one turn-up phase of the Unison Services. If more than one turn-up phase is required, this can be provided as a billable Professional Services charge.
- 4.2 Any sites requiring Rogers to install CPE are assumed to be commercial spaces (office or industrial space, etc.). Rogers cannot install Unison equipment in private homes. Customer may self-install phones. Routers/switches can only be installed in commercial spaces.
- 4.3 Pricing for Customer-led testing assumes that testing will not exceed a two week duration. All additional testing is a billable Professional Service.
- 4.4 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.
- 4.5 **You are 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.**
- 4.6 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 the service agreement and which are required to enable the provision of the Unison Services.
- 4.7 Customer will provide a Site plan for each location including locations for the deployment of Routers/POE Switches and the placement of 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.
- 4.8 Customer is responsible for providing an appropriate operating environment for the Routers/POE Switch(es) based on manufacturer specifications, including:
  - Providing appropriate power facilities including Uninterruptable Power Supplies (UPS)/surge protectors.
  - Providing appropriate racks and rack space to allow mounting of the Routers/POE Switch(es).
  - Providing appropriate Category 5/6 UPT cabling from the POE Switch(es) to each Rogers' provided IP Telephone device.
- 4.9 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.
- 4.10 Rogers will arrange for delivery of Rogers' 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 3<sup>rd</sup> party.
- 4.11 Customer acknowledges that Rogers is not responsible for delays in the Professional Deployment Services that are outside of Rogers' control.
- 4.12 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.

4.13 Customer is responsible for providing all information regarding numbers to be ported to the Unison Services.

## Definitions

**The following definitions are used in relation to Rogers Unison Services. Any capitalized terms not defined below are defined in the Agreement.**

**Analog Telephone Adapter (ATA)** is a premise-based device that supports the connection of a single analog device (FXS) to the Unison Services over the Customer's IP network.

**Auto Attendant DID** means a Direct Inward Dial telephone number that is for incoming calls only to the Unison Auto Attendant application. Unison Auto Attendant is a fully automated answering system that professionally greets callers and directs their calls to the right destination.

**Business Day** means Monday to Friday inclusive, excluding statutory holidays observed in the Province of Ontario.

**Cable** means broadband connectivity delivered over cable equivalent to Internet connectivity.

**Core Network** means the Rogers core network. This includes all network infrastructure between the Provider Edge (PE) equipment.

**Direct Inward Dial (DID)** is a unique telephone number that allows an endpoint to be reached directly from the PSTN.

**Dual Persona DID** means a Direct Inward Dial telephone number that can be used for both inbound and outbound calls. Dual Persona allows Unison 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 3<sup>rd</sup> party carrier which can be ported over to the Unison environment.

**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.

**EON** means Ethernet Optical Network.

**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 Unison service.

**Hunt Group DID** means a Direct Inward Dial telephone number that is for incoming calls only to the Unison 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.

**International** means wireless or wireline voice, traffic terminating to a country other than Canada or the United States.

**North American** means wireless voice traffic terminating to and/or originating from the United States, and wireline voice traffic terminating to the United States.

**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.

**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.

**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.

**Public Safety Answering Point (PSAP)** means a communications centre which receives 911 calls and transfers such calls to the appropriate emergency services provider.

**PSTN** means Public Switched Telephone Network

**Registered Location** means, for any particular Customer subscriber to Unison Services, the street address, unit number, city, province and postal code for the location where such Customer subscriber is utilizing the Unison Services.

**Rogers Wireless Network** means the Rogers-owned wireless transmission facilities.

**Rogers Wireline Network** means the Rogers-owned fibre and cable transmission facilities where local services (PSTN) are available.

**Site** means a geographic location where one or more of the Customer's Services is delivered.

**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.

**Unison 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.

**Wireless Business Phone** means a wireless modem which connects to the Rogers Wireless Network and supports the connection of a single analog telephone device.



## Office 365 delivered by Rogers

The following terms pertain specifically to Office 365 delivered by Rogers, supplied by Rogers to you. Office 365 delivered by Rogers is a powerful business productivity solution that allows you to stay connected and access, store and share documents anytime, anywhere and on any device. Each of your subscribers can access Office 365 delivered by Rogers from up to 5 computers or mobile devices. A cloud-based service hosted by Microsoft, Office 365 delivered by Rogers brings together familiar Microsoft Office desktop applications, such as Microsoft Office, plus other productivity services that are enabled over the Internet by Microsoft as part of the Office 365 suites described below. Office 365 delivered by Rogers is available in the following configurations and with the following options:

Office 365 delivered by Rogers is available in the following suites, more fully described in Table 1 below:

- Office 365 Business Essentials (for up to 300 users who require email, file storage and sharing, HD audio/video conferencing, corporate social network).
- Office 365 Business (for up to 300 users who require file storage and Microsoft Office applications, accessed via desktop clients, apps on mobile devices or the web).
- Office 365 Business Premium (for up to 300 users who want the features of both Business Essentials and Business in one plan).
- Office 365 ProPlus (for unlimited users who require file storage and Microsoft Office applications, accessed via desktop clients, apps on mobile devices or the web plus MS Access).
- Enterprise E1 suite (for unlimited users who require all the features of Business Essentials plus advanced compliance tools and hybrid deployment).
- Enterprise E3 suite (for unlimited users who require all the features of Business Premium plus advanced compliance tools and hybrid deployment but no unified voice enablement).
- Enterprise E4 suite (for unlimited users who require all the features of Enterprise E3 plus unified voice enablement).
- Exchange Online Plan 1 (for unlimited users who require enterprise grade email).

**Table 1 – Product Suites**

Features	Business Essentials	Business	Business Premium	Pro Plus	Enterprise E1	Enterprise E3	Enterprise E4
<b>Maximum Users</b>	300	300	300	Unlimited	Unlimited	Unlimited	Unlimited
<b>Full, installed Office apps</b>		x	x	x (plus Access)		x (plus Access)	x (plus Access)
<b>Office on tablets and phones</b>		x	x	x		x	x
<b>Online versions of Office</b>	x	x	x	x	x	x	x
<b>File storage and sharing (One Drive for Business)</b>	1TB	1TB	1TB	1TB	unlimited	unlimited	unlimited
<b>Business class email, calendar (Exchange Online)</b>	x		x		x	x	x
<b>Unlimited online meetings (Skype for Business)</b>	x		x		x	x	x
<b>Intranet sites for teams (SharePoint Online)</b>	x		x		x	x	x
<b>Corporate social network (Yammer)</b>	x		x		x	x	x
<b>Professional digital storytelling (Sway)</b>	x	x	x	x	x	x	x

<b>Personalized search and discovery (Delve)</b>	x		x		x	x	x
<b>3rd party apps</b>					x	x	x
<b>Corporate video portal (Office 365 Video)</b>					x	x	x
<b>Rights Management, Data Loss Prevention</b>						x	x
<b>Voice add-ons</b>							x

Additional features, such as Power BI, Archiving or software such as Visio or Project, can be added by the Customer to an Office 365 subscription based on user needs, and such additional features will be set out in the applicable Agreement. A description of the most common features is set out in Table 2 below. Those features not described in Table 2 are described at <https://products.office.com/en-ca/business/compare-office-365-for-business-plans?>

**Table 2 – Common Office 365 delivered by Rogers Features**

Feature Name	Feature Description
Full, installed Office apps	Desktop clients for Word, Excel, PowerPoint, Publisher, OneNote, Infopath, Access
One Drive for Business	OneDrive for Business gives each user 1 TB of personal cloud storage that can be accessed from anywhere and that syncs with their PC/Mac for offline access.
Exchange Online	50GB inbox, anti-virus, anti-spam and shared calendars. Send attachments up to 150 MB.
Skype for Business	Online meetings with audio, HD video, and web conferencing over the Internet with single click from smartphone, tablet, or PC. Broadcast Skype for Business meetings on select plans for up to 10,000 people, who can attend in a browser on nearly any device. Includes real-time polling and sentiment tracking.
SharePoint Online	Enable easy access and sharing of documents with 10 GB of baseline storage plus 500 MB of storage per user.
Yammer	New third-party and customer-developed apps work with Office and SharePoint to bring web services right into documents and sites.
Sway	New Office 365 app to easily create engaging, interactive web-based reports, presentations, newsletters, trainings and more—right from a phone, tablet, or browser.
Delve	A data visualization and discovery tool that incorporates elements of social networking and machine learning with the search capability of Office 365.
3rd party apps	New third-party and customer-developed apps work with Office and SharePoint to bring web services right into documents and sites.
Office 365 Video	Easily manage videos within an organization. Office 365 Video is a company-wide destination for video upload, sharing and discovery, and smooth playback across devices.
Rights Management, Data Loss Prevention	Rights management, data loss prevention, and encryption for Exchange Online, Skype for Business, and SharePoint Online help keep content safe in email, IM and meetings, and team sites. Simplify management of apps in an organization with Group Policy, Telemetry, and Shared Computer Activation.
Advance eDiscovery	Detection analytics, predictive coding trains system, search and map unstructured data.

**Optional Professional Services**

You can elect to engage Rogers’ professional services consultants to assist in its migration to Office 365. An experienced Office 365 consultant will remotely install and configure your Office 365 delivered by Rogers Services, Business Productivity Terms

then migrate users and data from your previous on-premise solutions. The optional professional services offering includes a half-day, interactive workshop that will introduce your administrative team to the capabilities of Office 365 delivered by Rogers, as well as recommended best practices.

### **Optional Cloud-to-Mobile Edge Applications**

Through partnerships with leading cloud application companies, Rogers can assist you to deploy critical mobile business applications. These optional Cloud-to-Mobile applications are described in the Microsoft Office 365 web store, and are subject to additional terms and conditions.

### **Product Terms and Conditions**

1. **Trial Services.** Rogers may also offer Office 365 delivered by Rogers to you on a free trial basis for a period of time defined by Microsoft (the “**Trial Period**”), which trial will be subject to these terms (the “**Trial Services**”). If, at the conclusion of the Trial Period, the Customer has not purchased Office 365 delivered by Rogers for a Service Term, its use of Office 365 delivered by Rogers will be immediately terminated and the Customer’s data may be automatically be deleted from the platform. Upon the conclusion of the Trial Period, Rogers and/or its licensor shall have the right to delete and destroy all of Customer’s data remaining on the Office 365 delivered by Rogers’ platform, without liability to the Customer.
2. **License.** Rogers grants the Customer a non-exclusive, non-transferable, worldwide and limited right to access and use Office 365 delivered by Rogers and to install and use the Office 365 delivered by Rogers Software. These rights are (a) non-perpetual unless explicitly stated otherwise (such as through the buy-out option) and (b) conditional on Customer’s continued compliance with the Agreement. Unless the Customer obtains perpetual licenses under an available buy-out option from Rogers, Office 365 delivered by Rogers Software obtained under the terms of this Agreement lasts only for the Service Term for Office 365. Any references in the materials to running Office 365 delivered by Rogers Software on a perpetual basis apply only if Customer obtains perpetual licenses directly from Microsoft under an applicable buy-out option.

Rogers grants the Customer licenses for the number of copies of the Office 365 delivered by Rogers Software that the Customer ordered. Licenses must be assigned to a single user. License rights are not related to fulfillment of software media. Customer’s acquisition of software media (if any) or access to a network source does not affect Customer’s license to Office 365 delivered by Rogers Software obtained under this Agreement. Rogers licenses Office 365 delivered by Rogers Software to Customer, we do not sell it.

Office 365 delivered by Rogers Services are billed on a monthly basis. The number of active licences at the end of any particular billing cycle are charged to the Customer’s account for that billing cycle. Licences can be added or removed at any time during the Service Term by the Customer and are sold on a month-to-month basis. Notwithstanding the Service Term set out in the Agreement, the Customer may terminate the Office 365 delivered by Rogers Services upon thirty days’ written notice without payment of any Termination Fees.

3. **Limitations on Use.** Customer may not reverse engineer, decompile or disassemble any Office 365 delivered by Rogers Software, except where applicable law permits it despite this limitation. Customer may not rent, lease, lend, resell, or host to or for third parties any Office 365 delivered by Rogers Services, except as expressly permitted in these Terms. Each user license entitles a single user to install the Office 365 delivered by Rogers Software on up to five (5) devices. Other than this right to use the Software on up to five (5) desktop devices (PCs) and up to five (5) mobile devices (smartphone, tablet, etc.), Customer may not separate and use the components of a single license of Office 365 delivered by Rogers on multiple computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in these terms. In downloading or using Office 365 delivered by Rogers, Customer may require certain hardware and may utilize certain bandwidth, for which the cost and responsibility will be borne entirely by the Customer.

4. Non-Office 365 by Rogers Software. Customer is solely responsible for any non-Office 365 delivered by Rogers' software that it installs or use with Office 365 delivered by Rogers. Rogers is not a party to and is not bound by any terms governing Customer's use of non-Office 365 delivered by Rogers software. Without limiting the foregoing, non-Office 365 delivered by Rogers software or scripts linked to or referenced from any Office 365 delivered by Rogers website, are licensed to Customer under the open source licenses used by the third parties that own such code, not by Rogers.

If Customer installs or uses any non-Office 365 delivered by Rogers software with Office 365, Customer directs and controls the installation in and use of such software in Office 365 through its actions (e.g., through Customer's use of application programming interfaces and other technical means that are part of Office 365). Rogers will not run or make any copies of such non-Office 365 delivered by Rogers software outside of its relationship with Customer.

If Customer installs or uses any non-Office 365 delivered by Rogers software with Office 365 delivered by Rogers, it may not do so in any way that would subject Rogers' or its licensor's intellectual property or technology to obligations beyond those included in these Terms.

5. Supplemental Software. To enable optimal access and use of certain Office 365 delivered by Rogers Services, Customer may need to install Supplemental Software. Customer may use Supplemental Software only to support the applicable Office 365 delivered by Rogers Services.

Rogers may check the version of the Supplemental Software Customer is using and recommend or download updates, with or without notice, to Customer's devices. Failure to install updates may affect Customer's ability to use certain functions of the Office 365 delivered by Rogers Services. Customer's right to use the Supplemental Software ends when its right to use Office 365 delivered by Rogers ends or when Office 365 delivered by Rogers is updated and the Supplemental Software no longer supports it, whichever comes first. Customer must uninstall the Supplemental Software when its right to use it ends. Rogers may also disable it at that time.

6. Effect of termination or expiration on Office 365 delivered by Rogers. With the exception of Trial Services, which are described in Section 1 above, if the Customer's Service Term expires or its rights under the Agreement are terminated by Rogers, then Customer must delete all copies of Office 365 delivered by Rogers Software licensed under the Agreement and destroy any associated media. Rogers may ask the Customer to provide written certification of the deletion and destruction. Upon expiration or termination of the Service Term for Office 365 delivered by Rogers, the Customer will have ninety (90) days to retrieve and migrate its data from Office 365 delivered by Rogers' platform. Upon the conclusion of this ninety (90) day period, Rogers and/or its licensor shall have the right to delete and destroy all of Customer's data remaining on the Office 365 delivered by Rogers' platform, without liability to the Customer.

7. Limited Warranty. Rogers warrants that the Office 365 delivered by Rogers Software will perform substantially as described in the applicable materials. The warranty period for this limited warranty is one (1) year from the date Customer first installs or utilizes the applicable Office 365 delivered by Rogers Software. This limited warranty is subject to the following limitations:

- (a) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one (1) year from the start of the limited warranty;
- (b) this limited warranty does not cover problems caused by accident, abuse or use of Office 365 delivered by Rogers in a manner inconsistent with the Agreement;
- (c) this limited warranty does not apply to problems caused by the failure to meet minimum system requirements; and
- (d) this limited warranty does not apply to free, trial, pre-release or beta versions of Office 365 delivered by Rogers.

If Rogers fails to meet any of the above limited warranties and Customer notifies Rogers within the warranty period that Office 365 delivered by Rogers does not meet the limited warranty, then Rogers will, at our option, either (1) return the price paid or (2) repair the Office 365 delivered by Rogers Software.

These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

8. Professional Services. The Customer also has the option of purchasing the Professional Services, including but not limited to the configuration of the Customer's Office 365 delivered by Rogers account, the configuration of Customer's users, and the migration of Customer's existing email data to Office 365 delivered by Rogers. These Professional Services are provided by a third party supplier to Rogers, and will be subject to the terms of a Statement of Work between the Customer and Rogers.
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. Unintended Use. Office 365 delivered by Rogers is not intended, and should not be used, for the following purposes:
  - (a) if you are a Canadian federal or provincial government or government agency, or an employee or agent thereof;
  - (b) if you intend to transmit data that is subject to foreign export controls;
  - (c) if you have a license to use content that limits your usage to a particular jurisdiction, and you intend to use Office 365 delivered by Rogers to access such content from outside of the intended jurisdiction;
  - (d) if you intend to transmit data that contains Personal Health Information, as that term is defined in applicable Personal Health Information Protection legislation.