

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

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

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## Rogers Business Share Plan

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

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

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

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

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

2. **Ordering and Service Modifications.** A Line can be ordered by your Authorized Person submitting an activation request containing the required information. You are fully liable for all orders made by your Authorized Person. Requests for modifications (e.g. Price Plan change, Line cancellation, purchase of options and features) can only be made by your Authorized Person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. **Connection Time and Technical Difficulties.** For technical reasons, a 9-1-1 call may produce a busy signal or take longer to answer as compared to traditional 9-1-1 calls. The 9-1-1 service will not function if the internet access point and underlying Wi-Fi network is not configured correctly, does not have the bandwidth to carry a call, or if the eSIM-enabled Device is not functioning for any reason, including but not limited to, power outage, Wi-Fi or broadband service outage or suspension, network or internet congestion or disconnection, mobile network outage or service disconnection due to billing issues or breach of the Agreement.

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

F. **Limitation of Liability related specifically to 911 Calling on eSIM-enabled Devices.** Rogers and its service providers disclaim all responsibility for the conduct of PSAPs, all other third parties involved in the provision of emergency response services and any technical difficulties associated with the functioning of the 9-1-1 service. Rogers and its service providers do not have any control over PSAPs and are therefore not responsible for whether

they answer 9-1-1 calls made using an eSIM-enabled Device, how they answer these calls, or how they handle these calls. Rogers and its service providers rely on third parties to assist in the provision of 9-1-1 services, and disclaim any and all liability for acts or omissions by third parties in the provision of 9-1-1 services. Neither Rogers nor its service providers, officers or employees may be held liable for any claim, damage, or loss (including, without limitation, legal fees) by, or on behalf of, you or any third-party user of Rogers' 9-1-1 dialing capability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Devices.** The No Term Device Price applies to any Device purchased from Rogers, except for Devices purchased on a Core Price Plan that is eligible for a Device Subsidy where you will be charged the subsidized price for the Core Price Plan and Line Term combination applicable at the time of purchase. All Devices purchased from Rogers is covered by the hardware manufacturer's original warranty. Upon request, the Rogers sales team will provide the Customer with up-to-date warranty information for the hardware. The risk of loss or damage to any Device shall pass to the Customer upon receipt at the Customer's premises. Title to any Device purchased outright from Rogers or subsidized via Rogers' device subsidy program shall pass to the Customer upon receipt at the Customer's premises.

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

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

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

The one-time charge is subject to applicable Taxes.

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

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

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

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

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

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

24. **Rounding and Rating.** Actual billed rates for data usage may vary from those quoted as a result of, without limitation, rounding, minimum message length, and usage patterns. All usage is rounded up to the next highest increment (MB, minute, etc.). Canadian, United States and International Long Distance will be charged in increments of sixty (60) seconds, rounded up to the nearest minute on a per call basis. You agree that, to the extent there is any dispute as to the amount of data, voice or SMS traffic transmitted to and from a Rogers SIM card in a particular period of time, then the amount of such transmission as calculated by Rogers' systems and verified by the call detail records (CDRs) from such systems shall govern.

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

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

27. **Limits on Our Liability for Emergency Services Provided on a Mandatory Basis.** This section applies only to the provision of emergency services on a mandatory basis. For the purposes of this provision "you" or "your" also refers to, and includes, your End Users. In respect of the provision of emergency services on a mandatory basis, we are not liable for:

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

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

28. **Internet Access through the Service.** We do not warrant the performance, availability, uninterrupted use of or operation of the internet or your End Users' connection to the internet. We do not warrant that any data or files

sent by or to your End Users (whether by e-mail or otherwise) will be transmitted, transmitted in uncorrupted form, or transmitted within a reasonable period of time.

## Definitions

- 1.1 Billing Account Number (BAN) – means a unique Rogers’ wireless account number.
- 1.2 Committed Number of Lines – means the number of Lines (including, as applicable, any sub-commitment for voice only, data only, and voice and data combined Lines) set out in the Agreement.
- 1.3 Credit Recovery Period – means the period of time over which Rogers may recover the amortized portion of any One-Time Activation Credit or One-Time Renewal Credit. The Credit Recovery Period is set out on the Agreement.
- 1.4 Device - means a wireless telephone or Smartphone, wireless messaging device, tablet, or other wireless devices that is authorized by Rogers for use on the Rogers Wireless Network.
- 1.5 Device Subsidy - means the difference between the No Term Device Price and the price you paid for such Device at the time of activation of the Line.
- 1.6 Economic Inducement – means the amount that is equal to the aggregate of all credits we may have granted to you with in connection with a Line (i.e. One-time Credits or other type of credit) together with the Device Subsidy for such Line.
- 1.7 Line – means the activation of a Device on a Price Plan for which you are financially and legally responsible. For the avoidance of doubt, a “Line” excludes any line activation made by an End User for which such End User is financially and legally responsible even if you reimburse such End User, or any line activation made by an End User for personal use as part of an employee purchase program.
- 1.8 Line Term – means the period of time that the Customer commits to maintain the selected core price plan on a certain Corporately Paid Line.
- 1.9 Monthly Recurring Charge – means the Price Plan monthly charge, which charge excludes any overage or charge for additional features or ad-ons.
- 1.10 No Term Device Charge – means the advertised price on <http://www.rogers.com/business> (or any successor URL) for a Device purchased on a “No Term” basis.
- 1.11 Pooled – means that the allocation of data is shared amongst the Customer’s eligible Lines on a common Billing Account Number.
- 1.12 Roam Like Home Destinations – means Afghanistan, Aland Islands, Alaska, Albania, Algeria, Anguilla, Antigua And Barbuda, Argentina, Armenia, Aruba, Australia, Austria, Azerbaijan, Azores, Bahamas, Bangladesh, Barbados, Belarus, Belgium, Belize, Benin, Bermuda, Bolivia, Bonaire, Bosnia-Herzegovina, Botswana, Brazil, British Virgin Islands, Bulgaria, Burkina Faso, Cambodia, Cameroon, Canary Islands, Cayman Island, Central African Republic, Chile, China, Colombia, Congo (Democratic Republic of), Congo (Republic of), Costa Rica, Croatia, Cuba, Curacao, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, England, Estonia, Faroe Islands, Fiji, Finland, France, French Guiana, French Polynesia, Galapagos Islands, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guatemala, Guernsey, Guinea Bissau, Guyana, Haiti, Hawaii, Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Iraq, Ireland, Isle of Man, Israel, Italy, Ivory Coast, Jamaica, Japan, Jersey, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyz Republic, Latvia, Liberia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Madeira, Malaysia, Mali, Malta, Martinique, Mauritius, Mayotte, Mexico, Monaco, Mongolia, Montenegro, Montserrat, Morocco, Myanmar, Netherlands, New Zealand, Nicaragua, Niger, Nigeria, Northern Ireland, Norway, Oman, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Reunion, Romania, Russia, Rwanda, Saba, San Marino, Saudi Arabia, Scotland, Senegal, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sri Lanka, St Barts, St Eustatius, St Kitts And Nevis, St Lucia, St Maarten, St Martin, St Vincent And The Grenadines, Suriname, Swaziland, Sweden, Switzerland, Tahiti, Taiwan, Tajikistan, Thailand, Tonga, Trinidad And Tobago, Tunisia, Turkey, Turks And Caicos, U.S. Virgin Islands, Uganda, Ukraine, United Arab Emirates, United States, Uruguay, Vanuatu, Vatican City, Venezuela, Vietnam, Wales, Western Sahara, Western Samoa and Yemen. These Roam Like Home Destinations are subject to change by Rogers at any time without prior notice.
- 1.13 Rogers Wireless Network – means the Rogers-owned wireless transmission facilities.
- 1.14 SMS – means Short Message Service, or text messaging.
- 1.15 Zone 2 – means Aland Islands, Albania, Andorra, Armenia, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Croatia, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Montenegro,



Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovak Republic, Slovenia, Spain, St. Pierre & Miquelon, Sweden, Switzerland, Turkey, Ukraine, United Kingdom, Vatican City. The countries included in Zone 2 are subject to change by Rogers at any time without prior notice.

1.16 Zone 2A – means Anguilla, Antigua and Barbuda, Aruba, Australia, Bahamas, Barbados, Bermuda, British Virgin Islands, Bonaire, Cayman Islands, China, Curacao, Dominica, Dominican Republic, French Guiana, Grenada, Guadeloupe, Haiti, Hong Kong, India, Jamaica, Japan, Martinique, Mexico, Montserrat, New Zealand, Saba, South Korea, St. Bartelemy, St. Eustatius, St. Kitts and Nevis, St. Lucia, St. Maarten, St. Martin, St. Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos. The countries included in Zone 2A are subject to change by Rogers at any time without prior notice.

1.17 Zone 3 – means Argentina, Azerbaijan, Bahrain, Bangladesh, Belize, Bhutan, Bolivia, Brazil, Brunei Darussalam, Cambodia, Chile, Colombia, Cook Islands, Costa Rica, East Timor, Ecuador, El Salvador, Falkland Islands, Fiji, Galapagos Islands, Georgia, Guam, Guatemala, Guyana, Honduras, Indonesia, Iraq, Israel, Jordan, Kazakhstan, Kyrgyz Republic, Laos, Macau, Malaysia, Maldives, Mongolia, Myanmar, Nauru, Nepal, New Caledonia, Nicaragua, Northern Mariana Islands, Oman, Pakistan, Palestine, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Russia, Samoa, Saudi Arabia, Singapore, Sri Lanka, Suriname, Taiwan, Tajikistan, Thailand, Tonga, Turkmenistan, United Arab Emirates, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, Yemen. The countries included in Zone 3 are subject to change by Rogers at any time without prior notice.

1.18 Zone 4 – means Algeria, Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo (Democratic Rep. of), Congo (Peoples Rep. of), Djibouti, Egypt, Equatorial Guinea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Ivory Coast, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mayotte, Morocco, Mozambique, Namibia, Niger, Nigeria, Reunion, Rwanda, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, South Sudan, Sudan, Swaziland, Tanzania, Togo, Tunisia, Uganda, Western Sahara, Zambia, Zanzibar, Zimbabwe. The countries included in Zone 4 are subject to change by Rogers at any time without prior notice.

## Rogers Global Business Share Plan

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

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

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

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

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

2. **Ordering and Service Modifications.** A Line can be ordered by your Authorized Person submitting an activation request containing the required information. You are fully liable for all orders made by your Authorized Person. Requests for modifications (e.g. Price Plan change, Line cancellation, purchase of options and features) can only be made by your Authorized Person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. **Connection Time and Technical Difficulties.** For technical reasons, a 9-1-1 call may produce a busy signal or take longer to answer as compared to traditional 9-1-1 calls. The 9-1-1 service will not function if the internet access point and underlying Wi-Fi network is not configured correctly, does not have the bandwidth to carry a call, or if the eSIM-enabled Device is not functioning for any reason, including but not limited to, power outage, Wi-Fi or broadband service outage or suspension, network or internet congestion or disconnection, mobile network outage or service disconnection due to billing issues or breach of the Agreement.

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

F. **Limitation of Liability related specifically to 911 Calling on eSIM-enabled Devices.** Rogers and its service providers disclaim all responsibility for the conduct of PSAPs, all other third parties involved in the provision of emergency response services and any technical difficulties associated with the functioning of the 9-1-1 service. Rogers and its service providers do not have any control over PSAPs and are therefore not responsible for whether

they answer 9-1-1 calls made using an eSIM-enabled Device, how they answer these calls, or how they handle these calls. Rogers and its service providers rely on third parties to assist in the provision of 9-1-1 services, and disclaim any and all liability for acts or omissions by third parties in the provision of 9-1-1 services. Neither Rogers nor its service providers, officers or employees may be held liable for any claim, damage, or loss (including, without limitation, legal fees) by, or on behalf of, you or any third-party user of Rogers' 9-1-1 dialing capability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Devices.** The No Term Device Price applies to any Device purchased from Rogers, except for Devices purchased on a Core Price Plan that is eligible for a Device Subsidy where you will be charged the subsidized price for the Core Price Plan and Line Term combination applicable at the time of purchase. All Devices purchased from Rogers is covered by the hardware manufacturer's original warranty. Upon request, the Rogers sales team will provide the Customer with up-to-date warranty information for the hardware. The risk of loss or damage to any Device shall pass to the Customer upon receipt at the Customer's premises. Title to any Device purchased outright from Rogers or subsidized via Rogers' device subsidy program shall pass to the Customer upon receipt at the Customer's premises.

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

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

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

The one-time charge is subject to applicable Taxes.

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

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

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

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

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

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

24. **Rounding and Rating.** Actual billed rates for data usage may vary from those quoted as a result of, without limitation, rounding, minimum message length, and usage patterns. All usage is rounded up to the next highest increment (MB, minute, etc.). Canadian, United States and International Long Distance will be charged in increments of sixty (60) seconds, rounded up to the nearest minute on a per call basis. You agree that, to the extent there is any dispute as to the amount of data, voice or SMS traffic transmitted to and from a Rogers SIM card in a particular period of time, then the amount of such transmission as calculated by Rogers' systems and verified by the call detail records (CDRs) from such systems shall govern.

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

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

27. **Limits on Our Liability for Emergency Services Provided on a Mandatory Basis.** This section applies only to the provision of emergency services on a mandatory basis. For the purposes of this provision "you" or "your" also refers to, and includes, your End Users. In respect of the provision of emergency services on a mandatory basis, we are not liable for:

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

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

28. **Internet Access through the Service.** We do not warrant the performance, availability, uninterrupted use of or operation of the internet or your End Users' connection to the internet. We do not warrant that any data or files

sent by or to your End Users (whether by e-mail or otherwise) will be transmitted, transmitted in uncorrupted form, or transmitted within a reasonable period of time.

## Definitions

- 1.1 Billing Account Number (BAN) – means a unique Rogers’ wireless account number.
- 1.2 Committed Number of Lines – means the number of Lines (including, as applicable, any sub-commitment for voice only, data only, and voice and data combined Lines) set out in the Agreement.
- 1.3 Credit Recovery Period – means the period of time over which Rogers may recover the amortized portion of any One-Time Activation Credit or One-Time Renewal Credit. The Credit Recovery Period is set out on the Agreement.
- 1.4 Device - means a wireless telephone or Smartphone, wireless messaging device, tablet, or other wireless devices that is authorized by Rogers for use on the Rogers Wireless Network.
- 1.5 Device Subsidy - means the difference between the No Term Device Price and the price you paid for such Device at the time of activation of the Line.
- 1.6 Economic Inducement – means the amount that is equal to the aggregate of all credits we may have granted to you with in connection with a Line (i.e. One-time Credits or other type of credit) together with the Device Subsidy for such Line.
- 1.7 Line – means the activation of a Device on a Price Plan for which you are financially and legally responsible. For the avoidance of doubt, a “Line” excludes any line activation made by an End User for which such End User is financially and legally responsible even if you reimburse such End User, or any line activation made by an End User for personal use as part of an employee purchase program.
- 1.8 Line Term – means the period of time that the Customer commits to maintain the selected core price plan on a certain Corporately Paid Line.
- 1.9 Monthly Recurring Charge – means the Price Plan monthly charge, which charge excludes any overage or charge for additional features or ad-ons.
- 1.10 No Term Device Charge – means the advertised price on <http://www.rogers.com/business> (or any successor URL) for a Device purchased on a “No Term” basis.
- 1.11 Pooled – means that the allocation of data is shared amongst the Customer’s eligible Lines on a common Billing Account Number.
- 1.12 Roam Like Home Destinations – means Afghanistan, Aland Islands, Alaska, Albania, Algeria, Anguilla, Antigua And Barbuda, Argentina, Armenia, Aruba, Australia, Austria, Azerbaijan, Azores, Bahamas, Bangladesh, Barbados, Belarus, Belgium, Belize, Benin, Bermuda, Bolivia, Bonaire, Bosnia-Herzegovina, Botswana, Brazil, British Virgin Islands, Bulgaria, Burkina Faso, Cambodia, Cameroon, Canary Islands, Cayman Island, Central African Republic, Chile, China, Colombia, Congo (Democratic Republic of), Congo (Republic of), Costa Rica, Croatia, Cuba, Curacao, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, England, Estonia, Faroe Islands, Fiji, Finland, France, French Guiana, French Polynesia, Galapagos Islands, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guatemala, Guernsey, Guinea Bissau, Guyana, Haiti, Hawaii, Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Iraq, Ireland, Isle of Man, Israel, Italy, Ivory Coast, Jamaica, Japan, Jersey, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyz Republic, Latvia, Liberia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Madeira, Malaysia, Mali, Malta, Martinique, Mauritius, Mayotte, Mexico, Monaco, Mongolia, Montenegro, Montserrat, Morocco, Myanmar, Netherlands, New Zealand, Nicaragua, Niger, Nigeria, Northern Ireland, Norway, Oman, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Reunion, Romania, Russia, Rwanda, Saba, San Marino, Saudi Arabia, Scotland, Senegal, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sri Lanka, St Barts, St Eustatius, St Kitts And Nevis, St Lucia, St Maarten, St Martin, St Vincent And The Grenadines, Suriname, Swaziland, Sweden, Switzerland, Tahiti, Taiwan, Tajikistan, Thailand, Tonga, Trinidad And Tobago, Tunisia, Turkey, Turks And Caicos, U.S. Virgin Islands, Uganda, Ukraine, United Arab Emirates, United States, Uruguay, Vanuatu, Vatican City, Venezuela, Vietnam, Wales, Western Sahara, Western Samoa and Yemen. These Roam Like Home Destinations are subject to change by Rogers at any time without prior notice.
- 1.13 Rogers Wireless Network – means the Rogers-owned wireless transmission facilities.
- 1.14 SMS – means Short Message Service, or text messaging.
- 1.15 Zone 2 – means Aland Islands, Andorra, Belarus, Bosnia-Herzegovina, Cyprus, Faroe Islands, Greenland, Kosovo, Latvia, Moldova, St. Pierre & Miquelon,. The countries included in Zone 2 are subject to change by Rogers at any time without prior notice.



- 1.16 Zone 3 – means Afghanistan, Azerbaijan, Bahrain, Bhutan, Brunei Darussalam, Cook Islands, East Timor, Falkland Islands, Fiji, Georgia, Guam, Iraq, Jordan, Kazakhstan, Kuwait, Kyrgyz Republic, Laos, Maldives, Mongolia, Myanmar, Nauru, Nepal, New Caledonia, Oman, Palestine, Papua New Guinea, Qatar, Samoa, Tajikistan, Tonga, Turkmenistan, Uzbekistan, Vanuatu, Yemen. The countries included in Zone 3 are subject to change by Rogers at any time without prior notice.
- 1.17 Zone 4 – means Algeria, Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo, Djibouti, Egypt, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Ivory Coast, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mayotte, Morocco, Mozambique, Namibia, Niger, Nigeria, Reunion, Rwanda, Senegal, Seychelles, Sierra Leone, Somalia, South Sudan, Sudan, Swaziland, Tanzania, Togo, Tunisia, Uganda, Western Sahara, Zambia, Zanzibar, Zimbabwe. The countries included in Zone 4 are subject to change by Rogers at any time without prior notice.

## Rogers Business Wireless Plan

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

The Rogers Business Wireless Plan have the following six (6) core price plans with 2 year subsidized, 3 year subsidized and unsubsidized versions to which additional options and features may be added.

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

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

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

2. **Ordering and Service Modifications.** A Line can be ordered by your Authorized Person submitting an activation request containing the required information. You are fully liable for all orders made by your Authorized Person. Requests for modifications (e.g. Price Plan change, Line cancellation, purchase of options and features) can only be made by your Authorized Person.

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

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

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

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

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

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

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

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

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

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

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

By using a smartwatch or other eSIM-enabled Device (collectively, an “eSIM-enabled Device”) for voice calls, you acknowledge and agree to the information in this section regarding the limitations of using such eSIM-enabled Device for dialing 9-1-1. If you are not comfortable with these limitations, we recommend not using an eSIM-

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

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

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

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

**D. Connection Time and Technical Difficulties.** For technical reasons, a 9-1-1 call may produce a busy signal or take longer to answer as compared to traditional 9-1-1 calls. The 9-1-1 service will not function if the internet access point and underlying Wi-Fi network is not configured correctly, does not have the bandwidth to carry a call, or if the eSIM-enabled Device is not functioning for any reason, including but not limited to, power outage, Wi-Fi or broadband service outage or suspension, network or internet congestion or disconnection, mobile network outage or service disconnection due to billing issues or breach of the Agreement.

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

**F. Limitation of Liability related specifically to 911 Calling on eSIM-enabled Devices.** Rogers and its service providers disclaim all responsibility for the conduct of PSAPs, all other third parties involved in the provision of emergency response services and any technical difficulties associated with the functioning of the 9-1-1 service. Rogers and its service providers do not have any control over PSAPs and are therefore not responsible for whether they answer 9-1-1 calls made using an eSIM-enabled Device, how they answer these calls, or how they handle these calls. Rogers and its service providers rely on third parties to assist in the provision of 9-1-1 services, and disclaim any and all liability for acts or omissions by third parties in the provision of 9-1-1 services. Neither Rogers nor its service providers, officers or employees may be held liable for any claim, damage, or loss (including, without limitation, legal fees) by, or on behalf of, you or any third-party user of Rogers' 9-1-1 dialing capability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Devices.** All Devices purchased from Rogers is covered by the hardware manufacturer's original warranty. Upon request, the Rogers sales team will provide the Customer with up-to-date warranty information for the hardware. The risk of loss or damage to any Device shall pass to the Customer upon receipt at the Customer's premises. Title to any Device purchased outright from Rogers or subsidized via Rogers' device subsidy program shall pass to the Customer upon receipt at the Customer's premises. Customer acknowledges that rights in respect of trademarks, trade names, copyrights, patents and other intellectual property rights connected with the Devices do not pass to Customer.

18. **Hardware Fees.** Where you purchase a Device from Rogers and activate that Device on a Core Price Plan that is ineligible for hardware subsidy, you will be charged the No Term Device Price then advertised at <http://enterprise.rogers.com/en/products-plans/phones-devices>, minus any promotional offers made by Rogers to you at the time of purchase. Where you purchase a Device from Rogers and activates that Device on a Core Price Plan that is eligible for Hardware Subsidy, you will receive a fixed amount discount associated with the applicable hardware subsidy tier. This fixed amount discount is subject to change by Rogers at any time, without notice to you.

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

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

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

The one-time charge is subject to applicable Taxes.

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

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

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

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

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

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

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

24. **Rounding and Rating.** Actual billed rates for data usage may vary from those quoted as a result of, without limitation, rounding, minimum message length, and usage patterns. All usage is rounded up to the next highest increment (MB, minute, etc.). Canadian, United States and International Long Distance will be charged in increments of sixty (60) seconds, rounded up to the nearest minute on a per call basis. You agree that, to the extent there is any dispute as to the amount of data, voice or SMS traffic transmitted to and from a Rogers SIM card in a particular period of time, then the amount of such transmission as calculated by Rogers' systems and verified by the call detail records (CDRs) from such systems shall govern.

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

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

27. **Limits on Our Liability for Emergency Services Provided on a Mandatory Basis.** This section applies only to the provision of emergency services on a mandatory basis. For the purposes of this provision "you" or "your" also refers to, and includes, your End Users. In respect of the provision of emergency services on a mandatory basis, we are not liable for:

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

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

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

## Definitions

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



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

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

## Rogers Global Business Wireless Plan

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

The Rogers Global Business Wireless Plan have the following six (6) core price plans with 2 year subsidized, 3 year subsidized and unsubsidized versions to which additional options and features may be added.

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

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

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

2. **Ordering and Service Modifications.** A Line can be ordered by your Authorized Person submitting an activation request containing the required information. You are fully liable for all orders made by your Authorized Person. Requests for modifications (e.g. Price Plan change, Line cancellation, purchase of options and features) can only be made by your Authorized Person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**D. Connection Time and Technical Difficulties.** For technical reasons, a 9-1-1 call may produce a busy signal or take longer to answer as compared to traditional 9-1-1 calls. The 9-1-1 service will not function if the internet access point and underlying Wi-Fi network is not configured correctly, does not have the bandwidth to carry a call, or if the eSIM-enabled Device is not functioning for any reason, including but not limited to, power outage, Wi-Fi or broadband service outage or suspension, network or internet congestion or disconnection, mobile network outage or service disconnection due to billing issues or breach of the Agreement.

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

**F. Limitation of Liability related specifically to 911 Calling on eSIM-enabled Devices.** Rogers and its service providers disclaim all responsibility for the conduct of PSAPs, all other third parties involved in the provision of emergency response services and any technical difficulties associated with the functioning of the 9-1-1 service.

Rogers and its service providers do not have any control over PSAPs and are therefore not responsible for whether they answer 9-1-1 calls made using an eSIM-enabled Device, how they answer these calls, or how they handle these calls. Rogers and its service providers rely on third parties to assist in the provision of 9-1-1 services, and disclaim any and all liability for acts or omissions by third parties in the provision of 9-1-1 services. Neither Rogers nor its service providers, officers or employees may be held liable for any claim, damage, or loss (including, without limitation, legal fees) by, or on behalf of, you or any third-party user of Rogers' 9-1-1 dialing capability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Devices.** The No Term Device Price applies to any Device purchased from Rogers, except for Devices purchased on a Core Price Plan that is eligible for a Device Subsidy where you will be charged the subsidized price for the Core Price Plan and Line Term combination applicable at the time of purchase. All Devices purchased from Rogers is covered by the hardware manufacturer's original warranty. Upon request, the Rogers sales team will provide the Customer with up-to-date warranty information for the hardware. The risk of loss or damage to any Device shall pass to the Customer upon receipt at the Customer's premises. Title to any Device purchased outright from Rogers or subsidized via Rogers' device subsidy program shall pass to the Customer upon receipt at the Customer's premises.

19. **Hardware Fees.** Where you purchase a Device from Rogers and activate that Device on a Core Price Plan that is ineligible for hardware subsidy, you will be charged the No Term Device Price then advertised at <http://enterprise.rogers.com/en/products-plans/phones-devices>, minus any promotional offers made by Rogers to you at the time of purchase. Where you purchase a Device from Rogers and activates that Device on a Core Price Plan that is eligible for Hardware Subsidy, you will receive a fixed amount discount associated with the applicable hardware subsidy tier. This fixed amount discount is subject to change by Rogers at any time, without notice to you.

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

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

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

The one-time charge is subject to applicable Taxes.

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

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

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

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

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

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

25. **Rounding and Rating.** Actual billed rates for data usage may vary from those quoted as a result of, without limitation, rounding, minimum message length, and usage patterns. All usage is rounded up to the next highest increment (MB, minute, etc.). Canadian, United States and International Long Distance will be charged in increments of sixty (60) seconds, rounded up to the nearest minute on a per call basis. You agree that, to the extent there is any dispute as to the amount of data, voice or SMS traffic transmitted to and from a Rogers SIM card in a particular period of time, then the amount of such transmission as calculated by Rogers' systems and verified by the call detail records (CDRs) from such systems shall govern.

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

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

28. **Limits on Our Liability for Emergency Services Provided on a Mandatory Basis.** This section applies only to the provision of emergency services on a mandatory basis. For the purposes of this provision "you" or "your" also refers to, and includes, your End Users. In respect of the provision of emergency services on a mandatory basis, we are not liable for:

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

Furthermore, except in cases where negligence on our part results in physical injury, death or damage to your property or premises, our liability for negligence related to the provision of emergency services on a mandatory

basis is limited to the greater of \$20 and three times the amount (if any) you would otherwise be entitled to receive as a refund for the provision of defective Service. However, our liability is not limited by this section in cases of deliberate fault, gross negligence or anti-competitive conduct on our part or in cases of breach of contract where the breach results from our gross negligence.

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

## Definitions

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



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

- 1.13 Rogers Wireless Network – means the Rogers-owned wireless transmission facilities.
- 1.14 SMS – means Short Message Service, or text messaging.
- 1.15 Zone 2 – means Aland Islands, Andorra, Belarus, Bosnia-Herzegovina, Faroe Islands, Kosovo, Latvia, Moldova, St. Pierre & Miquelon,. The countries included in Zone 2 are subject to change by Rogers at any time without prior notice.
- 1.16 Zone 3 – means Azerbaijan, Bahrain, Bhutan, Brunei Darussalam, Cook Islands, East Timor, Falkland Islands, Fiji, Georgia, Guam, Iraq, Jordan, Kazakhstan, Kyrgyz Republic, Laos, Maldives, Mongolia, Myanmar, Nauru, Nepal, New Caledonia, Oman, Palestine, Papua New Guinea, Qatar, Samoa, Tajikistan, Tonga, Turkmenistan, Uzbekistan, Vanuatu, Yemen. The countries included in Zone 3 are subject to change by Rogers at any time without prior notice.
- 1.17 Zone 4 – means Algeria, Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo, Djibouti, Egypt, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Ivory Coast, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mayotte, Morocco, Mozambique, Namibia, Niger, Nigeria, Reunion, Rwanda, Senegal, Seychelles, Sierra Leone, Somalia, South Sudan, Sudan, Swaziland, Tanzania, Togo, Tunisia, Uganda, Western Sahara, Zambia, Zanzibar, Zimbabwe. The countries included in Zone 4 are subject to change by Rogers at any time without prior notice.