

Master Business General Terms

These Master Business General Terms and Conditions (the “**Terms**”), along with any applicable Schedules, govern Customer’s purchase, receipt and/or use of the Products and Services from Rogers Communications Canada Inc. (“**Rogers**”). In these Terms, “you” and “your” refer to the Customer who entered into the Agreement, and “us”, “we” and “our” refer to Rogers or, depending on context, refer to both Customer and Rogers.

1. **Definitions.** The following terms, when capitalized, have the following meanings:
 - 1.1. “**Agreement**” — collectively means the Rogers Business Agreement, these Terms, and the Schedules.
 - 1.2. “**Applicable Laws**” — means any Canadian law, statute or regulation applicable to the provision of the Services or Products, and includes any ruling, decision, ordinance, award, code, directive, order policy, guidelines, requirements or standards issued by any regulatory authority having jurisdiction, including the Canadian Radio-television and Telecommunications Commission (“**CRTC**”), Innovation, Science and Economic Development Canada, and any regulatory agency, court or tribunal.
 - 1.3. “**Authorized Persons**” — has the meaning set out in Section 8.3.
 - 1.4. “**Customer Equipment**” means any material, equipment, or software that Customer owns, leases, licences or otherwise obtains from a third party, and excludes the Rogers Equipment.
 - 1.5. “**Damages**” — means damages, expenses, costs, liabilities, actions, suits, proceedings, claims or losses.
 - 1.6. “**End User**” means any individual who uses Products and Services provided by Rogers to Customer.
 - 1.7. “**EULA**” — means an end user licence agreement or similar agreement (such as a software licence) entered into between Customer and a third party. The EULA may be provided as a ‘click-through’ or ‘shrink-wrap’ licence, or as part of a Schedule, and contains the terms and conditions that prescribe conditions of use by Customer and the End Users, as well as the rights of the third party or Rogers’ subcontractor, as applicable.
 - 1.8. “**Fees**” — means all applicable fees for the Services and the price for the Products and any other amount payable by Customer under the Agreement, including termination fees.
 - 1.9. “**Product**” — means (i) the hardware, equipment and related components, including any manufacturer embedded software and/or firmware; or (ii) the machine executable computer program, software module or software package or any part thereof (in object code only), including any software-as-a-service, commercially available software, irrespective of how it is stored or executed; supplied, licensed or sub-licensed by Rogers to Customer pursuant to a Schedule.
 - 1.10. “**Product Quotation**” — means a quote issued by Rogers for Products or Services, or a summary or the Customer’s selected Products and Services from those listed in the applicable Service Schedule.
 - 1.11. “**Rogers Business Agreement**” — means the sales agreement provided to the Customer referring to these Terms, the applicable Schedule(s), and listing out the pricing and Service Term for the Customer’s Services.
 - 1.12. “**Rogers Equipment**” — means all material, intellectual property, equipment and software required for Customer and the End Users to use the Services or Products and that Rogers makes available to Customer and the End Users, and any other equipment, including fibre optic cable, patch panels, transport conductors, switching equipment, any network and facilities, including third party network and facilities, that Rogers uses to provide the Customer and the End Users with the Services. Rogers Equipment does not include the Products purchased, licensed or rented under this Agreement or Customer Equipment.
 - 1.13. “**Rogers Policies**” — means the following policies of Rogers: the Business Acceptable Use Policy, the Privacy Policy, the IP address Policy and the Wi-Fi Calling terms and conditions (each of which is incorporated by reference herein and available at rogers.com/terms, and subject to change from time to time).
 - 1.14. “**Schedule**” — means any document that sets out the terms and conditions related to the Services and/or Products Customer has purchased from Rogers, including the Fees, that are in addition to the terms and conditions that are set out in these Terms. A Product Quotation and a Statement of Work both constitute a Schedule. A Schedule may be attached to, or incorporated by reference in, the Rogers Business Agreement at the time of signature, or added thereafter by way of a formal amendment.
 - 1.15. “**Service**” — means any of the services purchased under the Agreement.
 - 1.16. “**Service Term**” — means the period during which a Service is provided, as set out in the relevant Schedule.

- 1.17. **“Statement of Work”** — means a document that sets forth the additional terms and conditions in regard to a Service or Product, including the parties’ respective roles and responsibilities, to account for Customer-specific requirements or customization.
- 1.18. **“Taxes”** — means sales, use, retail sales, goods and services, harmonized sales, value-added, excise and other similar taxes.
- 1.19. **“Third Party Services”** — means any services, software-as-a-service, software, applications, hardware, content, or data query functions not provided directly by Rogers under the Agreement, but that may be accessed or obtained by the Customer through Rogers Services and Products or otherwise.
2. **Interpretation.**
- 2.1. **Headings.** Headings of articles, sections and paragraphs are inserted for convenience of reference only and do not affect construction or interpretation of the Agreement
- 2.2. **Extended Meanings.** Except where the context otherwise indicates, words importing the singular only include the plural, and vice versa, and words importing gender include all gender. The term “including” means “including without limitation”.
- 2.3. **Order of Precedence.** If there is any conflict between the provisions of the Terms and those of the Rogers Business Agreement and any Schedule, the provisions of the Terms govern unless otherwise expressly provided for in writing in the Rogers Business Agreement or the applicable Schedule.
- 2.4. **Severability.** Any provision of the Agreement that may become unenforceable is considered separate and severable from the remaining provisions of the Agreement, which remaining provisions remain in force.
- 2.5. **Governing Laws.** The Agreement, and the Services and Products provided pursuant to the Agreement, are governed by the Applicable Laws in force in the province where Customer has its business address, as indicated in the Rogers Business Agreement, and is subject to the exclusive jurisdiction of the courts of such province. If the business address indicated in the Rogers Business Agreement is located outside of Canada, the Agreement is governed by the Applicable Laws in the Province of Ontario and is subject to the exclusive jurisdiction of the courts of the Province of Ontario. Rogers and Customer both waive trial by jury.
- 2.6. **Arbitration.** Any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise) arising out of or relating to this Agreement (each a “Dispute”) is settled by final and binding arbitration to the exclusion of the courts. Arbitration is conducted only on an individual basis and not in a class or representative action or as a member in a class, consolidated or representative action. Rogers and Customer each pay half of all reasonable costs associated with that arbitration. Customer must notify Rogers of a Dispute in writing at: legal.notices@rci.rogers.com. Arbitration is conducted by one arbitrator and is governed by the Governing Laws referred to in Section 2.5.
- 2.7. **Language.** Where the Agreement is governed by the laws of Québec, Customer has required that the Agreement and all ancillary documents or notices be drawn up in English. *Si l’entente est soumise aux lois du Québec, vous avez requis que l’entente et tous les documents ou avis y étant associés soient rédigés en anglais.*
3. **Services and Products.**
- 3.1. **Applicable Terms.** Customer must use the Services and Products in compliance with: (i) the Terms; (ii) Applicable Laws; (iii) the Rogers Policies; and (iv) any applicable EULA.
- 3.2. **Use of Subcontractors for Services.** Rogers may use subcontractors or agents to perform the Services, but Rogers is not relieved of its obligations by doing so.
- 3.3. **Software Terms.** By installing or using Products, Customer use and the use by any End Users are governed by the Terms, the applicable Schedule, and the applicable EULA.
- 3.4. **Change to Services.** Rogers may, from time to time, substitute a Service or with an alternative service or technology as long as it provides similar functionality as the Service. The definition of “Service” includes such alternative service or technology. Rogers is not responsible if any change in a Service affects the

performance of equipment, hardware or software other than the Rogers Equipment or cause it to become obsolete or require modification. Rogers will provide Customer with at least 60 days' prior notice of any material change to a Service.

- 3.5. **Suspension of Services.** Rogers may suspend all or part of the Services or access to the Services immediately: (i) if Customer fails to pay Rogers any amount by the due date pursuant to this Agreement or any other agreement with Rogers; (ii) to prevent any actual or potential adverse impact to the Rogers Equipment; (iii) if Rogers reasonably suspects or determines that Customer or the End Users do not comply with the obligations set out in the Agreement; (iv) to maintain, repair, improve or ensure the proper operation of the Services or the Rogers Equipment; or (v) to comply with Applicable Laws. Rogers generally keeps suspensions to a minimum and gives Customer prior notice of such suspensions where reasonably practicable.
- 3.6. **Third Party Services.** This section does not apply to the Products and Services Rogers directly sells to Customer under the Agreement. Customer takes responsibility for any Third-Party Services, including those for which, for the Customer's convenience, Rogers includes on Customer invoice. Rogers is not responsible for the provision of Third-Party Services or to correct or fix any problems or errors relating to or caused by the installation, configuration, modification or use of any Third-Party Services or any components thereof.
4. **Fees.**
- 4.1. **Payment Terms.** Payment in full of Fees and applicable Taxes for Services and Products, including Services and Products Rogers may have provided prior to the execution of the Agreement or any amendment thereto, is due within thirty (30) days of the invoice date, without any right to withhold, set-off or deduct. If Rogers installs Products in British Columbia that are considered under Applicable Laws to be affixed to real property, Customer agrees under section 80 of the Provincial Sales Tax Act of British Columbia to be liable for and pay any provincial sales tax on such Products as invoiced by Rogers. If Customer is legally authorized to purchase Services or Products free of Taxes, Customer must provide Rogers with satisfactory evidence of such authorization. Fees and Taxes not paid within the prescribed period are subject to a late payment charge at the rate specified in the invoice, which rate may vary from time to time, calculated daily from the invoice date and compounded monthly.
- 4.2. **Build Costs.** If installation and deployment of a Service results in additional build costs not already covered by the Fees, including trenching, building access, building diverse routes, or upgrading access capacity, Customer is liable to pay such costs. Rogers will quote such additional costs to Customer and Rogers will not proceed with the required build unless Customer has approved Rogers' quote. If Customer does not approve the quote, Customer may, as their sole remedy, terminate Service at the site requiring the additional build costs without incurring termination fees.
- 4.3. **Modification to Fees.** Rogers may amend these Terms (including any Schedules and/or other terms and conditions incorporated by reference herein) from time to time by notifying Customer of such change by any reasonable means, including by bill message, text message, letter, email, amending these Terms or posting it on Rogers.com. Such change that results in a Fee increase may occur no more than annually during the Service Term, but at any time during a month-to-month renewal term. Customer's continued use of the Service and/or Product following any such change will constitute its acceptance of such change. If the Customer does not wish to continue use of the Services or Products subject to the change, the Customer may cancel the affected Services and Products by exercising the termination rights in Section 6.1 (and paying resulting termination fees).
- 4.4. **Disputed Charges.** The Customer has 90 days after the date of the applicable invoice to dispute in good faith any amount showing therein by sending us a written notice with the details of the dispute.
- 4.5. **Credit Assessment and Deposits.** Rogers may assess Customer's credit worthiness from time to time as reasonably required to assess Rogers' risk. Each credit assessment may result in the imposition of a credit limit on Customer's account (details of which are available on request). Customer authorizes Rogers to obtain information about their credit history and acknowledges that Rogers may provide information to credit bureaus about Customer's credit experience with Rogers. If at any time a credit review reveals Customer as non-creditworthy, Rogers may require Customer to provide Rogers with a deposit or require a change to payment terms. If Customer fails to provide Rogers with such a deposit or fails to honour revised payment terms, Rogers may either suspend or terminate any or all of the Services or the Agreement in its entirety on

10 days' notice. Any deposit is a security for the performance of Customer obligations under the Agreement and does not bear interest. A security deposit may be released on the condition that satisfactory payment has been made by the Customer for at least a 12-month period, excluding any credits applied by Rogers.

5. **Service Term.**

5.1. **Service Term.** The Service Term associated with a Service is set forth in the relevant Schedule (the "**Service Term**").

5.2. **Renewal.** Each Schedule includes the terms and conditions upon which the initial Service Term may be renewed or extended, including the applicable Fees. If a Schedule does not contain renewal terms and conditions, then, upon the expiration of the then applicable Service Term, the Service is automatically renewed on the same terms and conditions for consecutive month-to-month renewal periods until terminated by either Rogers or Customer on at least 30 days' prior written notice.

6. **Termination.**

6.1. **Early Termination of Service by Customer.** Customer may terminate a Service at any time by giving us at least 30 days' prior written notice. If Customer terminates a Service, all Fees, Taxes and late payment charges due for the Service up to the date of termination are payable by Customer. Further, Customer must pay the applicable termination fees set out in the relevant Schedule. If no termination fees are specified in the Schedule, Customer must pay an amount equal to 50% of the remaining monthly Fees for the terminated Service that would have been payable to the end of the Service Term. If Customer terminates the Services without cause before the Services are fully provisioned, Customer is fully responsible for any of Rogers' unrecoverable costs. Customer acknowledges that the termination fees are a reasonable estimate of liquidated Damages and are not a penalty. If the Agreement is governed by the laws of Québec, Articles 2125 and 2129 of the Québec Civil Code are waived and do not apply. No termination fees are payable by Customer if they terminate the Agreement or Services for cause as set forth below.

6.2. **No Cancellation or Return of Products.** Subject to section 9.1 and except as otherwise set forth in any Schedule, all Products that Customer orders will be charged in full and are not subject to cancellation, return or refund.

6.3. **Termination for Cause.** Either Rogers or Customer may terminate the Agreement or any Service without liability by giving notice in writing to the other if: (i) the other commits a breach with respect to a material obligation and does not remedy that breach within 30 days after receiving written notice of the breach; or (ii) the other enters into a compulsory or voluntary liquidation, or convenes a meeting of its creditors or has a receiver, trustee or monitor appointed over any part of its assets or takes or suffers any similar action in consequence of a debt, or ceases for any reason to carry on business. Customer's failure to pay any invoice when due or Customer's failure to comply with the provisions of Section 8.1 (Prohibited Use) or Section 3.1 (Applicable Terms) of these Terms are breaches of a material obligation. Notwithstanding the foregoing, if Rogers breaches a material obligation under a Schedule, and Rogers has not remedied that breach within 30 days after receiving written notice, Customer is only entitled to terminate the Service or Product covered by such Schedule.

6.4. **Rogers' Additional Termination Rights.** Rogers may terminate any Service without any liability if: (i) Rogers decides to cease offering such Service as a generally available service upon reasonable notice; or (ii) any change in Applicable Laws prohibits Rogers or adversely affects Rogers' ability to provide the Services or to fulfill their obligations hereunder.

6.5. **Effect of Termination.** Termination of the Agreement or a Schedule does not relieve either Rogers or Customer from any liability that accrued before termination became effective.

7. **Property Rights.**

7.1. **Rogers Equipment.** The Rogers Equipment is at all times and remains Rogers' exclusive property or that of Rogers' subcontractors, as applicable, wherever located, including on Customer premises. Customer or Customer's employees will not, and will not allow anyone else to, reproduce, change, alter or tamper with any serial number or other identifier showing on the Rogers Equipment. Upon termination or expiration of

the Agreement or Services, Customer must return the Rogers Equipment to Rogers at Customer's expense. Customer is responsible for the Damage to the Rogers Equipment except if the Damage is caused by Rogers' negligence or willful misconduct. Customer needs to ensure that the Rogers Equipment is stored at all times in a manner and in an environment that conforms to relevant specifications Rogers may provide.

- 7.2. **Identifiers.** Subject to Applicable Laws (including those pertaining to the portability of telephone numbers), Customer or the End Users have no right, title or interest in or to any network address or identifier such as telephone number, IP address, host name (each an "Identifier") that Rogers may assign to Customer or the End Users. Rogers may, on reasonable notice to Customer, change any Identifier without the obligation to notify any third party of such change.
- 7.3. **Customer Equipment.** The Customer Equipment is at all times Customer's exclusive property or that of the third party from whom Customer leases, licences or otherwise obtains it.
- 7.4. **Information.** Neither party will acquire any express or implied rights, title, or interest in the other party's information, including confidential information, which shall always remain the exclusive property of the respective party.
8. **Customer's Additional Obligations.**
- 8.1. **Prohibited Use.** Customer is prohibited from reselling, remarketing, or transferring the Services or Products, or sharing any of the Services or Products outside of Customer's group of companies.
- 8.2. **Equipment/Access to Customer Premises.** In instances where: (i) Customer Equipment is required for Customer to be provided with or use the Services or Products; or (ii) access to Customer premises is required to install, service or remove Rogers Equipment required to provide Customer with the Services or Products, Customer must:
- i) unless provided by Rogers under a Schedule, provide all necessary infrastructure (e.g. power and outlets) and ambient environments required for the safe and efficient operation and maintenance of the Rogers Equipment on Customer premises in accordance with the specifications Rogers may provide and all applicable industry standards;
 - ii) unless provided by Rogers under a Schedule, be responsible for the supply (including obtaining necessary licenses and authorizations), installation and maintenance of Customer Equipment at each site where it is necessary in order to receive the Services;
 - iii) ensure that Customer Equipment is: (a) installed, maintained, secured and stored in a manner and an environment that conform to the manufacturer's specifications and any specifications Rogers may provide; and (b) compatible with the Rogers Equipment;
 - iv) obtain and maintain all third-party licenses, authorizations, permissions and consents necessary to permit us to promptly and safely access Customer premises, so Rogers can perform its obligations and enforce Rogers' rights under this Agreement, which includes the installation of the Rogers Equipment, a Service or a Product, the access to the Rogers Equipment and the repatriation of the Rogers Equipment;
 - v) unless otherwise set forth in a Schedule, be responsible for the preparation of each delivery site for the installation/implementation of a Service or Product.
- 8.3. **Authorized Persons.** The individuals Customer appoints to act on their behalf for the purposes of this Agreement (each an "Authorized Person") have authority to order Services and Products, make changes to Services or cancel Services. Customer is fully liable for all activities performed and decisions made by any of their Authorized Persons in connection with the Services and Products or any other matter in connection with this Agreement. Customer must notify Rogers promptly in writing of any replacement or removal of any Authorized Person.
9. **Warranty and Disclaimers.**
- 9.1. **Services and Products.** Rogers performs the Services in a professional and workman-like manner and pass on to Customer the benefit of any warranties Rogers receives from the Product manufacturer.
- 9.2. **Risk of Damage.** Customer assumes the risks of Damage to any Product that has been delivered to the Customer premises.

- 9.3. **Disclaimer.** Except as expressly stated herein and to the extent permitted by law, the Services and Products are provided without any warranty, express, implied or statutory, including any implied warranty of merchantability or fitness for a particular purpose, non-infringement or any warranty arising from a course of dealing, usage or trade practice. Rogers does not warrant (i) uninterrupted or error-free Services; or (ii) the content, availability, accuracy or any other aspect of any information including all data, files and all other information or content in any form, accessible or made available to or by Customer or End Users through the use of the Services and Products or via the internet. Furthermore, Rogers is not liable for: (i) any of Customers' acts or omissions or those of the End Users, employees, agents or contractors; (ii) for defamation on Customer's part or on the part of the End Users; (iii) any disruption of any part of the equipment used to provide the Services by third parties; (iv) any infringement of intellectual property rights arising from or in connection with Customer's use of the Products, the Rogers Equipment or the Services; (v) any event of force majeure; or (vi) any suspension or termination of the Services.
10. **Limitation of Liability.**
- 10.1. **Limitation of Liability.** Rogers' total cumulative liability with respect to any and all Damages, whether arising in negligence, tort, statute, equity, contract, common law, or other cause of action or legal theory arising out of or in connection with the performance or non-performance of any of Rogers' obligations under the Agreement, or Customer's or the End User's use of the Services or Products, even if Rogers has been advised of the possibility of those Damages or whether or those Damages were foreseeable, is limited to direct, actual, provable Damages, if any, and will not exceed: (i) for Services, the total aggregate monthly fees, before applicable taxes, paid by Customer for the specific Services that gave rise to the Damages in the 3 month period preceding the event that gave rise to the Damages; or (ii) for Products, 50% of the total purchase price, before applicable taxes, Customer paid for the specific Product giving rise to the Damages.
- 10.2. **No Indirect Damages.** Notwithstanding any other provision in the Agreement, Rogers' liability shall be limited in all cases to direct damages and in no event shall Rogers be liable for any indirect, special, incidental, consequential, special, or punitive Damages, loss of profits or revenue, economic loss, loss of data, lost goodwill, cost of capital, down time costs, costs of substitute goods or services.
- 10.3. **Beneficiaries.** Any limitation of liability applies to Rogers employees, directors and Affiliates, their employees and directors, the term "Affiliate" having the meaning set out in the Canada Business Corporations Act.
11. **Confidential Information.**
- 11.1. **Non-Disclosure.** Any and all information that is proprietary or confidential in nature and that is disclosed by either Rogers or Customer (the "Discloser") to the other (the "Recipient") concerning the business or affairs of the Discloser (including any information, know how, data, patent, copyright, trade secret, process, technique, program, design, formula, marketing, advertising, financial, commercial, sales or programming matters, customer information, written materials, compositions, drawings, diagrams, computer programs, studies, work in progress, visual demonstrations, ideas, concepts, and other data, in oral, written, graphic, electronic, or any other form or medium whatsoever) and the content and existence of the Agreement, needs to be treated as confidential and neither of us will disclose such information, without the prior written consent of the Discloser, during the term of the Agreement or at any time thereafter, directly or indirectly, to any individual or legal entity (other than those individuals whose access is necessary to enable the Recipient to perform its obligations and exercise its rights under the Agreement).
- 11.2. **Protection Measures.** The Recipient must protect the Discloser's confidential information using the same degree of care it normally uses to protect its own proprietary and confidential information, which degree of care will not be less than reasonable, and keep it strictly confidential.
- 11.3. **Exceptions.** The above restrictions do not apply if the Recipient can demonstrate that the information: (i) is independently developed by the Recipient without reference to the Discloser's confidential information; (ii) is lawfully received free of restriction from a third party having the right to furnish such information; (iii) has become generally available to the public without breach of the Agreement by the Recipient; (iv) at the time of disclosure, was known to the Recipient free of restriction; (v) is subject to an agreement in writing by the Discloser to the effect that such information is free of such restrictions; or (vi) is legally required to be disclosed provided that the Recipient, if not legally prohibited, gives the Discloser prompt written notice sufficient to allow the Discloser to seek a protective order or other appropriate remedy, and, to the extent

practicable, consults with the Discloser in an attempt to agree on the form, content, and timing of such disclosure. In the event of a legally compelled disclosure, the Recipient may only disclose such confidential information as is required, in the opinion of its counsel, and needs to use commercially reasonable efforts to obtain confidential treatment for any confidential information that is so disclosed.

- 11.4. **Rogers' Rights under CRTC Decisions and Privacy Laws.** Unless Customer provides express consent or disclosure, all information that Rogers keeps on Customer other than Customer's name, address and listed telephone number, is confidential and may not be disclosed by Rogers to anyone other than: (i) Customer; (ii) a person who, in Rogers reasonable judgment, is seeking the information as Customer's agent; (iii) another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose; (iv) a company involved in supplying Customer with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; (v) an agent retained by Rogers in the collection of Customer's account or to perform other administrative functions for Rogers, provided the information is required for and used only for that purpose; (vi) a law enforcement agency whenever Rogers has reasonable grounds to believe that have knowingly supplied Rogers with false or misleading information or are otherwise involved in unlawful activities directed against Rogers; (vii) an agent retained by Rogers to evaluate Customer's creditworthiness, provided the information is required for and is to be used only for that purpose; (viii) a public authority or agent of a public authority, if in Rogers reasonable judgment, it appears that there is imminent danger to life or property that could be avoided or minimized by disclosure of the information. Express consent may be taken to be given by Customer where Customer provides (i) written consent; (ii) oral confirmation by an independent third party; (iii) electronic confirmation through the use of a toll-free number; or (iv) electronic confirmation via the Internet. Customer consents to Rogers disclosing the Customer's information to the CRTC as required for the CRTC to approve any filings related to the Services. Rogers' commitment to protecting Customer privacy is outlined in Rogers' Privacy Policy. Customer's account information, which may include personal information about the End Users, may be stored or processed in or outside Canada. Such information will be protected with appropriate safeguards but may be subject to the laws of the jurisdiction where it is held.
- 11.5. **Canada Anti-Spam Legislation Compliance.** To the extent that the Customer's commercial activities encompass the transmission of electronic messages using our Services, Customer must strictly comply with Canada's anti-spam legislation ("CASL"). More specifically, Customer must comply with sections 6 to 8 of CASL pertaining, among other things, to: (i) the transmission of electronic messages without consent; (ii) the alteration of transmission of electronic messages without express consent (e.g. unwanted redirection or phishing); (iii) the installation of computer programs on another person's computer without express consent; and (iv) the installation of computer programs that cause an electronic message to be sent (e.g. malware, viruses, and botnets). Customer will indemnify Rogers and hold Rogers and their affiliates harmless from any Damage resulting from Customer's failure to comply with CASL.
12. **Miscellaneous.**
- 12.1. **Publicity.** Neither Customer nor Rogers may use the name, logo or other identifier of the other in publicity, advertising, press release or other medium, without the prior written consent of the other.
- 12.2. **Relationship.** Customer and Rogers both are independent from one another and as such are not in a relationship of principal and agent, partners or joint venturers. Neither Customer or Rogers has the power to obligate or bind the other in any manner whatsoever.
- 12.3. **No Assignment.** Customer shall not assign this Agreement or any part of it without the prior written consent of Rogers. A change of control is considered an assignment.
- 12.4. **No Third-Party Beneficiaries.** Except as expressly set forth otherwise, the provisions of this Agreement are for the benefit of the Parties hereto, and not for the benefit of any other person.
- 12.5. **No Waiver.** No provision of the Agreement is to be deemed waived by a course of conduct unless such waiver is in writing.
- 12.6. **Force Majeure.** Other than with respect to Customer's obligation to pay the Fees, neither Customer nor Rogers has any liability for failure to comply with the Agreement, if such failure results from the occurrence

of any contingency beyond our respective reasonable control, including third party strike or other labour disturbance, Damage to facilities, riot, theft, fire, flood, lightning, storm, any act of god, power failure, war, national emergency, pandemic, interference by any government or governmental agency, embargo, seizure, or enactment of any Applicable Law.

- 12.7. **Notices.** All notices given under the Agreement needs to be in writing and sent by email as follows: (i) to Customer's Authorized Person at the email address set out in the Rogers Business Agreement; and (ii) to us at enterprise.contracts@rci.rogers.com, with a copy to legal.notices@rci.rogers.com. Customer and Rogers may each change the email address for notice by promptly notifying the other accordingly.
- 12.8. **Counterparts.** The Agreement may be executed in several counterparts, each of which so executed is deemed to be an original, and such counterparts together constitute one and the same instrument.
- 12.9. **Electronic Signature.** A manually signed copy of the Agreement delivered by facsimile, email or other means of electronic transmission, including digital signatures using a system such as DocuSign®, is deemed to have the same legal effect as delivery of an original signed copy of the Agreement.
- 12.10. **Binding Effect.** No legally binding obligation is created until Customer has signed and delivered an unmodified version of the Rogers Business Agreement to Rogers.