



MASTER ENTERPRISE CUSTOMER AGREEMENT ("MECA")

This Agreement is between:

CUSTOMER LEGAL NAME, having an office located at **CUSTOMER ADDRESS** (the "Customer")

AND

ROGERS COMMUNICATIONS CANADA INC., having an office located at One Mount Pleasant Road, Toronto, ON M4Y 2Y5 ("Rogers").

For valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Scope.**

- 1.1. Rogers will provide to Customer, at Customer's request, the Services and Products described in each Schedule attached to, and forming part of, this Agreement from time to time, in accordance with the terms and conditions of this Agreement and any applicable Schedule(s). The Services may be provided by Rogers, its agents or subcontractors, but Rogers shall not be relieved of its obligations by using agents or subcontractors to provide the Services.

2. **Interpretation.**

2.1. **Definitions.**

"Acceptable Use Policy" — means the policies, rules and limits that all users (including Customer and the End Users) must adhere to in their use of the Rogers network, Services and Rogers Equipment. The Acceptable Use Policy, as modified from time to time, is available online at [Rogers.com/terms](https://rogers.com/terms).

"Affiliates" — has the same definition as the term is defined in the *Canada Business Corporations Act*.

"Confidential Information" — means, but is not limited to, 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, which may be exchanged between the Parties.

"Customer Equipment" — means any material, equipment or software other than the Rogers Equipment.

"End User" — means any person that Customer provides services to through the use of Rogers' Services.

"Hardware" means hardware, equipment, and related components, including any OEM embedded software and/or firmware.

"Network" means any network, network facilities or network services, including third party network services used by Rogers to provide Service(s) to Customer.

"Party" — means Rogers or Customer, together the "Parties".

"Person" — means any individual, natural person, partnership, limited partnership, limited liability partnership, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, joint venture, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.

“Product Quotation” — means a quote issued by Rogers for Products or Services. A Product Quotation may also be referred to as a Sales or Service Proposal.

“Product” — means the Hardware and/or Software (including any commercially available Software) supplied or licensed to Customer by Rogers under this Agreement and any Schedule attached hereto. Products purchased under this Agreement are subject to the terms and conditions of this Agreement and any additional terms and conditions applicable to the provision of the Product(s) as described in Schedules attached to this Agreement.

“Purchase Order” — means any purchase order issued by Customer for Products or Services offered by Rogers, which is accepted by Rogers for fulfillment.

“Rogers Equipment” — means all material, intellectual property, equipment and software required for Customer to use the Services or Products and made available to Customer by Rogers, and any other equipment, including fibre optic cable, patch panels, transport conductors and switching equipment, used by Rogers in the provision of the Services. Rogers Equipment does not include the Products purchased under this Agreement or Customer Equipment. The Rogers Equipment may also be referred to as the Rogers Facilities.

“Schedule” — means a schedule attached to, and forming part of, this Agreement from time to time, which sets out the additional terms and conditions related to the provision of Services and/or Products to Customer. Both Product Quotations and Purchase Orders are considered a Schedule.

“Service” — means any services purchased under this Agreement (each a “Service”, collectively, the “Services”).

“Service Effective Date” — means the date a specific Service is available for the Customer’s use.

“Software” — means a machine executable computer program, software module or software package or any part thereof (in object code only), supplied by Rogers or its licensors to Customer irrespective of how it is stored or executed.

“Software License” — means the terms and conditions that prescribe: how Customer will use the Software, the rights of the Software owner or licensor, and the rights of the Software user, in relation to such Software, which may be provided as a ‘click-through’ or ‘shrink-wrap’ license. The Software License may also be referred to as a EULA.

“EULA” — means a Third Party End User Licence Agreement entered into between Customer and a third party.

- 2.2. In this Agreement, the headings are for reference only and will not affect its construction or interpretation. If there is any conflict between the terms of the main body of this Agreement and the Schedules, the terms of the main body of the Agreement will govern unless otherwise expressly provided in writing in a Schedule.

3. **Fees and Taxes.**

- 3.1. **Fees and Taxes/Payment Terms.** Customer shall pay fees for the Services, the Product price, Termination Fees (as defined in Subsection 5.1), and any other amount payable under this Agreement (collectively the “Fees”). Customer shall also pay applicable commodity taxes, and similar taxes levied or assessed by any local and/or government authority, as well as surcharges for foreign taxes or those imposed by third-party providers, withholding tax, and interexchange carrier charges, if any (collectively, “Taxes”). Customer shall pay Fees and Taxes within 30 days of the invoice date. If any legislation authorizes Customer to purchase Services or Products under this Agreement without payment of commodity taxes, Customer agrees to supply Rogers with evidence of such authorization. Fees and Taxes are subject to a late payment charge (“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, if Fees and Taxes are not paid within 30 days of the invoice date. Customer will be responsible for payment of all costs reasonably incurred by Rogers in collecting or attempting to collect any unpaid Fees or Taxes or Late Payment Charges.
- 3.2. **No Withholding, Deduction, or Set-Off.** Customer may not withhold or deduct any amounts from, or set-off amounts owed by, Rogers to Customer against any amounts invoiced by Rogers under this Agreement.

- 3.3. **Disputed Charges.** Customer shall notify Rogers in writing within 90 days of the date of the applicable invoice of any charges that Customer disputes. If Rogers confirms that those charges should not have been billed or were over-billed, Rogers will credit Customer for those charges.

4. **Term.**

- 4.1. **Term of the Main Body of this Agreement.** The term of the MECA (the “MECA Term”) will begin on the date it is signed by Customer and it will expire or terminate on the date that the Service Term (as defined in Subsection 4.3) of the last remaining Schedule expires or terminates.
- 4.2. **Term of Each Service Schedule.** Each Service will be provided for the period set out in the relevant Schedule (the “Initial Service Term”). Unless otherwise set out in the relevant Schedule, the Initial Service Term will commence on the Service Effective Date for such Service.
- 4.3. **Renewal Term(s) of Each Schedule.** Unless otherwise stated in a Schedule, upon the expiration of the Initial Service Term or any Service Renewal Term, the Schedule will automatically be renewed on the same terms and conditions for consecutive month-to-month renewal period(s) unless Customer or Rogers provides written notice of non-renewal or cancellation to the other at least 30 days in advance.

Each renewal period described above is defined as a “Service Renewal Term”. The Initial Service Term and any Service Renewal Term(s) are collectively referred to as the “Service Term”. Rogers may change the Fees for Service Renewal Term by providing Customer with at least 60 days advance written notice of the change.

- 4.4. **Notice of Non-Renewal.** Either Party may send to the other Party a written notice, at least 30 days in advance of the expiration of the relevant Service Term that it does not intend to renew a Service or Product. As a result, that Service or Product will be terminated at the end of the then-current Service Term and any terms and conditions relating to the provision of such Service or Product set out in a Schedule will likewise expire.
- 4.5. **Early Provision of Services.** If Rogers begins work to provision any Service or Product, or if Rogers delivers any Service or Product, before the start of the MECA Term or the relevant Initial Service Term, all work and services provided by Rogers before either of those dates will be considered to have been provided under all of the terms and conditions of this Agreement including the relevant Schedule(s).

5. **Termination.**

- 5.1. **Early Termination of Service by Customer.** Customer may terminate a Service it has requested under a Schedule (“Terminated Service”) at any time before the end of the relevant Service Term by giving at least 30 days’ prior written notice to Rogers. If Customer terminates a Service under this Section, Customer shall pay to Rogers all Fees, Taxes and Late Payment Charges due for the Terminated Service up to the date of termination. Customer shall also pay to Rogers the termination charges specified in the relevant Schedule, or if not specified, an amount equal to 100% of the remaining monthly Fees for the Terminated Service that would have been payable to the end of the Service Term (collectively, the “Termination Fees”). Customer acknowledges that the Termination Fees are a reasonable estimate of Rogers’ liquidated damages and represent consideration for the Services and Products, and are not a penalty.
- 5.2. **Cancellation of Product by Customer.** If Customer cancels an order for Product(s) in full or in part prior to the delivery or performance of the order, a restocking fee of 15% of Product cost, as listed in the applicable Schedule will be charged. Rogers will apply any deposit collected for the cancelled Product(s) order towards the restocking fee. Rogers will not accept for return or refund (i) any purchased software, which will be charged at 100% of the price; (ii) Products that have already been delivered to Customer; (iii) Products that are non-stock, specially ordered or customized; or (iv) Products that have been discounted or sold to Customer at an incentive price.

- 5.3. **Termination for Cause.** Either Party may terminate this Agreement or any Services provided hereunder, or Rogers may suspend the Services in whole or in part, in each case, by giving notice in writing to the other Party upon the occurrence of any of the following: (i) the other Party commits a material breach with respect to a material obligation under this Agreement or the applicable Schedule and does not remedy that breach within 30 days after receiving written notice of the breach (Customer Obligations are to be material obligations); or (ii) the other Party enters into a compulsory or voluntary liquidation, or convenes a meeting of its creditors or has a receiver 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 invoiced Fees, Taxes or Late Payment Charges when due is a material breach with respect to a material obligation. Notwithstanding the foregoing, if Rogers materially breaches with respect to a material obligation in the provision of a Service or Product, and Rogers has not remedied that breach within 30 days after receiving written notice of such default, Customer shall only be entitled to terminate the affected Service or Product.
- 5.4. **Additional Termination Rights of Rogers.** Rogers may terminate any Service without any liability to Customer if: (i) Rogers decides to cease offering such Service as a generally available service; or (ii) any changes in applicable law, regulation, requirement, rule, ruling, guideline, policy or directive prohibits or adversely affects Rogers ability to provide the Services or to fulfill its obligations hereunder, or (iii) if a notice from a government agency or department indicates Rogers is not permitted to provide any portion or all of the Services to be provided or to operate all or any portion of the Rogers Facilities or Network.
- 5.5. **Charges Payable.** On the termination of this Agreement or any Services provided hereunder for any reason, all payments required to be made to Rogers by Customer thereunder, shall be due and payable immediately. Termination of this Agreement or Services will not relieve Customer from any liability which accrued before the termination became effective. Customer will not be required to pay Termination Fees if Customer terminates this Agreement or Services under Subsection 5.3.
6. **Rogers Property.**
- 6.1. Rogers Equipment shall at all times be and remain the exclusive property of Rogers, wherever located, including on Customer premises. Upon termination or expiration of the Agreement or Services, Customer shall return the Rogers Equipment to Rogers at Customer's expense. Customer shall be responsible for the loss of or damage to the Rogers Equipment except if caused by the negligence or willful misconduct of Rogers. Customer shall ensure at all times that the Rogers Equipment is stored in a manner and in an environment that conform to relevant specifications provided by Rogers.
- 6.2. Customer acknowledges it has no right, title or interest in or to any network address or identifier (such as telephone number, IP address, host name) ("Identifier") assigned to Customer by Rogers. Rogers may, on reasonable notice to Customer, change the Identifier. Rogers is not obligated to notify any other Party of a change to Customer's Identifier.
7. **Customer Obligations.**
- 7.1. In addition to Customer's other obligations set forth in this Agreement, Customer shall:
- 7.1.1. not resell, remarket, transfer or share any of the Services;
- 7.1.2. unless provided by Rogers as part of the Service 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 provided by Rogers and all applicable industry and safety standards;
- 7.1.3. unless provided by Rogers as part of the Service under a Schedule, be responsible for the supply (including obtaining necessary licenses and authorizations), installation and maintenance of Customer Equipment at each site that is necessary to receive the Services. Customer shall ensure that Customer Equipment is (i) installed, maintained, secured and stored in a manner and an environment that conform to the manufacturer's specifications and any specifications provided by Rogers, and (ii) compatible with the Rogers Equipment;

- 7.1.4. obtain and maintain all third party licenses, authorizations, permissions and consents necessary to permit Rogers prompt and safe access to Customer's premises and Customer Equipment and Rogers Equipment on Customer premises, so they can perform Rogers' obligations and enforce Rogers' rights under this Agreement;
 - 7.1.5. not reproduce, change or tamper with or to allow anyone else to tamper with a 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;
 - 7.1.6. only use a Rogers SIM in a Rogers' approved device; or other hardware which has been approved by Rogers;
 - 7.1.7. at all times, use the Services in compliance with all laws, and all applicable Rogers policies, including the Acceptable Use Policy, the IP Address Policy, the Privacy Policy (each of which is available at rogers.com/terms), and any Software License and shall not use nor permit usage of any Service for any improper use; and
 - 7.1.8. maintain the minimum commitment levels for billing, volume or usage, if any, as set out in a Schedule (the "Minimum Commitment") or pay any fees or charges, if any, set out in such Schedule related to the failure to meet any Minimum Commitment.
8. **Limitation of Liability.** Any limitation of liability that applies to Rogers in this section shall also apply to the directors, officers, Affiliates, contractors and agents of Rogers.
- 8.1. **Liability for Damages.** Rogers' total cumulative liability for damages, expenses, costs, liability, claims or losses (collectively, "Damages") arising out of or in connection with this Agreement or the provision of Products or Services under this Agreement, whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory even if Rogers has been advised of the possibility of those damages, is limited to direct, actual, provable Damages and will in no event exceed an amount equal to (i) for Services, the total aggregate monthly fees during the three month period before the event giving rise to the Damages, less all discounts and credits and amounts paid for previous Damages for such Service, if any, for the specific Service(s) that gave rise to the Damages or (ii) for Products, 50% of the total purchase price paid by Customer for the Product(s) giving rise to the Damages.
- 8.2. **No Liability for Certain Damages.** Rogers' liability shall be limited in all cases to direct damages and in no event shall Rogers be liable for lost profits, loss of data, economic loss, down time costs, costs of substitute goods or services, lost goodwill, loss from work stoppage, cost of overhead, loss of anticipated benefits hereunder, or any indirect, incidental, consequential, special or exemplary or punitive damages of any kind.
- 8.3. **Remedies.** All of Customer's rights and remedies relating to Service obligations, including in each case, any credits, refunds or rights of termination, are set out in the relevant schedule. These rights and remedies are subject to the limitations of liability set out in this section 8 and are the only remedies for Rogers' failure in respect of a Service obligation.
9. **Indemnity.** Customer shall defend and indemnify Rogers, its parents, successors, Affiliates and agents from any claims, damages, losses or expenses (including without limitation legal fees and costs) incurred by Rogers in connection with all claims, suits, judgements, and causes of action (i) for infringement of patents or other proprietary rights arising from combining with or using any device, system or service in connection with Rogers Equipment; (ii) for libel, slander, defamation or infringement of copyright or other proprietary right with respect to material transmitted by Customer over the Rogers Equipment; or (iii) injury, death or property damage arising in connection with the misuse of the Services or the Rogers Equipment.
10. **Confidential Information.**
- 10.1. Confidential Information shall not be reproduced in any form except as required by the receiving Party to perform its obligations under this Agreement, a Schedule attached hereto and/or a Product Quotation. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original.

- 10.2. Each Party: (i) shall take those steps the receiving Party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care, to keep all Confidential Information strictly confidential; and (ii) shall not disclose any Confidential Information of the other to any person other than those individuals whose access is necessary to enable Customer to exercise its rights hereunder.
- 10.3. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information; (b) is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (c) has become generally available to the public without breach of this Agreement by the receiving Party; (d) at the time of disclosure, was known to the receiving Party free of restriction; (e) the disclosing Party agrees in writing is free of such restrictions; or (f) is required to be disclosed by law (court order or statutory requirement) provided that the receiving Party shall, if not prohibited by law, give the disclosing Party prompt written notice sufficient to allow the disclosing Party to seek a protective order or other appropriate remedy, and shall, to the extent practicable, consult with the disclosing Party in an attempt to agree on the form, content, and timing of such disclosure. In the event of a legally required disclosure, the receiving Party shall only disclose such Confidential Information as is required, in the opinion of its counsel, and shall use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.
- 10.4. Unless Customer provides express consent or disclosure is pursuant to a legal power, all information regarding Customer kept by Rogers, 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 us, 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 Customer has 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 which 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 Customer information to the CRTC as required for the CRTC to approve any filings related to the Services.

11. **Privacy of Communication.** Rogers makes no promise that Customer's use of the Services will be entirely secure and private. Customer acknowledges that it may be possible for third parties to monitor communications while Customer uses the Services. Customer assumes full responsibility for the establishment of appropriate security measures to control access to its equipment and to the information transmitted by Customer. In addition, Customer acknowledges and agrees that Customer is solely responsible for taking the necessary precautions to protect its networks and systems, and all software, data and files stored on or otherwise forming part of its network and Customer's System, against unauthorized access by its employees or any third party, and that such responsibility includes, without limitation, protection against unauthorized access through the Services. Rogers will not be liable for any claims, losses, actions, damages, suits or proceedings whatsoever resulting from, arising out of or otherwise relating to Customer's failure to take appropriate precautions to protect its networks and systems and all software, data and files stored on or otherwise forming part of its network and systems, against unauthorized access by its employees or any third party or any other breach of customer's security or privacy.

12. **Third Party Applications.** As between Rogers and Customer, Customer shall have total responsibility for its purchase and/or use of any applications, software, content, data query functions and other services produced, manufactured or performed by third parties for installation on the Hardware and/or for use in connection with the Software or Services together with any maintenance and support relating thereto (collectively, "Third Party Services"), whether offered by such third parties, Rogers or a separate third party. The parties acknowledge that in certain instances where Third Party Services are offered, directly or indirectly, by Rogers, Rogers may invoice Customer with respect to such Third Party Services. Rogers shall have no responsibility hereunder 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 and the installation and/or use of Third Party Services shall be at the sole risk of Customer.
13. **Suspension of Services.** Rogers has the right to suspend all or part of the Services or access to the Services immediately if Rogers reasonably suspects or determines that there is a malfunction, abuse, incorrect configuration or use of the Products, the Services, the Third Party Services, the Rogers Equipment or Network, to maintain or improve service, if Customer is in breach of any of their obligations under this Agreement, or for other business reasons. Rogers shall keep all suspensions to a minimum and shall give Customer prior notice of such suspensions where reasonably practicable.
14. **Warranties.**
- 14.1. **Warranty of Products.** Rogers shall pass on the benefit of any warranties it receives from the Product manufacturer to Customer. Customer acknowledges that any attempt to repair, service, or tamper with the Products by a person other than Rogers or the applicable manufacturer may invalidate the manufacturer's warranty and may result in an impaired user experience. Any out-of-warranty maintenance and support services, if any, will be dealt with through a Product Quotation.
- 14.2. **Warranty of Services.** Rogers warrants that it shall perform its Services in a professional and workman-like manner.
- 14.3. **Disclaimer.** Except as expressly stated herein, Rogers disclaims all warranties, express, implied or statutory, including without limitation, and any implied warranties of merchantability or fitness for a particular purpose. Customer acknowledges that 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. During a Service Term, Rogers may migrate a Service to an alternative service or technology as long as the alternative service or technology provides similar functionality as the Service. The definition of "Service" includes the alternative service. Rogers shall not be responsible if any changes in the Services affect the performance of equipment, hardware or software other than the Rogers Equipment or cause it to become obsolete or require modification or attention. Rogers shall provide Customer with 60 days' notice of any such change. Customer acknowledges that Rogers may interrupt the Services, as may be specified in the Service Schedules or in case of emergency, in order to provide maintenance in respect of the Services.
15. **Risk of Loss.** Customer assumes the risks of loss and damage to any Product that has been delivered to its premises. Upon delivery, Rogers shall be considered to have carried out its obligations relating to the Product(s) under the terms of this Agreement. The Product is then billable to Customer. By installing or using Products, Customer agrees that software included with the Product purchase is licensed strictly in accordance with the terms provided by the original equipment manufacturer ("OEM").
16. **Data Monitoring.** Roger has no obligation, but has the right at any time and from time to time, to monitor use of the Services (electronically or otherwise) as necessary to satisfy any law, regulation or investigate any information, data, files, pictures or content in any form or use of Services as necessary to operate the Services or to protect the rights or property of itself or others that are directly related to providing the Products

and Services. Such monitoring shall include but not be limited to bandwidth consumption and how it affects operation and efficiency of the network and Rogers Services.

17. **Content.** Customer acknowledges that there is some content accessible through the Services that may be offensive to Customer or an end user, or that may not be in compliance with applicable law. Customer acknowledges that Rogers does not own or have any control over the availability, accuracy or any other aspect of any third-party content in any form or any type accessible or that may be made available to or by Customer or its end users through the use of the Services.
18. **Publicity.** Neither Party shall use the name of the other Party in publicity, advertising, or similar activity, without the prior written consent of the other.
19. **Relationship of the Parties.** Each of the parties are independent contractors. Nothing herein shall be construed to place the parties in a relationship of principal and agent, partners or joint venturers, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever.
20. **Site Preparation, Installation and Implementation.** Unless otherwise agreed in a Product Quotation, Customer will be responsible for the preparation of each delivery site for the installation/implementation of the Hardware and/or Software.
21. **Counterparts.** This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.
22. **Severability.** If any provision of this Agreement is illegal or unenforceable, that provision shall be considered separate and severable from the remaining provisions of this Agreement and the remaining provisions shall remain in force. Amendments shall be made to this Agreement to put the Party who is disadvantaged by such illegality or unenforceability in the same financial position as if no provision were illegal or unenforceable. The parties will immediately negotiate in good faith a replacement for any such provision in order to preserve the interests of the parties to the extent permitted by law. If the parties are unable to agree on an amendment, such amendment shall be determined by a Court or Arbitral Tribunal, as applicable.
23. **Entire Agreement.** This Agreement, along with any related Schedule(s), if any, constitute the entire understanding between the parties with respect to the subject matter of this Agreement and there are no representations, warranties, covenants, agreements or collateral understandings, oral or otherwise, expressed or implied, affecting this instrument which are not expressly set forth herein. This Agreement supersedes all prior agreements, understandings, commitments, undertakings, proposals, representations, negotiations and discussions on the subject matter, whether written or oral. The terms and conditions of any order form, purchase order or invoice shall incorporate only the terms and conditions of this Agreement and the terms and conditions contained in this Agreement shall supersede any conflicting terms and conditions contained in any such order form, purchase order or invoice. This Agreement may not be amended without the written and signed agreement of both parties.
24. **Assignment.** Customer shall not assign this Agreement or any part of it without the prior written consent of Rogers.
25. **Governing Law and Arbitration.**
- 25.1. **Governing Law.** The Agreement is governed by the laws in force in the province where you have your business address as indicated in this Agreement, and the laws of Canada applicable therein, and is subject to the exclusive jurisdiction of the courts of such province. If the business address indicated in this Agreement is located outside of Canada, the Agreement is governed by the laws of Ontario, and the laws of Canada applicable therein, and is subject to the exclusive jurisdiction of the courts of Ontario. The Customer and Rogers both waive trial by jury. 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

- 25.2. **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. Customer and Rogers 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 laws referred to in Section 25.1.
26. **Deposit and Credit Check.** Rogers may credit assess Customer from time to time as reasonably required to assess Rogers’ risk. Each credit assessment will determine Customer’s credit limit on Customer’s Rogers’ account (details of which are available on request). Rogers also reserves the right to change Customer’s credit limit at any time. Notice will be given for any assignment of or change to the credit amount limit. Customer hereby authorizes Rogers to obtain information about the credit history of Customer and acknowledges that Rogers may provide information to credit bureaus about Customer’s credit experience with Rogers. If at any time during the MECA Term a credit review reveals Customer as non-creditworthy, Rogers may require Customer to provide 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 the Agreement on 10 days’ notice. Any such deposit shall be maintained as security for Customer’s performance of its obligations under this Agreement.
27. **Notice.** All notices given under this Agreement shall be in writing and will be deemed to have been duly delivered, effective upon receipt if couriered, hand delivered or emailed with return receipt requested, or effective 3 business days after being deposited, postage prepaid, return receipt requested, in the mail and sent to the following addresses:
- If to Customer at the address listed on page one of this Agreement
- If to Rogers at Rogers Communications Canada Inc., One Mount Pleasant Road, Toronto, ON M4Y 2Y5, Attention: VP, National Sales, Facsimile: (416) 935-7505; with a copy to:
Attention: Legal Department, Email: legal.notices@rci.rogers.com
Any Party may at any time give notice in writing to the other Party of any change of the address for notice.
28. **Third Party Beneficiaries.** Except as otherwise specifically stated in this Agreement, the provisions of this Agreement are for the benefit of the parties hereto and not for any other person.
29. **Force Majeure.** Other than with respect to the payment of Fees and Taxes and other amounts to Rogers, in no event shall either Party have any liability for failure to comply with this Agreement, if such failure results from the occurrence of any contingency beyond the reasonable control of the Party including, without limitation, strike or other labour disturbance, damage to facilities, riot, theft, fires, flood, lightning, storm, any act of God, power failure, war, national emergency, interference by any government or governmental agency, embargo, seizure, or enactment of any law, statute, ordinance, rule, or regulation.
30. **Waiver of Default.** Waiver by either Party of any default by the other Party shall not be deemed a continuing waiver of such default or a waiver of any other default.
31. **Language.** Where this Agreement is governed by the laws of Quebec, pursuant to section 25.1. of the MECA, this Agreement has been drawn up in English at the Customer’s express request, after having examined a French version. The Customer agrees that all future documents related to the Agreement, including amendments, order confirmations, and communications, may be provided in English.

Lorsque la présente Entente est régie par les lois du Québec, conformément à l’article 25.1. de la MECA, la présente Entente a été rédigée en anglais à la demande expresse du Client, après avoir pris connaissance de la version française. Le Client convient que tous les documents futurs liés à cette Entente, y compris les amendements, les confirmations de commande et les communications, puissent être fournis en anglais.

32. **Headings/Gender.** The headings of all articles or sections herein are inserted for convenience of reference only and shall not affect the construction or interpretation hereof. Except where the context otherwise indicates, words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender.
33. **Survival.** All provisions that logically ought to survive termination of this Agreement shall survive.

The following individual is hereby identified by the Customer as the primary Customer contact for the purposes of authorizing activity or changes on the Customer's account:

Business Authorized User Name	
Business Authorized User Title	
Business Authorized User Email	

The Parties, by their duly authorized representatives, acknowledge having reviewed and understood the terms and conditions set out herein.

CUSTOMER LEGAL NAME

Rogers Communications Canada Inc.

Per: _____

Per: _____

Name:

Name:

Title:

Title:

Signature Date:

Signature Date:

Rogers Communications Canada Inc.

Per: _____

Name:

Title:

Signature Date: