GENERAL TERMS AND CONDITIONS - ROGERS FOR BUSINESS

In these Business General Terms and Conditions (the "Terms"), "you" and "your" refer to the Customer who signed the Rogers for Business Agreement, and "us", "we" and "our" refer to Rogers Communications Canada Inc. or, depending on context, refer to both Customer and Rogers Communications Canada Inc.

1. Definitions. The following terms, when capitalized, have the following meanings:
"Agreement" collectively means the Rogers for Business Agreement signed by you and us, these Terms, as well as the Schedules.
"Applicable Laws" means any Canadian law, statute or regulation applicable to the provision of the Services or the 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.
"**Authorized Persons**" has the meaning set out in Section 8.4.
"Customer Equipment" means any material, equipment or software that you own or that you lease, licence or otherwise obtain from a third party, and excludes the Rogers Equipment.
"Damages" means damages, expenses, costs, liabilities, actions, suits, proceedings, claims or losses.
"End User" means any individual who uses Products and Services that we provide you with.
"EULA" means an end user licence agreement or similar agreement (such as a software licence) entered into between you and the third party who directly provides to you the Third Party Services, or any of our subcontractors who supply products or services as part of the Products or Services. The EULA may be provided as a 'click-through' or 'shrink-wrap' licence, or a part of a Schedule, and contains the terms and conditions that prescribe conditions of use by you and the End Users, as well as the rights of the third party or subcontractor, as applicable.
"Fees" means all applicable fees for the Services and the price for the Products and any other amount payable by you under the Agreement, including termination fees.
"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 us to you pursuant to a Schedule.
"Rogers Equipment" means all material, intellectual property, equipment and software required for you and the End Users to use the Services or Products and that we make available to you 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 we use to provide you and the End Users with the Services. Rogers Equipment does not include the Products purchased, licensed or rented under this Agreement or Customer Equipment.
"**Rogers Policies**" means the following policies of Rogers: the Business Acceptable Use 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 in the Terms section, and subject to change from time to time).
"Schedule" means any document that sets out the terms and conditions related to the Services and/or Products you have purchased from us, 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 for Business Agreement at the time of signature, or added thereafter by way of a formal amendment.
"Service" means any of the services purchased under the Agreement described in a Schedule or, when applicable, a Statement of Work.
"**Service Term**" means the period during which a Service is provided, as provided in the relevant Schedule.
"Statement of Work" means a document that sets forth the additional terms and conditions in regard to a Service or Product, including our respective roles and responsibilities, to take into account specific requirements applicable to such Service or Product.
"Taxes" means sales, use, retail sales, goods and services, harmonized sales, value-added, excise and other similar taxes.

"**Third Party Services"** means any services, , software-as-a-service, software, applications, hardware, content, or data query functions not provided directly by us under the Agreement, but that may be accessed or obtained by you through our 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 for Business Agreement and any Schedule, the provisions of the Terms govern unless otherwise expressly provided for in writing in the Rogers for 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 is governed by the laws in force in the province where you have your business address, as indicated in the Rogers for Business 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 the Rogers for Business 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. We 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. We each pay half of all reasonable costs associated with that arbitration. You must notify us of a Dispute in writing at: legal.notices@rci.rogers.com. Arbitration is conducted by one arbitrator and is governed by the applicable governing laws referred to in section 2.5.

2.7. Language. Where the Agreement is governed by the laws of Québec, you have 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. We provide you with the Services and Products on the conditions set forth in these Terms and in any Schedule.

3.2. Use of Subcontractors for Services. We may use subcontractors or agents to perform the Services, but we are not relieved of our obligations by doing so.

3.3. Software Terms. By installing or using Products, your use and the use by any End Users are governed by the applicable EULA.

3.4. Change to Services. We 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. We are 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. We will provide you with at least 60 days' prior notice of any material change to a Service.

3.5. Suspension of Services. We may suspend all or part of the Services or access to the Services immediately: (i) if you fail to pay us 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 we reasonably suspect or determine that you or the End Users do not comply with the obligations set out in the Agreement and such non-compliance may adversely impact the Rogers Equipment; (iv) to maintain, repair, improve or ensure the proper operation of the Services or the Rogers Equipment; or (v) to comply with Applicable Laws. We generally keep suspensions to a minimum and give you prior notice of such suspensions where reasonably practicable.

3.6. Third Party Services. This section does not apply to the Products and Services we directly sell to you under the Agreement. You take responsibility for any Third-Party Services, including those for which, for your convenience, we include on your invoice. We are 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.

3.7. Service Monitoring. We have no obligation, but have the right at any time, to monitor use of the Services as necessary to comply with Applicable Laws or investigate any information, data, files, pictures or content in any form, as necessary to operate the Services or to protect our rights or property, or those of others.
3.8. Content. You understand that there is some content accessible through the Services that may be offensive to you or the End Users, or that may not be in compliance with Applicable Laws. You acknowledge that we are not responsible for, and do 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 you or the End Users through the use of the Services.
3.9. Security Measures Accountability. We make no promise that the use of the Services by you or the End Users is entirely secure and private as it may be possible for third parties to monitor communications or access your data while you or the End Users use the Services. You assume full responsibility for the establishment of appropriate security measures to control access to your equipment and to the information that you or the End Users transmit. In addition, you are solely responsible for taking the necessary precautions to protect your premises, networks and systems, and all software, data and files stored on or otherwise forming part of your networks and systems, against unauthorized access by your employees or any third party, and that such responsibility includes protection against unauthorized access through the Services. We are not liable for any Damages whatsoever relating to your failure to take appropriate precautions as set forth above**.**

4. Fees
4.1. Payment Terms. Payment in full of Fees and applicable Taxes for Services and Products, including Services and Products we may have provided prior to the execution of the Agreement or any amendment thereto, is due within the period set forth in the relevant Schedule, without any right to withhold, set-off or deduct. If we install Products in British Columbia that are considered under Applicable Laws to be affixed to real property, you agree 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 us. If you are legally authorized to purchase Services or Products free of Taxes, you must provide us 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, you are liable to pay such costs. We will quote such additional costs to you and we will not proceed with the required build unless you have approved our quote. If you do not approve the quote, you may, as your sole remedy, terminate Service at the site requiring the additional build costs without incurring termination fees.
4.3. Modification to Fees. Unless as expressly set forth in a Schedule, we will not increase the Fees for a Service during the initial Service Term. Notwithstanding the foregoing, (i) if the Services are provided on a month-to-month Service/Line term, we may modify the Fees by providing you with at least 60 days advance written notice of the change; or (ii) if our costs of providing Services or Products increases as a result of any change to Applicable Laws, then we may amend the applicable Schedule to increase the Fees to reflect such increased costs.
4.4. Disputed Charges. You have 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. We may assess your credit worthiness from time to time as reasonably required to assess our risk. Each credit assessment may result in the imposition of a credit limit on your account (details of which are available on request). You authorize us to obtain information about your credit history nd acknowledge that we may provide information to credit bureaus about your credit experience with us. If at any time a credit review reveals you as non-creditworthy, we may require you to provide us with a deposit or require a change to payment terms. If you fail to provide us with such a deposit or fail to honour revised payment terms, we 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 your obligations under the Agreement and does not bear interest.

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 of us on at least 30 days' prior written notice.

6. Termination

6.1. Early Termination of Service by You. You may terminate a Service at any time by giving us at least 30 days' prior written notice. If you terminate a Service, all Fees, Taxes and late payment charges due for the Service up to the date of termination are payable by you. Further, you must pay the applicable termination fees set out in the relevant Schedule. If no termination fees are specified in the Schedule, you 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 you terminate the Services without cause before the Services are fully provisioned, you are fully responsible for any of our unrecoverable costs. You acknowledge 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 you if you 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 you order will be charged in full and are not subject to cancellation, return or refund.

6.3. Termination for Cause. Either of us 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. Your failure to pay any invoice when due or your failure to comply with the provisions of Section 8.1 (Prohibited Use) or Section 8.2 (Authorized Use Compliance) of these Terms are breaches of a material obligation. Notwithstanding the foregoing, if we breach a material obligation under a Schedule, and we have not remedied that breach within 30 days after receiving written notice, you are only entitled to terminate the Service or Product covered by such Schedule.

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

6.5. Effect of Termination. Termination of the Agreement or a Schedule does not relieve either of us 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 our exclusive property or that of our subcontractors, as applicable, wherever located, including on your premises. You or your 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, you must return the Rogers Equipment to us at your expense. You are responsible for the Damage to the Rogers Equipment except if the Damage is caused by our negligence or willful misconduct. You need to ensure that the Rogers Equipment is stored at all times in a manner and in an environment that conforms to relevant specifications we may provide.

7.2. Identifiers. Subject to Applicable Laws (including those pertaining to the portability of telephone numbers), you or tbe 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 we may assign to you or the End Users. We may, on reasonable notice to you, 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 and remains your exclusive property or that of the third party from whom you lease, licence or otherwise obtain it.

7.4. Information. Our respective information, including confidential information, is at all times and remains our respective exclusive property.

8. Your Additional Obligations

8.1. Prohibited Use. You are prohibited from reselling, remarketing, or transferring the Services or Products, or sharing any of the Services or Products outside of your group of companies.

8.2. Authorized Use Compliance. You must use the Services and Products in compliance with: (i) Applicable Laws; (ii) the Rogers Policies; and (iii) if applicable, any EULA.

8.3. Equipment/Access to Your Premises. In instances where: (i) Customer Equipmentis required for you to be provided with or use the Services or Products; or (ii) access to your premises is required to install, service or remove Rogers Equipment required to provide you with the Services or Products, you must:

8.3.1. unless provided by us 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 your premises in accordance with the specifications we may provide and all applicable industry standards;

8.3.2. unless provided by us 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;

8.3.3. 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 we may provide; and (ii) compatible with the Rogers Equipment;

8.3.4. obtain and maintain all third party licenses, authorizations, permissions and consents necessary to permit us to promptly and safely access your premises, so we can perform our obligations and enforce our 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;

8.3.5. 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.

8.4. Authorized Persons. The individuals you appoint to act on your 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**.** You are fully liable for all activities performed and decisions made by any of your Authorized Persons in connection with the Services and Products or any other matter in connection with this Agreement. You must notify us promptly in writing of any replacement of any Authorized Person.

9. Warranty and Disclaimers

9.1. Services and Products. We perform the Services in a professional and workman-like manner and pass on to you the benefit of any warranties we receive from the Product manufacturer.

9.2. Risk of Damage. You assume the risks of Damage to any Product that has been delivered to your 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. We do 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 you or End Users through the use of the Services and Products or via the internet. Furthermore, we are not liable for: (i) any of your acts or omissions or those of the End Users, employees, agents or contractors; (ii) for defamation on your 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 your 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 Our Liability. Our 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 our obligations under the Agreement, or your or the End User's use of the Services or Products, even if we have 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 you 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, you paid for the specific Product giving rise to the Damages.

10.2. No Indirect Damages. Notwithstanding any other provision in the Agreement, our liability shall be limited in all cases to direct damages and in no event shall we be liable for any indirect, special, incidental or consequential Damages, loss of profits or revenue, loss of data, cost of capital, down time costs, costs of substitute goods or services

or loss of goodwill or business opportunities in connection with the Agreement (collectively the "**Additional Damages**"), even if we have been advised of the possibility of those Additional Damages or whether or not those Additional Damages were foreseeable**.**

10.3. Beneficiaries. Any limitation of liability applies to our 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 of us (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: (a) is independently developed by the recipient without reference to the discloser's confidential information; (b) is lawfully received free of restriction from a third party having the right to furnish such information; (c) has become generally available to the public without breach of the Agreement by the recipient; (d) at the time of disclosure, was known to the recipient free of restriction; (e) is subject to an agreement in writing by the discloser to the effect that such information is free of such restrictions; or (f) 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. Our Rights under CRTC Decisions and Privacy Laws. Unless you provide express consent or disclosure, all information that we keep on you, other than your name, address and listed telephone number, is confidential and may not be disclosed by us to anyone other than: (i) you; (ii) a person who, in our reasonable judgment, is seeking the information as your 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 you 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 us in the collection of your 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 we have reasonable grounds to believe that have knowingly supplied us with false or misleading information or are otherwise involved in unlawful activities directed against us; (vii) an agent retained by us to evaluate your 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 our 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 you where you provide: (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. You consent to us disclosing your information to the CRTC as required for the CRTC to approve any filings related to the Services. Our commitment to protecting customer privacy is outlined in our Privacy Policy, incorporated by reference herein and available at rogers.com/terms, and subject to change from time to time. Your 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 your commercial activities encompass the transmission of electronic messages using our Services, you must strictly comply with Canada's anti-spam legislation

("**CASL**"). More specifically, you must comply with sections 6 to 8 of CASL pertaining, among other things, to: (i) thetransmission 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). You will indemnify us and hold us and our affiliates harmless from any Damage resulting from your failure to comply with CASL.

12. Miscellaneous.

12.1. Publicity. Neither you nor we 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. We both are independent from one another and as such are not in a relationship of principal and agent, partners or joint venturers. Neither of us has the power to obligate or bind the other in any manner whatsoever.

12.3. No Assignment**.** You may not assign the Agreement or any part of it without our prior written consent. We may assign this Agreement or any of the rights or obligations therein without your consent. If we assign the Agreement or any of its obligations, we will be released from the Agreement or the assigned obligations, as applicable, and the assignee will assume, and be bound by, the Agreement or those obligations, as applicable. If we are subject to a change or acquisition of control, this is not deemed an assignment of the Agreement.

12.4. Change of Control/Asset Purchase. If you are subject to a change or acquisition of control by a third party or a purchase of all or substantially all of your assets by a third party, this is not deemed an assignment of the Agreement. However, whenever this happens, you need to promptly notify us in writing accordingly, in which case we may proceed with a new credit verification and impose credit limits to you further to such credit verification.

12.5. No Third-Party Beneficiaries. Except as expressly set forth otherwise, the provisions of this Agreement are for our sole mutual benefit, and not for the benefit of any third party.

12.6. No Waiver. No provision of the Agreement is to be deemed waived by a course of conduct unless such waiver is in writing.

12.7. Force Majeure. Other than with respect to your obligation to pay the Fees, neither of us 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.

12.8. Notices. All notices given under the Agreement needs to be in writing and sent by email as follows: (i) to your Authorized Person at the email address set out in the Rogers for Business Agreement; and (ii) to us at enterprise.contracts@rci.rogers.com, with a copy to legal.notices@rci.rogers.com. We may each change the email address for notice by promptly notifying the other accordingly.

12.9. 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.

12.10. 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.

12.11. Binding Effect. No legally binding obligation is created until you have signed and delivered an unmodified version of this Agreement to us.