



Data Release Authorization Agreement

This Data Release Agreement is made as of _____ [date] between _____ (“**Customer**”) and Rogers Wireless Inc. (“**Rogers**”) and shall specifically govern the release of Customer’s Data (as defined below) to another Carrier (as defined below) for the sole purpose of creating a Program Report (as defined below).

BACKGROUND:

Customer wishes to take advantage of one or more programs (each, a “**Program**”) offered jointly by Rogers and another Carrier (eg. AT&T Wireless Services, Inc.) in which Data of Customer and Customer’s affiliate(s) will be consolidated.

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Definitions.

“**Carrier**” means a wireless communications carrier that provides wireless services to Customer and/or Customer’s affiliate(s) and that is a participant as a carrier to a Program.

“**Data**” means information relating to the wireless usage and charges of Customer, Customer’s affiliate(s) or end users who receive preferential pricing or other benefits from Carrier on account of such end users’ relationship with Customer or Customer’s affiliate(s).

“**Documentation**” means the user manual(s) accompanying the first delivery of any Program Software and other printed or on-line help materials accompanying any delivery of any Program Software.

“**Program Report**” means a report, in any form, containing Customer’s and Customer’s affiliate’s consolidated Data produced for Customer and/or Customer’s affiliate(s) pursuant to a Program.

“**Program Software**” means any software required to view or use Program Reports, together with all updates and modifications thereto.

2. Authorization to Release and Use Data.

Customer hereby authorizes Rogers to release Customer’s Data to other Carriers and further authorizes Rogers and such other Carriers to take Customer’s Data and share it amongst each other, transmit it to each other and combine it for the sole purpose of creating a Program Report.

3. Term and Termination.

This Data Release Authorization shall be effective as of the Effective Date set out below and shall remain in effect until the earlier of: (i) Customer’s revocation of this Data Release Authorization upon no less than 30 days written notice to Rogers; and (ii) termination of the Enterprise Customer Agreement between Rogers and Customer.

4. Limitation of Liability.

Rogers disclaims and in no event shall be liable for any losses or damages whatsoever, whether direct, indirect, incidental, consequential, punitive, special or exemplary, including, without limitation, damages for loss of business profits, business interruption, loss of business information, loss of goodwill or tortious conduct, arising out of or in any way related to (a) the sharing of the Data in accordance with the terms of this Data Release Authorization, (b) the provision of, or the failure to provide, the Program Software or the Documentation, or (c) the termination of any Program, even if Rogers has been advised of the possibility of such loss or damages.

5. Program Reports.

The Program Reports shall be provided only to Customer and Customer’s affiliate(s) or as otherwise may be directed by Customer in writing.

[Insert Legal Name of Customer]

Rogers Wireless Inc.

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Per: _____

Name: _____

Title: _____