



Enterprise Customer Agreement

Customer Legal Name ("Customer")

Main Telephone Number

Street Address

City

Province

Postal Code

Primary Contact

Primary Contact Telephone Number

Primary Contact Fax Number

Check one: Corporation Partnership Other (Details) _____

Province/Jurisdiction of formation: _____

This Enterprise Customer Agreement is entered into between Rogers Wireless Partnership ("Rogers"), a Canadian corporation, and the Customer on this _____ day of _____, 200__ (the "Effective Date"). Rogers and Customer agree as follows:

This Agreement consists of these initial three pages, the General Terms and Conditions in effect on the Effective Date as same may be amended by Rogers at any time and from time to time without notice and posted at the following website: www.rogers.com/corporateterms (the "General Terms and Conditions"), Wireless Services User Guide posted at https://www.shoprogers.com/web_auth/downloads.asp that is currently in effect from time to time, and the following additional schedules, which are incorporated in this Agreement by reference and are deemed to be part hereof (collectively, the "Agreement"):

- Authorized Persons
- Hardware Pricing
- Data Release Authorization
- Price Plan and Features/Services
- APN Schedule
- _____

1. **Service.** Rogers shall provide to the Customer and its Employees (as defined below) and Customer agrees to purchase from Rogers, certain of Rogers' wireless voice, data and/or messaging telecommunications services within Rogers' coverage area as are set forth in the Price Plan and Features/Services attached hereto and any other services that Rogers may offer from time to time that are selected by the Customer and at additional cost (the "Services") in accordance with the terms and conditions of this Agreement.

Rogers shall provide the Services using the Rogers Facilities (as defined in the General Terms and Conditions) for use by the Customer and its Employees in connection with wireless telephones, wireless messaging devices, pagers and other wireless devices (each, a "Device") that are authorised by Rogers for use on the Rogers Facilities. This Agreement shall apply to all of the Customer's Devices connected to the Rogers Facilities as of the Effective Date and any Devices added thereafter under this Agreement.

2. **Devices.** Customer may purchase from Rogers certain Devices for use in connection with the Services subject to the terms and conditions of this Agreement and any other terms and conditions of purchase that Rogers has advised Customer of in writing. Customer acknowledges that rights in respect of trademarks, trade names, copyrights, patents and other intellectual property rights connected with the Devices do not pass to Customer.

3. **Ordering the Services.** Services may from time to time be ordered by the Customer and any one or more officers or full time employees of the Customer (each an "Employee"), as applicable, by requesting that lines (each a "Line") be activated from the categories described below (each a "Category") in accordance with the procedures set forth below:

- a. **Corporately Paid Employee Lines:** These are Lines for which the Customer shall be directly responsible to Rogers for paying for the Services provided to the Employees using such Lines (each, a “**Corporately Paid Employee**”). The Customer acknowledges and agrees that it shall be liable for all amounts owing to Rogers for Corporately Paid Employees Lines. To order Corporately Paid Employee Lines, the Customer shall have the applicable authorized person, as set forth on the “Authorized Persons” Schedule attached hereto (each an “**Authorized Person**”), submit to Rogers a Line activation request containing the information required by Rogers.
- b. **Corporately Reimbursed Employee Lines:** These are Lines for which each Employee will be responsible for paying for the Services used directly to Rogers, provided that to be eligible as a Corporately Reimbursed Employee Line the applicable Employee must be reimbursed by the Customer for an amount not less than fifty (50%) percent of the total monthly charges (each, a “**Corporately Reimbursed Employee**”). Corporately Reimbursed Employees shall be subject to credit assessment and approval prior to activation.
- c. **Individually Paid Employee Lines:** These are Lines for which each Employee will be responsible for paying for the Services used directly to Rogers and for which such Employees are not eligible for reimbursement by the Customer to the extent to make such Lines Corporately Reimbursed Lines (each, an “**Individually Paid Employee**”). Individually Paid Employees shall be subject to credit assessment and approval prior to activation.

For both Corporately Reimbursed Employee Lines and Individually Paid Employee Lines the applicable Employee must also agree to the terms and conditions of Rogers’ then current Wireless Services Agreement. Rogers reserves the right to limit certain Services to Employees within one or more of the Categories.

The service period for each Line (the “**Service Period**” or “**Line Term**”) will be as agreed to at the time of Line activation.

4. **Term.** The term of this Agreement (the “**Term**”) commences as of the Effective Date and shall continue until the earlier of (i) the date this Agreement is terminated in accordance with section 19 of the General Terms and Conditions or any other applicable provision of this Agreement; and (ii) the day upon which the last of the Corporately Paid Employee Lines and Corporately Reimbursed Employee Lines is disconnected from the Rogers Facilities.

5. **Pricing.**

- a. For all Corporately Paid Employee Lines and Corporately Reimbursed Employee Lines activated during the first three (3) years following the Effective Date (the “**Initial Period**”), and for each Line, for the initial three (3) year period following activation of such Line, Rogers will provide the Services to the Customer and its Eligible Employees (as defined below) with respect to such Lines at the lower of:
 - i. the rates set out on the Price Plan and Features/Services Schedule attached hereto (“**Price Plan and Features/Services**”); and
 - ii. if requested in writing by the Customer, the rates that Rogers generally makes available to its corporate customers as published, from time to time, on Rogers’ rate cards.

For the purposes of this Agreement, “**Eligible Employee**” means a Corporately Paid Employee or a Corporately Reimbursed Employee.

- b. On the third anniversary of the Effective Date and each thirty-six (36) month anniversary thereafter Rogers may at its discretion provide the Customer with a revised Price Plan and Features/Services Schedule which shall contain revised pricing for the Services for the subsequent thirty-six (36) month period. For greater certainty, the then current Price Plan and Features/Services Schedule shall remain in effect until such time as a revised Price Plan and Features/Services Schedule is provided to the Customer.

- c. Following the end of the Service Period for each Line the Line shall continue on a month to month basis at the same pricing that is then currently in effect for such Line. If the Line is renewed for a further Service Period then the pricing available for the renewal of such Line shall be the pricing set forth in the then current Price Plan and Features/Services Schedule.
- d. For all Corporately Paid Employee Lines and Corporately Reimbursed Employee Lines, in addition to the rates set forth above in this section 5, the Customer and Eligible Employees shall be entitled to the hardware pricing set forth on the Hardware Pricing Schedule attached hereto, provided that such hardware pricing is subject to change without notice.
- e. The pricing available for Individually Paid Employee Lines shall be the rates Rogers makes available for such Lines from time to time.
- f. (i) At all times during the Term, the Customer agrees to maintain not less than _____ Corporately Paid Employee Lines (the “**Committed Number of Lines**”), consisting of not less than:

_____ Voice Lines
 _____ Mobitex Data Lines; and
 _____ GPRS Data Lines

(ii) The Customer shall have a hundred and eighty (180) days from the Effective Date (the “**Commitment Date**”) to activate the Committed Number of Lines. If (A) the Committed Number of Corporately Paid Employee Lines are not activated by the Commitment Date, or (B) the activated number of Lines falls below the Committed Number of Lines at any time after the Commitment Date; then the pricing and features set forth in the attached Schedules shall be subject to change and/or elimination at Rogers’ sole discretion.

- g. When roaming outside of Rogers’ coverage area, Customer and the applicable Employees shall be responsible for all applicable charges and shall be subject to the terms and conditions of service imposed by the wireless service provider providing such roaming services in the area where roaming occurs (including limitations on liability).

6. **No Assignment.** The Customer shall not assign this Agreement or any part of it without the prior written consent of Rogers.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed by their proper authorized officers as of the Effective Date

ROGERS WIRELESS PARTNERSHIP

COMPANY NAME

Per: _____

Per: _____

Name: _____

Name:

Title: _____

Title:

Per: _____

Name: Irv Witte _____

Title: Vice President, Business Marketing