



Enterprise Customer Agreement Custom Data/Access Point Name Schedule

Company Name

1. Notwithstanding section 3 of the main body of the Agreement, all of the Devices shall be activated as Corporately Paid Employee Lines for which the Customer shall be fully responsible. No Corporately Reimbursed Employee or Individually Paid Employee Lines shall be offered to Customer pursuant to this Agreement.
2. **Devices**
 - a) Customer shall be responsible for assuring that all Devices used in connection with the Services
 - i) have been approved by Rogers for use on the Rogers Facilities,
 - ii) use an OEM modem and drivers that are PTCRB approved,
 - iii) will use a standard operating system approved by Rogers to connect to Rogers Network (the "**Standard Operating System**"), *[include Operating System if known or the current list of approved Standard Operating Systems. List may be modified by Rogers at any time and from time to time without notice]*
 - iv) comply with all technical specifications established by Rogers from time to time during the term of this Agreement, and
 - v) comply with all applicable laws, rules, and regulations, including without limitation the rules and regulations of Industry Canada.
 - b) Customer is prohibited from making any changes and/or alterations to the Devices without Rogers' prior written consent including, without limitation, changes or alterations to the radio cards therein or the Standard Operating System or firmware elements of the Devices.
 - c) If the Devices initially use, or are later modified to use, (i) a OEM modem with modified firmware, (ii) a modified Standard Operating System, (iii) a non-standard operating system, or (iv) a non-standard interface to the OEM modem, then Rogers may deem such devices to be "**Custom Devices**". Custom Devices must be PTCRB approved and the use of such Custom Devices will additionally require the Customer to provide Rogers with a number of Devices as reasonably determined by Rogers for testing and approval (being not less than 2) and for ongoing support (being not less than 7). The use of such Custom Devices shall also be subject to Rogers' standard terms and conditions regarding Custom Devices, as same may change from time to time.

Customer Name

Date

3. Application Testing

- a) At Rogers' request, prior to ramping the production rollout, the Customer shall provide to Rogers, at no cost to Rogers, the then current application software used on the Devices (the "**Application**"), and associated documentation in order for Rogers to run and test such Application with the Devices to ensure network integrity and that the Application will not adversely affect Rogers Facilities or other Customers of Rogers (the "**Rogers Application Testing**").
- b) For Applications that run on a computing platform that is physically separate from the Devices as part of the Rogers Application Testing, Customer shall also provide to Rogers the interface specifications for the Device operation. The specifications must identify standard commands and expected responses and supporting documentation.
- c) At Rogers' request, Customer will provide resources, at no cost to Rogers, to assist with the Rogers Application Testing and will demonstrate to Rogers that use of the Application will not adversely affect the Rogers Facilities or other Customers of Rogers.
- d) Notwithstanding the Rogers Application Testing, Rogers shall not be responsible for ensuring that the Application operates or is compatible with the Rogers' Facilities. The Customer will carry out end to end tests to ensure that the overall configuration of the Application and the Devices operate satisfactory. For initial and ongoing testing, the end to end tests shall be developed for the Devices on the application layer without using ICMP (Internet Control Message Protocol).
- e) Rogers may, at its discretion, continue to use the Application for on-going testing and troubleshooting purposes.

4. Changes to Devices/Application

- a) The Customer shall provide Rogers with at least sixty (60) days written notice of any material changes to the Devices or the Application.
- b) In addition, the Customer shall provide to Rogers all proposed modified/updated versions of the Devices and/or Application, and associated documentation at least fifteen (15) business days, or such longer period of time as determined by Rogers, prior to implementation for retesting and approval by Rogers (the "**Retesting**").
- c) Rollout of any modified/updated versions of the Devices and Application shall not occur until Rogers' written approval thereof is received by the Customer. As noted above, modifications/updates to the Devices may deem such Devices to be Custom Devices.

5. APN

- a) For the purposes of this Agreement, "**Access Point Name**" or "**APN**" is a configuration on the GPRS network which:
 - i) allows for the dynamic assignment of IP addresses to users requesting them by name; and
 - ii) adds routing table entries to allow these specific ranges of IP addresses to access host IP addresses connected to the GPRS backbone via a private connection.
- b) If requested by Customer, Rogers shall configure and maintain one or more custom APNs (with one or more connections each) for Customer during the term of this Agreement at the rates set forth in the Price Plan and Features Schedule attached to the Agreement including, without limitation, a one-time installation fee and ongoing monthly fees for each such APN.

- c) Customer agrees to pay the third party carrier supplying the private connections and the transmission facility relating thereto, the applicable monthly and other fees relating thereto in the amount determined by the third party carrier from time to time and Customer shall be responsible for any and all connections required from Customer's host system to the ingress point of Rogers IP backbone, including, without limitation, all charges relating thereto.

Termination

In addition to the termination provisions set forth in the General Terms and Conditions, should the Devices or Application fail to be approved for use by Rogers or fail to successfully complete the Rogers Application Testing or the Retesting, then Rogers may terminate this Agreement immediately, without any liability to the Customer, upon written notice thereof to Customer and Rogers shall have no further obligations under this Agreement.