

This Schedule sets out provisions with respect to the Customer's subscription to the Products and/or Services described herein as provided by Rogers Communications Canada Inc. ("**Rogers**"), details and costs which are stipulated in the Product Quotation. This Schedule is an attachment to and forms an integral part of the Customer's Master Enterprise Customer Agreement (the "**Agreement**") with Rogers. The Customer agrees to be bound by the terms and conditions set out in the Agreement, which include without limitation this attachment and any other attachments to the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

## 1. **Definitions**

"**Rogers Network**" means the Rogers core IP network and Rogers-owned cable plant.

"**SMSC**" means Short Message Service Center.

"**Subcontractor**" means a third party under contract to Rogers to provide some or all of the Services described in this SOW.

## 2. **Description**

This description pertains specifically to the Rogers Network Archiver Services (the "**Services**") supplied by Rogers to the Customer.

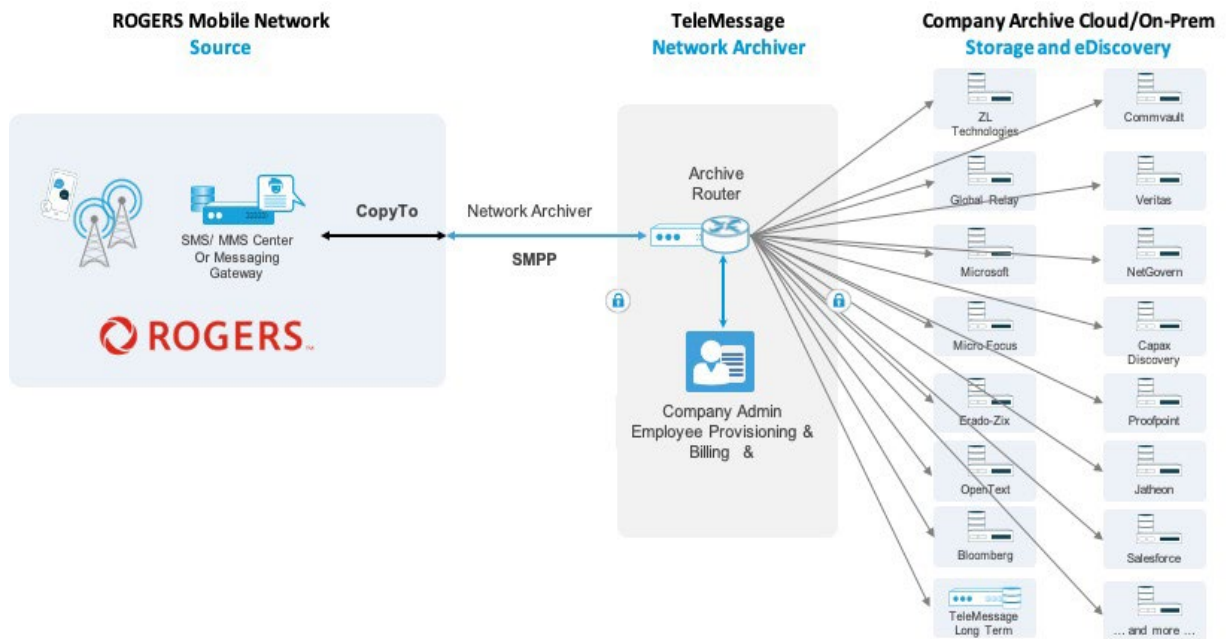
### 2.1. **Rogers Network Archiver**

2.1.1. The Services allow Rogers corporate customers to securely archive any text messages exchanged over the Rogers network over Rogers corporate devices. With this service, organizations can manage mobile messaging, secure communications, enforce policies and ensure reliable enterprise communication.

2.1.2. Rogers enables the "CopyTo" feature on their SMSC and adds configuration to send/route messages to TM servers over the SMPP binds. Rogers sends copies of SMS and MMS messages archived at the network level in real-time to the Rogers archive server, which forwards the messages to Customer's preferred archiving destination.

2.1.3. Customer will be able to choose its preferred archiving destination. Rogers has partnerships and connections with all major archiving vendors in the market in and outside of Canada. Rogers can route Customer's messages wherever it would like them to be delivered. Rogers will provide Customer the ability to archive, retain and store end-user mobile messages within the archiving platform of choice for compliance with PHIPA, PIPEDA, government record retention, MiFID II and GDPR.

**Table 1 – Solution Design**



### 3. Customer Onboarding & Support

#### 3.1. Customer Onboarding

Upon receipt of an executed Agreement, Subcontractor will:

- 3.1.1. Complete the SMS and MMS Archiving integration;
- 3.1.2. Provision Customer's users on the Rogers platform;
- 3.1.3. Configure the archive destination(s) for Customer; and
- 3.1.4. Send a welcome email to Customer once the setup is complete.

#### 3.2. Customer Support

- 3.2.1. Rogers will provide Customer with 24/7/365 support .
- 3.2.2. Service Levels and associated response times can be found in Section 4 below.

#### 3.3. Customer Responsibilities

- 3.3.1. Customer must provide a valid email address at time of onboarding.
- 3.3.2. Customer must provide archiving destination partner.
- 3.3.3. Customer must provide list of names, emails, mobile numbers to be activated.
- 3.3.4. Customer must provide update list of mobile numbers, emails, names to be deactivated.

#### 4. Service Levels

- 4.1.1. Rogers shall provide technical support to Customer in relation to the Services as set out in Table 2 below, provided that Customer notifies Rogers within thirty (30) days of discovery of any non-conforming Service.
- 4.1.2. Support consists of handling of difficult technical questions, bugs and service outages. All issues usually fall into the definition of Severity 1 through 3 on the Severity Code Chart.

**Table 2 – Severity Code Chart**

Trouble Severity Code	Description	Restoral Expectations	Status Update Intervals	Initial Response Time
Sev1	A “ <b>Catastrophic Error</b> ” means an error in the Products, which causes a complete (100%) loss of Service for 25% or more of Users.	4.0 hours	60 mins (Continual support through to resolution via conference bridge w/ 30 min updates on bridge)	60 mins for notification and initial acknowledged gement.
Sev2	A Non-Catastrophic Error in the Products that causes Users to be unable to send messages through the Service for 25% or more of the users.  “ <b>Non-Catastrophic Error</b> ” means any unplanned outage that is not specifically classified as a Catastrophic Error	6.0 hours	2 hours	60 mins
Sev3	A Non-Catastrophic Error in the Products that: (i) has an impact on operational support or administrative tools / availability to Service or provision node but not considered to impact the Products; or (ii) causes less than 50% degradation of TeleMessage controlled response time.	12.0 hours	2 hours	60 mins

4.2. **Escalation Matrix**

**Table 3 – Escalation Matrix**

Hours of Operation	24 hours a day, 7 days a week and 365 days a year
Contact Phone Number	TeleMessage Control Center Office: +1-718-838-1116 x 2 or +972(3)9225252 x 2  Mobile: +972544883829  Note: This number is to be answered directly by an individual.
Email Address	<a href="mailto:Control@telemesssage.com">Control@telemesssage.com</a> ; support@telemesssage.com

**Service / Incident Escalation**

<b>Responsibility</b>	<b>TeleMessage Authorised Representatives</b>
1 <sup>st</sup> Level Escalation	Eitan Shahr Control Center Supervisor Telephone: +1-718-838-1116 x 917 Or +972-77-9211924 Mobile: +97254488329 Email: eitan@telemesssage.com
2 <sup>nd</sup> Level Escalation	Ruchira Jain Director of Project Management Telephone: +1-978-263-1015 x 221 Mobile: +1-978-6215931 Email: ruchira@telemesssage.com
3 <sup>rd</sup> Level Escalation	Ofer Dangoor Vice President of R&D Telephone: +1-718-838-1116 x 911 Or +972(3)9225252 ext. 911 Mobile: +972548033006 Email: <a href="mailto:ofer@telemesssage.com">ofer@telemesssage.com</a>

**5. Service Terms and Conditions**

**5.1. License Terms**

5.1.1. The licensing of the software is governed by the End User License Agreement found at [Mobile-Archiver-TC-Dec-2020.pdf \(telemesssage.com\)](#). Customer agrees to be bound by the foregoing End User license Agreement by executing this Schedule.

**5.2. Term**

5.2.1. The Services are provided on a twelve (12) month term.

5.3. **Termination Fees**

- 5.3.1. If Customer terminates the Services without cause, or if Rogers terminates the Services for cause as permitted under the Agreement, the Customer shall pay to Rogers, as liquidated damages and not as a penalty, an amount which is equal to the sum of:
- (a) One hundred percent (100%) of the Monthly Recurring Charges for the terminated Service(s) for the remainder of the billing cycle;
  - (b) any cost which Rogers must continue to pay to third parties for the remainder of the applicable Service Term as a result of the early termination of the applicable Services that exceeds the amount set out in (a) above; and
  - (c) a lump sum representing the amortized remainder of any waived or discounted installation or one-time charges associated with the terminated Service(s) in consideration of the Customer's commitment to the Service Term for such Services.

Such termination liability shall be payable on the effective date of any and all terminations.

5.4. **No Warranty**

- 5.4.1. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES AND ALL DEVICES, OTHER ROGERS EQUIPMENT AND THIRD PARTY SERVICES ARE PROVIDED BY ROGERS "AS IS" AND "AS AVAILABLE" AND, TO THE EXTENT PERMITTED BY LAW, WITHOUT WARRANTY BY ROGERS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ROGERS SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER FOR: (I) ANY INTERRUPTIONS OR DISRUPTIONS OF THE SERVICES, THE INTERNET OR THE THIRD PARTY SERVICES OR ANY OTHER DAMAGES SUFFERED BY CUSTOMER WHICH ARE CAUSED BY DIRECTLY OR INDIRECTLY BY ANY FAILURES OF THE DEVICES, OTHER ROGERS EQUIPMENT, THE SERVICES, THE ROGERS WIRELESS NETWORK, THE INTERNET OR THE THIRD PARTY SERVICES; (II) ANY POWER FAILURES; (III) ANY ACTS OR OMISSIONS OF CUSTOMER OR ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS INCLUDING, WITHOUT LIMITATION, DEFAMATION OR COPYRIGHT INFRINGEMENT; (IV) ANY DISRUPTION OF ANY PART OF THE EQUIPMENT USED TO PROVIDE THE SERVICES BY PARTIES OTHER THAN ROGERS; (V) ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ARISING FROM OR IN CONNECTION WITH CUSTOMER'S USE OF THE DEVICES, OTHER ROGERS EQUIPMENT, THE SERVICES OR THE THIRD PARTY SERVICES; (VI) ANY EVENT OF FORCE MAJEURE, AS DESCRIBED IN THE AGREEMENT; OR (VII) ANY SUSPENSION OR TERMINATION OF THE SERVICES.