**SERVICE SCHEDULE**

**RECOVERY SERVICES**

**CUSTOMER** (“**Custome**r”): enter cUSTOMER name here

This Recovery Services Service Schedule (“**Service Schedule**”) shall be governed by and subject to the applicable Master Service Agreement (“**MSA**”) between the Customer and Allstream Business Inc. and/or Allstream Business US, LLC. through its subsidiaries (“**Allstream**”). If the Customer has not executed an MSA then this Service Schedule shall be governed by the terms and conditions of Allstream’s standard MSA as posted on www.allstream.com incorporated herein by this reference and available upon request. Capitalized terms not defined herein will have the meaning ascribed to them in the MSA. Allstream and Customer may be referred to herein as a “Party” and collectively as the “Parties.”

This Service Schedule contains detailed information relating to the provisioning of communications services (“**Services**”) as purchased by Customer from time to time by way of an Allstream approved Service Order.

Customer acknowledges and agrees that the Services are being subcontracted in part by Allstream to SunGard Availability Services (Canada) Ltd. (“SunGard”). Customer is required to comply with the terms and conditions of this Service Schedule as such terms and conditions require compliance with either Allstream or SunGard, and Customer is liable to Allstream for any failure to comply with the terms and conditions of this Service Schedule whether such term or condition requires compliance with Allstream or SunGard. Allstream is liable to Customer for the actions of all subcontractors as specified in this Service Schedule.

1. **DEFINITIONS**

**DISASTER.** A "Disaster" means any unplanned event or condition that renders Customer unable to use a Customer location identified in Section B (“Location”)of the Service Order or the Customer equipment situated therein for its intended computer processing and related purposes. By signing the Service Order, Customer warrants that the location(s) specified therein are not experiencing a Disaster at the time of its execution. Unless otherwise specifically provided elsewhere in the Service Order, Customer may declare a Disaster by having one of its designated representatives give notice to Allstream stating that a Disaster has occurred, identifying the affected location, and specifying which services Customer believes will be required. Allstream will then follow Customer’s reasonable declaration procedures as provided to Allstream in the applicable Disaster declaration notice form.

“**R2C SRM Resources**”, or Recover to Cloud Site Recovery Manager Resources, means the facilities, equipment, network and other resources (but excluding Customer dedicated servers provided as part of the Premium Suite as defined herein) used to provide the Recovery as a Service.

1. **DISASTER SERVICES**

The following Services will be provided by Allstream during a Disaster if selected in Service Order:

**2.1 Center-Based Recovery Services:** Subject to Section 20, immediate and exclusive use of the Services selected and described below (“Center-Based Recovery Services”). Customer may use the applicable Center-Based Recovery Services provided at an Allstream facility (“Allstream Facility”) in accordance with time periods stipulated below:

* + 1. **Hostsite:** An installed, fully operational computer system and networking capability ("Hotsite") equal to or better than the hotsite configuration (“Hotsite Configuration”) described in Section B of the Service Order, that Customer may use for up to six (6) weeks.
		2. **Office Space:** Office space in the same Facility where the Hotsite is located, properly equipped to facilitate the installation of terminals, that Customer may use to operate the applicable Hotsite for up to six (6) weeks.
		3. **Work Group Space:** Office space, properly equipped to accommodate the work group configuration (“Work Group Configuration”) described in Section B of the Service Order that Customer may use for up to six (6) weeks.
		4. **MegaVoice.sm:**  Allstream's voice communications configured as either an Onsite or Remote ACD Configuration:
		5. **Onsite ACD Configuration**: Access to the number of communication port(s) at an Allstream Facility, including the features and functionality, detailed in Section B of the Service Order that Customer may use for up to six (6) weeks. This Service requires that Customer contract with Allstream for a Work Group Configuration.
		6. **Remote ACD Configuration:** Access to the number of remote ACD (“Remote ACD”) agents, including the features and functionality, detailed in Section B of the Service Order that Customer may use for up to six (6) weeks.

**2.1.7 Dedicated Shelf Space or Cabinet:** A dedicated shelf or cabinet (“Dedicated Shelf Space or Cabinet”) in the Allstream Facility designated in Section B of the Service Order, that includes the power configuration set forth in Section B of the Service Order. The Dedicated Shelf Space or Cabinet is provided for the housing of Customer’s required equipment for pre-disaster tests or during a Disaster. Customer will provide Allstream with the model and serial number of Customer equipment prior to the housing of Customer’s equipment into the shelf space or cabinet.

**2.2 Mobile Recovery Services:** Subject to Section 12, immediate and exclusive use of the Services selected and described below ("Mobile Recovery Services") that Customer may use for the duration of a Disaster:

* + 1. **Replacement Recovery System:** A fully operational, relocatable computer system and networking capability ("Replacement Recovery System"), equal to or better than the mobile Configuration (‘Mobile Configuration”) described in Section B of the Service Order, provided to Customer in accordance with one of the following methods (at Customer's option):
* **Primary Recovery Facility:** Access to the Replacement Recovery System at an Allstream Facility where it is then installed.
* **Alternate Recovery Facility:** Delivery of the Replacement Recovery System to an Allstream Facility where it may be accommodated, within forty-eight (48) hours after Allstream receives the Disaster declaration notice.
* **Mobile Data Center:** Delivery of a properly equipped vehicle housing the Replacement Recovery System to a destination in Canada or the continental United States requested by Customer, within forty-eight (48) hours after Allstream receives the Disaster declaration notice.
* **Activation Manual (optional):** Allstream will prepare and deliver to Customer, within one hundred and twenty (120) days of the Acceptance Date, an activation manual (“Activation Manual”) to serve as a guideline for Customer’s use of the mobile data centers (“Mobile Data Center”). The Activation Manual will contain placement recommendations, vendor contact information, and electrical and communication requirements. Allstream’s obligation to prepare and provide the Activation Manual is subject to Customer’s reasonable cooperation and the availability of Customer personnel to assist with its preparation.
* **Customer Facility**: Delivery of the Replacement Recovery System to a properly equipped Facility located in Canada or the continental United States requested by Customer, within forty-eight (48) hours after Allstream receives the Disaster declaration notice.
	+ 1. **Computer Space:** Environmentally prepared computer space ("Computer Space"), properly equipped to facilitate the installation of a computer system comparable to the Mobile Configuration:
		2. **Mobile Coldsite.** Delivery of a properly equipped vehicle housing the Computer Space to a destination in Canada or the continental United States requested by Customer, within forty-eight (48) hours after Allstream receives the Disaster declaration notice.
		3. **Supplemental Office Space:** Office space in the same Allstream Facility where the Replacement Recovery System is located, properly equipped to facilitate the installation of terminals, which Customer may use to operate that Replacement Recovery System.
		4. **Mobile Work Group Space:** Allstream will commence the delivery of a vehicle properly equipped to accommodate the mobile work group configuration (“Mobile Work Group Configuration”) described in Section B of the Service Order, to a destination in Canada or the continental United States requested by Customer, within twenty-four (24) hours after Allstream receives the Disaster declaration notice.
		5. **Quick Ship Equipment:** Delivery of equipment equal to or better than the quick ship equipment (“Quick Ship Equipment”) described in Section B of the Service Order, to a properly equipped Facility in Canada or the continental United States requested by Customer, within forty-eight (48) hours after Allstream receives the Disaster declaration notice.

**2.3 Network Services.** Subject to Section 20, use of the network services described below (“Network Services”), within two (2) hours after Allstream receives the Disaster declaration notice, that Customer may use for up to six (6) weeks:

* + 1. **Center to Center;** On-demand connectivity among Allstream recovery centers using the Allstream and Sungard global network (“SGN”) in accordance with the Network Configuration described in Section B of the Service Order.
		2. **Dedicated Circuit:** Dedicated connectivity between Customer Location described in Section B of the Service Order and the Allstream Facility described in Section B of the Service Order using a dedicated circuit that is either (a) procured and installed by SunGard or Allstream, or (b) procured and installed by Customer with installation management assistance from Allstream.
		3. **Net ReDirect Services:** On-demand connectivity between the SGN point of presence (“POP”) (where Customer’s local circuit terminates) and the Allstream Facility described in Section B of the Service Order; such connectivity is designated as net redirect metropolitan services (“Net ReDirect Metropolitan Services”) when the SGN POP and Allstream Facility are located in the same metropolitan area.
		4. **IP ReDirect Services:** On-demand, point-to-point or point-to-multipoint, Internet Protocol (“IP”) connectivity between the IP-enabled SGN POP where Customer is accessing the SGN and the IP-enabled Allstream Facility described in Section B of the Service Order. Such connectivity is delivered using a single Ethernet interface directly attached to a router at Customer Location**.**
		5. **Frame Relay or ATM Port:** On-demand use of a frame relay (“Frame Relay”) or atm (“ATM”) port on the SGN as described in Section B of the Service Order to provide connectivity between Customer’s Frame Relay or ATM network and the SGN. Customer is responsible for all costs, and all required telecommunications vendor notifications and communications, attributable to Customer’s re-direction of Customer’s Frame Relay/ATM permanent virtual circuit(s) to the Allstream Frame Relay or ATM Disaster Recovery Option port.
		6. **Web ReDirect Services:** On-demand access to the Internet from the Allstream facility described in Attachment B of the Service Order using any of the multiple Internet service providers under contract with Allstream (which may require Customer to set up domains to use the Web ReDirect Services)
		7. **.MetroBandwidth:** On-demand access to transport infrastructure connecting two (2) Allstream service areas within the same building, or between two service areas located in separate buildings within the same metropolitan area, as described inSection B of the Service Order.
		8. **Telephone Line:** Analog line available for use in conjunction with a dedicated cabinet or shelf contracted by Customer at the Allstream Facility.
1. **Hosting Services**

**3.1 Allstream-provided 19” Cabinet Services – Features**

 Allstream will provide the following for the number of 19” cabinets identified in the Service Order:

* A minimum of 42U EIA rack space;
* Lock and key security; and
* Proper air ventilation.

**3.2 Secure Cabinet Services – Features**

 Allstream will provide the following for the number of secure cabinets (“Secure Cabinets”) identified in the Service Order:

* Allstream-provided 19” Cabinet Service (“19” Cabinet Service”);
* Raised floor space to support the Allstream -provided 19” Cabinet Service; and
* The power configurations identified in the Service Order.
1. **Support Services**

**4.1 Hardware Installation Services – Features**

Allstream will perform the following for the number of OEM-supported hardware devices identified in the Service Order:

* Receiving, unpacking and installation of the hardware into computer racks or cabinets in accordance with the Customer completed design requirements form; and
* Installation of network cables and cross-connects.

**4.2 Hardware Installation Services – General**

Customer will provide a hardware list and installation requirements (shelf location, special power requirements, etc.) and schedule prepaid delivery of hardware to the appropriate designated Allstream Facility.

Allstream will notify Customer of receipt of Customer shipped hardware; if Customer does not verify the equipment identified in Allstream’s notice within three (3) business days of receipt, Allstream may return the hardware to Customer at Customer’s expense.

**4.3 Operational Support Services – Features**

Allstream will perform the following, each as requested and directed by Customer, not to exceed the number of hours per month identified on the Service Schedule:

* Execution of command(s) to power up, restart, reboot, determine equipment operating status or to facilitate configuration changes;
* Visual inspection of equipment;
* Insertion and ejection of media; and
* Preparation of media for pickup from the Designated Allstream Facility.

**4.4 Operational Support Services – General**

In the event that Customer exceeds the number of hours indicated in the Service Order, Allstream will provide the Operational Support Services at Allstream’s then current hourly rate.

Customer will provide all necessary operational procedures, media, storage containers, and media pickup arrangements.

**4.5 Equipment Management Services – Features**

Allstream will perform the following for each piece of equipment identified in the Service Order:

* Engage maintenance vendors in the resolution of detected equipment failures;
* Coordinate vendor-provided preventative maintenance; and
* Install vendor-provided firmware upgrades.

**4.6 Equipment Management Services – General**

For all Customer-provided equipment and software, Customer will:

* Obtain and maintain 24-hour-a-day, 7-day-a-week maintenance agreements for Customer-provided hardware (with four (4) hour response time for hardware) and software receiving Equipment Management Services;
* Obtain the consent of the maintenance vendor allowing Allstream to act as Customer's agent; and
* Provide Allstream root or administrative security passwords, IDs and access.
* Equipment Management Services do not include resolution of disputes with maintenance vendors regarding the maintenance vendor’s services.

**5. Network Services**

**5.1 Cross Connect Services – Features**

Allstream will provide the following for the number of cross connects identified in the Service Order, in accordance with the Customer completed design requirements form:

* Provision and install cross connects between telecommunication circuit(s) and Customer’s environment located in the designated Allstream Facility; and
* Assistance with telecommunication circuit acceptance testing.

**5.2 Dedicated Transport Services – Features**

Allstream will provide the following for the number of telecommunication circuits identified in this Service Order, in accordance with the Customer completed design requirements form:

Installation of the telecommunications circuit(s) into the designated Allstream Facility;

* Coordinate telecommunication carrier acceptance testing; and
* Provision and install cross connects between the telecommunication circuit(s) and Customer’s environment, each located in the Allstream Facility.

**5.3 Metrobandwidth Services – Features**

Allstream will provide on-demand access to transport infrastructure between the Allstream Facilities identified in this Service Schedule.

**5.4 Managed Internet Access Services – Features**

* Allstream will provide the amount of bandwidth identified in this Service Schedule and, for Allstream-provided IP addresses, will provide the following, in accordance with the Customer completed design requirements form:
* IP address registration in accordance with Allstream’s IPv4 IP address space request policy (“IPv4 IP Address Space Policy”)
* Registered autonomous system number (ASN) (only applicable for customers who require border gateway protocol (‘ BGP”) peering);
* Monthly report of bandwidth utilization;
* Up to five (5) domain naming system (“DNS”) changes with up to ten (10\_ records per change per month, for Customer-registered domain names; and
* Domain name administration services for up to ten (10) primary and/or secondary Customer domain(s).

**5.5 Basic Internet Service – Features**Allstream will provide the following in accordance with the Customer completed and executed order form:

* Single network port connection to the Internet with 100/1000 Mbs port speeds;
* Allstream provided IP address in accordance with the Allstream IPv4 Address Space Request Policy; and
* Simple Network Management Protocol (“SNMP”)/Internet Control Message Protocol (“ICMP”) Monitoring.

**5.6 Managed Internet Access Services & Basic Internet Services – General**

If indicated in the Service Schedule, Customer may burst above the committed bandwidth tier up to the burstable limit identified in this Service Schedule, subject to available bandwidth on Allstream’s network. An incremental burstable usage fee will be invoiced in arrears for each megabits per second (“Mbps”) exceeding the committed bandwidth tier. Customer's burstable usage is determined on a monthly basis by traffic samples taken every five (5) minutes and ranking the traffic samples from highest to lowest and calculating the fee based on the usage that falls at the 95th highest percentile. Allstream assigns IP addresses in accordance with the requirements of American Registry for Internet Numbers (“ARIN”) and Réseaux IP Européens (“RIPE”). If Customer has significant IP requirements (for example, in excess of two hundred and fifty-six (256) public IP addresses), Allstream may require that Customer contact ARIN directly to register the IP addresses.

Network addresses assigned from Allstream are non-portable. Network space allocated to Customer by Allstream must be returned to Allstream in the event the managed internet access (“Managed Internet Access or basic internet services (“Basic Internet Services”) are terminated or cancelled.

Upon at least sixty (60) days advance notice, Allstream reserves the right to re-groom the Service, at Allstream’s sole expense, to an alternate network node provided that Allstream shall not arbitrarily or discriminatorily perform such changes and that Allstream shall work in good faith with Customer to minimize any disruption to the Services. Customer shall have the right to terminate the Basic Internet access or Managed Internet Service without penalty by providing notice within thirty (30) days after receipt of Allstream’s notice.

**5.7 LAN Services and WAN Services – Features**Allstream will provide the following for the number of network termination devices identified in the Service Order in accordance with the Customer completed design requirements form:

* Maintain network equipment software configuration backup;
* Exclusive control of administrator security passwords and IDs (Customer may request a copy of device configuration data);
* Monitor critical patch alerts and provide Customer notification of such patches;
* If identified in the Service Order, provision of the network termination devices;
* Coordination of Third Party equipment vendor maintenance and detected equipment problem resolution;
* Hardware installation services (“Hardware Installation Services”) (if the equipment is located in the designated Allstream Facility);
* Managed network equipment services (“Managed Network Equipment Services”); and
* Monitoring services: device (“Monitoring Services Device”).

**5.8 LAN Services and WAN Services – General**

For all Customer-provided hardware receiving Managed Network Equipment Services, Customer will:

* Provide verification of licenses and necessary license keys applicable to Customer-provided software;
* Provide Allstream administrative and root level access;
* Obtain and maintain 24-hour-a-day, 7-day-a-week maintenance agreements with the equipment vendor with four (4) hour response time and notify the vendor of Allstream’s authorization to act as Customer’s agent under the maintenance agreements; and
* For equipment located at a Customer premises, Customer will provide physical and logical access as reasonably required by Allstream to perform the Services.

Allstream is not responsible for resolution of failures associated with i) hardware or software that is end of life or not otherwise supported by the vendor; or ii) Customer written or other software not supported by Allstream.

**6. Monitoring Services**

**6.1 Standard Monitoring Services – Features**

Allstream will perform the following for the number of devices identified in the Service Order:

* Monitor the ability of the device NIC to respond to ICMP and SNMP requests; and
* Customer notification if the monitoring services (“Monitoring Services”) detect non-responsiveness.

**6.2 Advanced Monitoring Services Device – Features**

Allstream will perform the following for the number of devices identified in the Service Order:

* Monitor the ability of the device Network Interface Card (“NIC”) to respond to ICMP and SNMP requests;
* Monitor device power availability and fan status;
* Monitor central processing unit CPU, memory, temperature and wide area network (‘WAN”) interface thresholds identified in the Customer completed design requirements form; and
* Customer notification if the Monitoring Services detect non-responsiveness or exceeded thresholds.
1. **Vaulting Services**

**7.1** **Vaulting Services – Features**

Allstream will perform the following, in accordance with the Customer completed design requirements form, for the data storage amount on the vaulted centralized off-site automated disk-to-disk back-up data protection (“Vault”) at the designated Allstream Facility, each as identified in the Service Order:

* Remote assistance with the initial installation and configuration of the Third Party software (“Vaulting Software”) on each of Customer’s source server(s) identified in the Service Order;
* Seeding of the Customer’s data to the Vault ;
* Training Customer on the use of the Vaulting Software;
* Purging Customer-requested data sets from the Vault; and
* Access to Service generated backup reports.

**7.2 Vaulting Services – General**

Storage in excess of the data storage amount identified in this Service Order will result in the additional usage fee stated in the Service Order.

**7.3 Seed and Restore Services – Features**

Allstream will ship a removable disk-based storage device (based on the Customer identified storage size and interface type) to the Customer specified address to facilitate the transfer or restoration of large amounts of Customer’s data.

**7.4 Express Recovery Appliance Services – Feature**

Allstream will perform the following, in accordance with the Customer completed design requirements form, for the number of express recovery appliances (“Express Recovery Appliance”) and the amount of committed storage, each as identified in the Service Order:

* Installation of the preconfigured Express Recovery Appliance as a local Vault at the Customer premises;
* Backups on the Express Recovery Appliance for a maximum of seven (7) days based on Customer configured backup schedule and retention policy;
* Replication of backups from the Express Recovery Appliance backups to the Vault at the designated Allstream Facility; and
* Maintenance of the Express Recovery Appliance.

**7.5 Plug-n-Protect Appliance Services – Features**

Allstream will perform the following, in accordance with the Customer completed design requirements form, for the number of plug-n-protect appliances (“Plug-nProtect Appliance”) and the amount of committed storage, each as identified in the Service Order:

* Installation of the preconfigured Plug-n-Protect Appliance as a local Vault at the Customer premises;
* Backups on the Plug-n-Protect Appliance based on Customer configured backup schedule and retention policy;
* Replication of backups from the Plug-n-Protect Appliance backups to the Vault at the designated Allstream Facility; and
* Maintenance of the Plug-n-Protect Appliance.

**7.6 Recover2Cloud™ for Vaulting – Features**

Allstream will provide the following, in accordance with the Customer completed design requirements form, for the number of servers (“Protected Servers”) identified in the Service Order:

* Remote access to Customer applications and data recovered from the Customer-contracted Vaulting Services to the virtual resource pool identified in this Service Schedule during a Vaulting Test or Disaster. For the purpose of this section 7, a "Disaster" is defined as any unplanned Event or condition that renders Customer unable to use the Protected Servers for their intended computer processing and related purposes;
* The number and duration of tests of the recovery of Customer applications and data identified in this Service Schedule that allow Customer to validate use of its data and applications following such recovery (each a “Vaulting Test”); and
* Deletion of Customer data and applications from the virtual resource pool following the conclusion of a Disaster or Vaulting Test.

**7.7 Recover2Cloud for Vaulting – General**

Customer will provide its Disaster Declaration notice to Allstream in the manner described in the users’ guide (“Users’ Guide”) and will specify the Services identified in the Service Order required by Customer. A disaster declaration (“Disaster Declaration”) is the notification provided by one of Customer’s designated representatives to Allstream indicating that a Disaster has occurred. Allstream will provide access to the Users’ Guide via the Customer Portal http://www.mysungard.com.

Customer will:

* Resources during a multiple disaster (‘Multiple Disaster”). recover2cloud vaulting resources (“R2C Vaulting Resources”) are the facilities, equipment, network and other resources used to provide the Recover2Cloud for Vaulting Services identified on this Service Schedule.
* All R2C Vaulting Resources are designated by Allstream as priority resources (“Priority Resources or shared resources(“Shared Resources”) and are subject to change without notice, provided that Allstream shall not change the designation of an R2C Vaulting Resource at any time that a customer is using such resource during a Disaster;
* Customer will have priority rights of access to and use of R2C Vaulting Resources designated by Allstream as Priority Resources that are not then being used by other affected customers who previously declared Disasters;
* Customer and all other customers experiencing a Disaster will have equal rights of access to and use of Shared Resources, irrespective of the order in which Disasters occur or are declared and, in such cases, Customer will reasonably cooperate with Allstream and the other affected customers in the use of the Shared Resources; and
* Allstream will maintain records of its receipt of Disaster Declarations, which will be the exclusive basis for determining the order in which Disasters are declared
* Customer may use the R2C Vaulting Resources for thirty (30) days following a Disaster Declaration. If a Disaster continues for longer than the thirty (30) day period, Customer may continue to use the R2C Vaulting Resources; provided that this extended use is subject to immediate termination if and when any other customer declares a Disaster and requires use of the same R2C Vaulting Resources that Customer is using.
* Customer will comply with Allstream’s test scheduling (“Test Scheduling”) & cancellation policy (“Cancellation Policy”) set forth in the customer portal (“Customer Portal”). All Vaulting Tests are subject to immediate cancellation by Allstream if and when any other customer declares a Disaster and requests use of the Recover2Cloud Vaulting Resources being tested. Any such cancelled Vaulting Test will be rescheduled as soon as possible.
* Provide Allstream with encryption keys necessary for Allstream to restore Customer data and applications from the Vault during a Vaulting Test or Disaster;
* Duplicate any changes performed in Customer’s production configuration to the recovery configurations;
* Manage failback of Customer data and applications from the virtual resource pool following a Vaulting Test or Disaster;
* With respect to IBMi Protected Servers, provide Save System (“SAVSYS”) files necessary for data and application restoration prior to implementation of the Services and each time the Protected Servers’ operating systems are upgraded; and
* Comply with Allstream’s change management (“Change Management”) and notification policy (“Notification Policy”), located in the Customer Portal, and related to changes to Protected Server configurations (such as patches applied, upgrade of software, changes in IP address, etc.).
* One or more other customers (“other affected customers”) may declare a Disaster and require use of the same Recover2Cloud Vaulting Resources at the same time as Customer (“Multiple Disaster”). The following provisions are intended to avoid or minimize contention for Recover2Cloud Vaulting
1. **Server Replication Services**

**8. 1 Recover2Cloud for Server Replication – Features**

Allstream will provide the following, in accordance with the Customer completed design requirements form, for the number of Protected Servers identified in the Service Order:

* Analysis of the bandwidth between the Protected Servers and Allstream infrastructure required to support replication of Customer’s applications and data;
* Installation and configuration of software agents on the Protected Servers;
* 2 client VPN access licenses and site-to-site VPN connectivity between the Protected Servers and the Allstream storage system;
* Replication of Customer applications and data from the Protected Servers to Allstream’s Recover2Cloud infrastructure and storage of such applications and data in the amount of storage identified in the Service Schedule;
* Monitoring and management of the replication process;
* Customer notification of replication and storage detected errors and exceeded threshold levels;
* Remote access to Customer applications and data recovered from the Allstream Recover2Cloud infrastructure to the virtual resource pool(s) identified in the Service Schedule during a Replication Test or Activation;
* Failback of Customer applications and data from the virtual resource pool(s) to the Protected Servers following a Replication Test or Activation; and
* The number and duration of tests of the recovery of Customer applications and data identified in this Service Schedule that allow Customer to validate use of its data and applications following such recovery (each a “Replication Test”);
* If identified on the Service Schedule, manage and install the Allstream-provided operating system and software agents on the process servers.

**8.2 Recover2Cloud for Server Replication – General**

Customer will provide its Activation notice to Allstream in the manner described in the Users’ Guide. An “Activation” is the notification provided by one of Customer’s designated representatives to Allstream indicating that an Event has occurred. An "Event" is any planned or unplanned event or condition that renders Customer unable to use the Protected Servers for their intended computer processing and related purposes. Allstream will provide access to the Users’ Guide via the Customer Portal http://www.mysungard.com.Customer will:

* Configure the VPN connection where the Protected Servers are located;
* Provide Allstream reasonable access to the Protected Servers necessary for Allstream to conduct the bandwidth analysis and install, patch and manage the software agents installed by Allstream;
* For Windows-based Protected Servers, provide a non-OEM version of Windows;
* Comply with Allstream’s Change Management and Notification Policy, located in the Customer Portal, and related to changes to Protected Server configurations (such as patches applied, upgrade of software, changes in IP address, etc.);
* Obtain internet or IP bandwidth from Allstream or a Third Party adequate to support a daily average replication recovery point objective of fifteen (15) minutes or less;
* Provide process server devices or machines if Allstream is managing such devices or machines; and
* Maintain VMware versions, if applicable, and operating systems supported by Allstream, the underlying replication software and VMware (Customer will upgrade software if notified by Allstream of changes in version support).
* In the event that Allstream’s bandwidth analysis indicates that a greater amount of bandwidth than is specified in the Service Order is required to support replication, the Server Replication RTO SLA is void and Allstream may terminate this Service Order upon written notice, unless Customer executes an Allstream-provided amendment providing greater bandwidth. In the event that Allstream’s bandwidth analysis indicates that a lesser amount of bandwidth than is specified in the Service Order is required to support replication, Allstream will offer Customer the ability to reduce the bandwidth to such required amount.
* One or more other customers (“other affected customers”) may declare an Event and require use of the same R2C SR Resources at the same time as Customer (“Multiple Activation”). “R2C SR Resources” are defined as the facilities, equipment, network and other resources used to provide the Recover2Cloud for Server Replication Services identified on the Service Order. The following provisions are intended to avoid or minimize contention for R2C SR Resources during a Multiple Activation:
* All R2C SR Resources are designated by Allstream as “Priority Resources”. Customer will have priority rights of access to and use of R2C SR Resources that are not then being used by other affected customers who previously declared Activations; and
* Allstream will maintain records of its receipt of Activations, which will be the exclusive basis for determining the order in which Activations are declared.
* Customer may use the R2C SR Resources for 30 days following an Activation. If an Event continues for longer than the 30 day period, Customer may continue to use the R2C SR Resources; provided that this extended use is subject to immediate termination if and when any other customer declares an Event and requires use of the same R2C SR Resources that Customer is using.
* Customer may use R2C SR Resources and non-R2C SR Resources for use in customer replication tests (“Customer Replication Tests”). Customer will comply with Allstream’s Test Scheduling & Cancellation Policy set forth in the Users’ Guide. All Customer Replication Tests are subject to immediate cancellation by Allstream if and when any other customer declares an Activation and requests use of the R2C SR Resources being tested. Any such cancelled Customer Replication Test will be rescheduled as soon as possible.
* Storage in excess of the committed storage amount will result in the additional usage fee stated in the Service Order.
1. **Storage Services**

**9.1 Data Backup (Standard) Services – Features**

Allstream will provide the following for the capacity and number of Customer physical or virtual servers (“Protected Servers”), each as identified in the Service Order:

* Backup configuration, backup software installation on Protected Servers (if applicable) and execution in accordance with the Customer completed design requirements form;
* Retention of backup data for the period of time stated in the Service Order;
* Weekly offsite storage of backed up data;
* One (1) initial data restoration test to a Protected Server or alternate Customer-provided server; and
* Data restoration of lost or corrupted data to a Protected Server or alternate Customer-provided server upon Customer request.
	1. **Data Backup (Advanced) Services – Features**

Allstream will provide the following for the capacity and number of Customer physical or virtual servers (“Protected Servers”), each as identified in the Service Order:

* Backup configuration, backup software installation on Protected Servers (if applicable), and execution in accordance with the Customer completed design requirements form;
* Retention of backup data for the period of time stated in the Service Order;
* Daily offsite storage of backed up data;
* One (1) initial data restoration test to a Protected Server or alternate Customer-provided server; and
* Data restoration of lost or corrupted data to a Protected Server or alternate Customer-provided server upon Customer request.
	1. **Data Backup (Standard & Advanced) Services – General**

Customer will:

* Allow Allstream connectivity to Protected Servers as necessary for Allstream to perform the Data Backup Services;
* Provide Allstream administrative level user accounts to each Protected Server;
* Provide dedicated network interfaces for back up and management for each Protected Server; and
* Provide sufficient disk space for data restoration.

Data restoration requests for reasons other than data loss or corruption are limited to two (2) per month; additional requests may incur additional time and material based fees.

Allstream does not guarantee that backups will be completed within scheduled backup window(s) or that data restoration will occur within a defined period of time as both are dependent on the quantity of data to transfer and network bandwidth availability.

Allstream’s standard daily backup window begins at 6:00PM in the time zone where the Protected Servers are located and ends at 6:00AM in the same time zone the following day.

Incident resolution is limited to the backup infrastructure and is dependent upon Customer having provided dedicated management and administrative access.

Allstream does not represent that the Data Backup Services are compliant with Customer regulatory requirements.

Additional fees will be assessed for storage used by Customer in excess of the committed capacity identified in the Service Order.

**9.4 Managed Backup Services– Features**

Allstream will provide the following for the physical servers and virtual machines receiving Managed Backup Services (“Protected Servers”) in connection with the quantity of data identified in the Service Order:

* Installation and configuration of the Allstream-provided backup software (including agents, if applicable) in accordance with Allstream’s standard backup policies and the customer design requirements form;
* Definition of backup methodology for virtual environments, databases and applications;
* One initial data restoration test of a single file to a Customer-provided server;
* Retention of backed up data for the lesser of the period of time stated in the Service Order or the Term of the Service Order;
* Daily offsite replication of backed up data;
* Monitoring of and re-performance of detected backup failures
* Initiation of data restoration of lost or corrupted data (including individual databases, applications, and virtual environment objects, and files each to the extent supported by the underlying backup technology) to a Customer-provided physical server or virtual machine upon Customer request within 120 minutes of Customer request.

If identified in the Service Order, Allstream will provide retention of backed up data on Customer dedicated tapes for the lesser of the retention period stated in the customer design requirements form or the Term of the Service Schedule and, if specified by Customer, will encrypt backed up data using Customer-provided and retained passwords for encryption key generation

**9.5 Managed Backup Services – General**

Customer will:

* Provide Allstream information necessary to adequately determine the infrastructure required to back up the data including, but not limited to, the number of Protected Servers and the quantity if data to be backed up;
* Allow Allstream connectivity and administrative level user access to Protected Servers as necessary for Allstream to perform the Managed Backup Services;
* Provide at least two (2) dedicated network interface for backup and management for each Protected Server;
* Provide sufficient disk space for data restoration
* Provide required backup hosts for virtual environments

Data restoration requests for reasons other than data loss or corruption are limited to two (2) per month; additional requests may incur additional time and material based fees.

Due to backup size and associated bandwidth requirements, Allstream does not guarantee that full backups will be scheduled on a particular day, that they will be completed within scheduled backup window(s) nor that data restoration will occur within a defined period of time. Allstream is not responsible for backup or recovery failures caused by customer maintenance, Customer failure to adhere to Allstream’s standard backup policies; Customer use of or changes to Allstream backup scripts or procedures, Protected Server, Customer infrastructure or Customer application failure,

Allstream’s standard daily backup window begins at 6:00PM in the time zone where the Protected Servers are located and ends at 6:00AM in the same time zone the following day.

Incident resolution is limited to the backup infrastructure and is dependent upon Customer having provided dedicated management and administrative access.

Allstream does not represent that the managed backup services (“Managed Backup Services”) are compliant with Customer regulatory requirements.

Additional fees will be assessed for storage used by Customer in excess of the committed capacity identified in the Service Order.

Allstream will delete all Customer data residing on infrastructure located in an Allstream Facility, unless Customer provides written notice to Allstream requesting the data 90 days prior to the expiration or termination of the Services in which case Allstream will ship the Customer data on a commercially available readable format at Allstream’s then-prevailing rates for time, materials, and shipping.

For offsite tape-based data retention identified on the Service Order where Customer has elected to encrypt the backed up data, Allstream does not retain records of passwords for encryption key generation, in the event Customer does not have the necessary passwords, restoration of encrypted data cannot be performed. Allstream is not liable for restoration of backed up data from tape media more than one (1) year old where Allstream has maintained such media according to manufacturer specifications.

**9.6 Remote Managed Backup Services– Features**

Allstream will provide the following for the physical servers and virtual machines receiving Remote Managed Backup Services (“Protected Servers) in connection with the quantity of data identified in the Service Order:

* Installation and configuration of the Allstream-provided backup hardware and software (including agents, if applicable) in accordance with Allstream’s standard backup policies and the customer design requirements form;
* Definition of backup methodology for virtual environments, databases and applications;
* One initial data restoration test of a single file to a Customer-provided server;
* Retention of backed up data for the lesser of the period of time stated in the Service Order or the Term of the Service Order;
* Daily offsite replication of backed up data;
* Monitoring of and re-performance of detected backup failures
* Initiation of data restoration of lost or corrupted data (including individual databases, applications, and virtual environment objects, and files each to the extent supported by the underlying backup technology) to a Customer-provided physical server or virtual machine upon Customer request within one-hundred and twenty (120) minutes of Customer request.

If identified in the Service Order, Allstream will provide retention of backed up data on Customer dedicated tapes for the lesser of the retention period stated in the customer design requirements form or the Term of the Service Order and, if specified by Customer, will encrypt backed up data using Customer-provided and retained passwords for encryption key generation.

**9.7 Remote Managed Backup Services – General**

Customer will:

* Provide Allstream information necessary to adequately determine the infrastructure required to back up the data including, but not limited to, the number of Protected Servers and the quantity if data to be backed up;
* Allow Allstream connectivity and administrative level user access to Protected Servers as necessary for Allstream to perform the remote managed backup services (“Remote Managed Backup Services”);
* Provide at least one (1) dedicated network interface for backup and management for each Protected Server;
* Provide sufficient disk space for data restoration
* Provide necessary space, power, network, environmental controls, and related infrastructure to support and maintain the Allstream hardware and software installed in the non-Allstream Facility;
* Provide adequately sized network connectivity to Allstream facilities to perform the offsite data backup;
* Provide required backup hosts for virtual environments and bare metal recovery boot servers; and
* Remove Customer data, de-rack, pack and return to Allstream the Allstream-provided hardware and software according to Allstream’s reasonable instructions and within thirty (30) days of the termination of the Service.
* Customer hereby grants to Allstream the right to install any Allstream-provided equipment identified on the Service Schedule within the Customer premises and Customer will provide such equipment an operating environment equivalent or better than the equipment vendor’s specifications for electrical, airflow, and clearance. Customer shall not permit any liens to be placed against any Allstream-provided equipment or software.

Due to backup size and associated bandwidth requirements, Allstream does not guarantee that full backups will be scheduled on a particular day, that they will be completed within scheduled backup window(s) nor that data restoration will occur within a defined period of time. Allstream is not responsible for backup or recovery failures caused by customer maintenance, Customer failure to adhere to Allstream’s standard backup policies; Customer use of or changes to Allstream backup scripts or procedures, Protected Server, Customer infrastructure or Customer application failure,

Allstream’s standard daily backup window begins at 6:00PM in the time zone where the Protected Servers are located and ends at 6:00AM in the same time zone the following day.

Incident resolution is limited to the backup infrastructure and is dependent upon Customer having provided dedicated management and administrative access.

Allstream does not represent that the Remote Managed Backup Services are compliant with Customer regulatory requirements.

Additional fees will be assessed for storage used by Customer in excess of the committed capacity identified in the Service Order.

Allstream will delete all Customer data residing on infrastructure located in an Allstream Facility, unless Customer provides written notice to Allstream requesting the data ninety (90) days prior to the expiration or termination of the Services in which case Allstream will ship the Customer data on a commercially available readable format at Allstream’s then-prevailing rates for time, materials, and shipping

For offsite tape-based data retention identified on the Service Schedule where Customer has elected to encrypt the backed-up data, Allstream does not retain records of passwords for encryption key generation, in the event Customer does not have the necessary passwords, restoration of encrypted data cannot be performed. Allstream is not liable for restoration of backed up data from tape media more than one (1) year old where Allstream has maintained such media according to manufacturer specifications.

**10. Managed Vaulting**

* 1. **Managed Vaulting for NetApp Services– Features**

Allstream will provide the following, in accordance with the Customer completed design requirements form, for the data storage amount identified in this Schedule:

* Online access to centralized off-site automated disk-to-disk backup (“Vault”) and restoration of Customer’s protected data based on Customer defined backup schedules and retention periods;
* Seeding of the Customer’s data to the Vault;
* Monitoring of Customer NetApp environment that is backed up to the Allstream Vault and monitoring of the replication processes;
* Creation of a writable copy of Customer’s backed up data (Flexclone);
* The management and monitoring of the backup of data to Customer’s NetApp environment using Allstream supported software agents; and
* For any changes requiring Allstream implementation of Customer changes to the customer design requirements form, Allstream will complete such changes within two (2) days following Customer’s requested effective date for such change.

Allstream will complete such changes within two (2) days following Customer’s requested effective date for such change. If requested by Customer, Allstream will copy data from the Vault to a disk shelf and ship the disk shelf to the Customer-specified address. Allstream may provide the disk shelf, if available, or will advise Customer regarding the necessary specifications for the disk shelf and related hardware based on Customer identified configurations. If Allstream provides the disk shelf, Customer will promptly return such disk shelf to Allstream at Customer’s expense. Failure to return the disk shelf may result in Customer being invoiced for the replacement cost of the disk shelf.

* 1. **Managed Vaulting for NetApp Services – General**

 Customer will:

* Provide an Allstream-approved firewall;
* Execute successful regular local backups using NetApp snapshots;
* Report to Allstream any errors during the execution of regular local backups;
* Maintain LUN and/or database consistency with NetApp-supported tools or script products producing a valid recovery snapshot;
* Provide Allstream with at least thirty (30) days’ notice of anticipated non-typical large data change rates (i.e. greater than twenty five percent (25%) increase above current change rates); and
* Procure and install necessary software and hardware needed to perform the Services. Allow Allstream connectivity and administrative level user access to the Customer NetApp environment as necessary for Allstream to perform the Service;
* Provide necessary space, power, network, environmental controls, and related infrastructure to support and maintain all hardware and software installed in the Customer location required to provide the Services
* Provide adequately sized network connectivity to Allstream facilities to perform the offsite data backup;
* Remove Customer data from, de-rack, pack and return to Allstream, at Customer expense, the Allstream-provided hardware and software (if any) according to Allstream’s reasonable instructions and within thirty (30) days of the termination of the Service;
* Notwithstanding the General Conditions set forth below, Customer will complete and return the data deletion form provided by Allstream within fifteen (15) days of termination of the Service; if Allstream does not receive Customer’s completed form within that period of time, Allstream will permanently delete all Customer data residing on Allstream infrastructure.

Data restoration requests for reasons other than data loss or corruption are limited to two (2) per month; additional requests may incur additional time and material based fees. Allstream does not guarantee that replication will be completed within scheduled backup window(s) nor that data restoration will occur within a defined period of time. Allstream will notify customer if replication will not complete in requested window and assist in suggesting changes to Customer environment. Allstream is not responsible for backup or recovery failures caused by: customer maintenance; Customer use of or changes to Allstream replication procedures, or Customer infrastructure or Customer application failure. Additional fees will be assessed for storage used by Customer in excess of the committed capacity identified in the Service Order.

**11. Security Services**

**11.1 Managed Firewall & VPN Services – Features**

Allstream will provide the following for the number of firewalls identified in the Service Order:

* Firewall configuration and firewall policy changes in accordance with the Customer completed design requirements form;
* Five (5) VPN tunnels (site to site VPN or client VPN) or connectivity support to a compatible authentication device;
* Resolution of detected firewall problems;
* Retention of firewall logs for ninety (90) days;
* Creation of backup and restore firewall rules;
* ICMP/SNMP monitoring;
* Monitoring, Customer-notification and coordination of critical patch alerts;
* Management equipment services;
* Hardware installation services; and
* LAN equipment Services for an Allstream-provided production switch.

**11.2 Managed Firewall & VPN Services – General**

Customer is responsible for software management and configuration of Customer managed VPN end-point(s). Allstream does not monitor VPN persistence.

1. **Recovery As A Service**

**12.1 Recovery as a Service – Features**

Allstream will provide the following recovery of applications and data from Customer’s virtual machines, in accordance with the Customer completed design requirements documents, for the number of recovery virtual machines (“Recovery VMs”) and the compute resource pools identified in this Schedule:

* Configuration of the initial recovery plan setup on Customer’s protected storage environment, including fine tuning of the plan setup using an Allstream-performed recovery during the initial sixty (60) days following this Schedule commencement date;
* Manage the replication and recovery of the Recovery VMs of Recovery VMs;
* Hosting and management of the Recovery VMs on either Allstream-provided servers dedicated to the Customer (“Premium Suite”) Allstream-provided shared servers used by multiple customers (“Standard Suite”) each as identified on the Service Order;
* Customer notification of errors detected in the replicated storage environment;
* Perform testing of the recovery of Customer applications and data that allows Customer to validate use of its data and applications following such recovery (each a “ Recovery Test”), in the case of recovery as a service (“Recovery as a Service”) provided using the Standard Suite, the number and duration of such tests will be identified on the Service Order; and
* Deletion of any Customer data and applications from the Standard Suite Recovery VMs following the conclusion of a Recovery Test or Disaster.
	1. **Recovery as a Service – General**

Definitions:

For the purpose of this section 12 a "Disaster" is defined as any unplanned event or condition that renders Customer unable to use Customer infrastructure that accesses the storage devices located at the Customer premises for their intended computer processing and related purposes.

“R2C SRM Resources” are defined as the facilities, equipment, network and other resources (but excluding Customer dedicated servers provided as part of the Premium Suite) used to provide the Recovery as a Service.

“Disaster Declaration” is defined as the notification provided by one of Customer’s designated representatives to Allstream indicating that a Disaster has occurred. Customer will provide its Disaster Declaration notice to Allstream in the manner described in the Recovery Services users’ guide (“Users’ Guide”) and will specify the Services identified on this Schedule required by Customer. Allstream will provide access to the Users’ Guide via the Customer Portal http://www.mysungard.com.

Customer will:

* Unless separately contracted with Allstream, provide Allstream the target storage environment and the design requirement documents to maintain and monitor storage replication between the source storage devices and the target storage environment;
* Provide Allstream with snapped/de-crypted access to data stored in the target storage environment;
* Install the Allstream-specified software on the target storage environment by following the instructions provided during the initial recovery plan setup;
* Comply with Allstream’s Change Management and Notification Policy, located in the Recovery Services Portal, and related configuration changes to Customer’s environment (such as patches applied, upgrade of software, changes in IP address, etc.).
* One or more other customers (“other affected customers”) may declare a disaster and require use of the same R2C SRM Resources at the same time as Customer (“Multiple Disaster”). The following provisions are intended to avoid or minimize contention for R2C SRM Resources during a Multiple Disaster:
* All R2C SRM Resources are designated by Allstream as “Priority Resources” or “Shared Resources” and are subject to change without notice, provided that Allstream shall not change the designation of a R2C SRM Resource at any time that a customer is using such resource during a disaster;
* Customer will have priority rights of access to and use of R2C SRM Resources designated by Allstream as Priority Resources that are not then being used by other affected customers who previously declared disasters;
* Customer and all other customers experiencing a disaster will have equal rights of access to and use of Shared Resources, irrespective of the order in which disasters occur or are declared and, in such cases, Customer will reasonably cooperate with Allstream and the other affected customers in the use of the Shared Resources; and
* Allstream will maintain records of its receipt of disaster declarations, which will be the exclusive basis for determining the order in which disasters are declared.

Customer may use the R2C SRM Resources for 30 days following a Disaster Declaration. If a Disaster continues for longer than the 30-day period, Customer may continue to use the R2C SRM Resources; provided that this extended use is subject to immediate termination if and when any other customer declares a disaster and requires use of the same R2C SRM Resources that Customer is using. Customer will comply with Allstream’s Test Scheduling & Cancellation Policy set forth in the Recovery Services Portal. All Recovery Tests are subject to immediate cancellation by Allstream if and when any other customer declares a disaster and requests use of the R2C SRM Shared Resources being tested. Any such cancelled Recovery Test will be rescheduled as soon as possible.

Allstream may use onshore or offshore subcontractors to perform aspects of the Service delivery.

1. **Service Conditions**

**13.1 Hosting Services**

Allstream will provide Customer’s employees, agents and other authorized representatives as Customer may from time to time reasonably designate, 24-hour-a-day, 7-day-a-week access to the Allstream cabinets (“Allstream Cabinets”), secure cabinets (“Secure Cabinets”), secure pace (“Secure Spance”), secure cages (“Secure Cages”) or secure suites (“Secure Suites”) where the Customer-provided equipment is located. The Services shall be in a secure Facility monitored 24-hour-a-day, 7-day-a-week with card key access and closed circuit /tv monitoring, conditioned power utilizing UPS systems and backup generator capability. hosting services (“Hosting Services”) are subject to Allstream’s Site Access & Hosting Policy, as updated from time to time, located at www.Mysungard.com (“Customer Portal”). Customer will receive access to the Customer Portal and will enter one or more email address(es) for receipt of notices of changes to applicable Allstream Policies.unless otherwise contracted for by Customer in the Service Order, Customer will install, maintain, repair and replace all Customer-provided software and equipment to be supported by the hosting services (“Hosting Services”) using qualified and, if applicable, properly licensed agents or subcontractors. Allstream reserves the right to change the location or configuration of the Services, at Allstream’s sole expense, within the designated Allstream Facility or to another Allstream Facility; provided, however, that Allstream shall not arbitrarily or discriminatorily require such changes and that Allstream shall work in good faith with Customer to minimize any disruption to Customer’s Services. Allstream shall provide Customer with at least one-hundred and twenty (120) days prior written notice of such relocation or reconfiguration. In the event of a relocation, Customer shall have the right to terminate the Service Schedule without penalty by providing written notice within thirty (30) days after receipt of Allstream’s written notice. Allstream may proportionally increase the monthly fee associated with the provision of power, without surcharge or mark up, at any time by providing Customer with thirty (30) days prior written notice if the underlying utility provider increases Allstream’s fees. Customer’s total power draw on any circuit (or redundant circuit pair) may not exceed eighty percent (80%) of the rated amperage of that circuit (or of a single circuit in a redundant circuit pair). Customer’s power usage is limited to a power density of 6.5 kW per cabinet and 100 watts per square foot. Customer is responsible for providing necessary nineteen inch (19”) EIA rack-mounted power strips for 208/220 Volt power feed(s).Allstream may audit Customer’s power consumption and, if Customer is using redundant power in a non-redundant fashion or is otherwise drawing more power than permitted, then Allstream will notify Customer and Customer will have three (3) business days to either balance or reduce its power loads respectively. If Customer fails to balance or reduce its power loads as required above, Allstream may, in addition to any other rights and remedies, charge Customer for the non-redundant or additional power usage.

**13.2 Network Services**

All hardware and software will be provided by Customer unless otherwise identified in the Service Order. Allstream does not guarantee a time to fix hardware or software. Allstream will engage and manage vendors in accordance with the terms of the underlying maintenance agreement and is not responsible for vendor failure to deliver parts or repairs within maintenance agreement timelines.

* 1. **Monitoring Services**

Monitoring Services (“Monitoring Services”) (except for Monitoring Services: web server with transactions) are conducted at five (5) minute intervals. Customer notification is triggered by two consecutive negative polling responses. Monitoring Services detect only positive or negative ICMP/SNMP responses from direct NIC polling and do not detect SNMP traps. Monitored devices may generate false-positive alerts that are caused by network congestion or application activity. Customer will allow connectivity to Allstream’s monitoring infrastructure and provide a dedicated NIC. Monitoring Services may require a monitoring agent be installed on the device. Customer will install the agent and vendor required upgrades or updates, unless the device operating system is managed by Allstream. In the event there is more than one instance or partition of an operating system or application running on a monitored device, then the Allstream monitoring “unit” is per instance instead of per device or server.

* 1. **Vaulting Services**

Allstream’s delivery of the vaulting services (“Vaulting Services”) involves a Third Party vendor, and with respect to the Limitation of Liability and Customer Indemnification obligations contained in the Agreement, the Third Party vendor shall be deemed “Allstream”. Customer will:

* Secure and maintain telecommunication connectivity between the Customer premises where the source servers are located and the designated Allstream Facility;
* Encrypt all Customer data transmitted and stored using the Services; and
* Execute regular back-ups using the Vaulting Software and to report any errors in executing such back-ups; and
* Configure and implement Customer desired changes to the data sets backed up to the Vault, the frequency of backups to the Vault, and data retention periods within the Vault.
* With respect to the Third Party software used to provide the Vaulting Services (“Vaulting Software”):
* The Vaulting Software is licensed directly by the Third Party provider to Customer and is subject to the Third Party provider’s license agreement (“EULA”), a copy of which is available to Customer at the Customer Portal;
* In the event that Allstream installs or configures the Vaulting Software on behalf of Customer, Customer is deemed to have taken such actions and to have accepted the EULA;
* Vaulting Software upgrades, releases and/or patches are provided, to the extent available, directly by the Vaulting Software vendor Customer is responsible for implementing such changes to Customer servers on which the Vaulting Software is installed;
* All rights not specifically granted to Customer herein are expressly reserved for the Vaulting Software vendor. The Vaulting Software and all intellectual property rights therein are the exclusive property of the Vaulting Software vendor; and
* Upon termination or expiration of the Vaulting Services for any reason, all license rights in the Vaulting Software will immediately terminate and Customer will: (a) discontinue all use of the Vaulting Software; (b) erase all copies of the Vaulting Software from Customer's equipment; and (c) return all Vaulting Software media, manuals or access keys to Allstream within thirty (30) days.

For all appliances or devices shipped to Customer:

* Customer will pay all costs related to the shipping of the appliances or devices and risk of loss of the appliances or devices as Freight On Board from Allstream or Allstream’s Third Party provider premises;
* Maintenance of the appliances or devices is provided by a Third Party vendor and Customer maintenance requests should be communicated directly to such Third Party;
* Notwithstanding the included Third Party maintenance, the appliances and devices are provided to Customer “AS IS, WHERE IS” and Customer’s only recourse for any warranty or indemnification related to the appliances lies with the Third Party maintenance vendor;
* If Customer elects to purchase appliances or devices, Allstream retains a purchase money security interest therein until Allstream receives full payment for the items, and Customer shall promptly execute documents related thereto as requested by Allstream; and
* If Customer does not pay the fees under the Service Order when due, then, in addition to its other remedies, Allstream shall be entitled to repossess the appliances or devices.
	1. **Security Services**

Customer administrative access to Allstream devices used to provide security services (‘Security Services”) is not permitted. Customer may request copy of device configuration data. Allstream does not guarantee device failure time to fix. Allstream will maintain spare device inventory or engage and manage maintenance vendors in accordance with the terms of the underlying maintenance agreement. Allstream is not responsible for vendor failure to deliver parts or repairs within maintenance agreement timelines.

* 1. **General Service Conditions**

Allstream will provide technical support, problem resolution and change management in accordance with its Change Management and Notification Policy located in the Customer Portal except to the extent caused by Allstream’s negligence, in the event that unauthorized parties gain access to Allstream facilities through access cards, keys or other access devices provided to Customer, Customer shall be responsible for any damages incurred and the cost of replacing such devices .This Service Schedule does not create any interest in real estate and is strictly an agreement for the provision of services, which are personal in nature to the parties. Customer will not permit any Customer-related Third Party liens to be placed against all or any portion of the Services or any Allstream-provided equipment or software. Allstream shall perform such janitorial services, environmental systems maintenance, power maintenance and other services as are reasonably required to maintain the Allstream facilities used to provide Services. Prior to Customer’s occupancy, and during the Term of the Service Order, Customer will procure and maintain the following minimum insurance coverage: (i) Workers’ Compensation in compliance with all applicable statutes of appropriate jurisdiction; Employer’s Liability with limits of $500,000 each accident; (ii) Commercial General Liability with combined single limits of $2,000,000 each occurrence; and (iii) “All Risk” Property insurance covering the Customer-provided equipment. Customer shall provide to Allstream a certificate of insurance demonstrating that it has obtained the required insurance coverage prior to Customer’s use of the Services. Such certificate shall contain a statement that Customer shall notify Allstream of any material changes or cancellation promptly. Customer shall require any contractor accessing an Allstream Facility on its behalf to procure and maintain the same types and amounts of insurance as set forth above, Customer will not interfere with any other Allstream customer’s use of Allstream’s facilities or services. Customer represents and warrants that it has the full legal right to utilize any Customer-provided equipment and software. Within ten (10) business days of the termination or expiration of the Service Order, Customer will return, at Customer’s expense, all Allstream-provided equipment and software (whether located at a Customer or Allstream Facility), return Customer occupied areas within an Allstream Facility in the same condition as received (reasonable wear and tear excepted), and remove all Customer-provided equipment and software. If Customer fails to remove its equipment and software as required or if Customer fails to pay Allstream any amounts due, and such failure continues for more than thirty (30) days after receipt of Allstream’s written notice of nonpayment Allstream may disconnect and remove any or all of the equipment (including any data or software resident on such equipment), and store any Customer-provided equipment in a reasonable location for up to six (6) months, at Customer’s expense. Upon conclusion of the six (6) month period, Allstream may dispose of such equipment and any Customer data or applications without liability to Customer. Allstream may redeploy any Allstream-provided equipment in any manner in its sole discretion and shall delete all Customer software and data residing on such equipment before redeployment.

1. **Extended Use:**

During a Disaster, Customer may continue to use the selected Center-Based Recovery Services or the Network Services beyond the time periods stipulated in Sections 3 and 5 above, provided that any extended use is subject to immediate termination by Allstream if and when any other customer declares a disaster and requires use of the Recovery Resources being used by Customer.

1. **Comprehensive Disaster Recovery Support:**

Whenever Customer uses Services during a Disaster, the appropriate Allstream operations, communications, security, transportation, systems software and customer-support personnel (“Support Staff”) will provide comprehensive support to Customer on a 24-hour-a-day, 7-day-a-week basis, as needed. During a Disaster, Support Staff will also assist Customer in contacting vendors and in obtaining replacement equipment.

1. **Tests:**

After the execution of this Service Schedule, Allstream and/or Allstream will either: notify Customer of available times to schedule a training workshop at an Allstream Facility; or provide instructions to Customer to conduct a computer based training workshop. Customer may use certain Services to test its disaster recovery capability ("Test") for the number of Test periods stipulated in Section B of the Service Order (“Test Periods”). Each Test Period entitles Customer to eight (8) hours of consecutive Test time per contract year during the Initial Term at a designated Allstream Facility, on a non-cumulative basis. During each Test, Allstream's Support Staff will provide reasonable supplies and support to Customer as needed, subject to availability. In order for Allstream to provide support to Customer for a scheduled Test, all Test plans must be provided to Allstream at least three (3) weeks prior to this scheduled Test date. Upon receipt of Customer’s Test plan, Allstream will then assign Support Staff to review Customer’s Test plan and coordinate Test support activities. Customer will schedule Tests at least four (4) months in advance. Test time is available on a 24-hour-a-day, 7-day-a-week basis. Any Test Period(s) cancelled by Customer less than forty-five (45) days before this scheduled date will be applied against Customer's annual allotment

of Test Periods, unless Allstream is able to utilize the cancelled time to provide test time to another customer. All Tests are subject to immediate cancellation or termination by Allstream, and will be rescheduled as soon as possible, if and when any other customer declares a disaster and requests use of the Services being tested.

**16.1 E-Testing Program**

Customer may, at its option, elect to participate in Allstream’s e-testing program (“E-Testing Program”). The E-Testing Program is a web-based service to facilitate efficiency of pre-Test communications, by allowing Customer to complete and submit Test plans online for any scheduled Test. Customer may only use the E-Testing Program for its own internal purposes when testing certain Services with Allstream. Allstream may change or discontinue the E-Testing Program in its sole discretion. Allstream is not liable to Customer for any damages incurred by Customer as a result of Customer’s access to, use of, or retrieval of Customer’s Test plans, including damages caused by any viruses. Allstream represents that it will not knowingly code or introduce any virus or other disabling code into the systems used to provide the E-Testing Program or Customer’s Test plan (“Systems”). Allstream will use reasonable efforts to assist Customer, at no charge, in mitigating the effects of any virus that is coded or introduced into the Systems by Allstream.

* 1. **Test Services**

Allstream’s testing services are designed to provide reliable and repeatable Tests of operating system, application and data restorations (“Test Services”) during a Customer Test. Whenever Customer schedules a Test of the Services, the Test Services provided by Allstream to Customer will be the Test Services selected by Customer for the configurations identified in Section B of the Service Order.

1. **Software:**

All systems and utility software that Allstream has installed on the equipment used to provide the Services may be used by Customer during a Disaster or a Test.

1. **Technology Exchange:**

Upon Customer's request, Allstream will provide a list of computer and communications equipment that is then currently available to enhance the Services. Customer may exchange certain components of its configuration for hardware representing newer technology, by giving written notice to Allstream and signing an appropriate statement of work or addendum to this Service Schedule; any increase to the fees will be identified in any such statement of work or addendum.

1. **Hotline:**

Allstream will maintain a toll-free customer support telephone service, on a 24-hour-a-day, 7-day-a-week basis, that Customer may use as needed and to report a Disaster.

1. **Maintenance and Use of Recovery Resources:** The facilities, equipment, network and other resources used by Allstream to provide the Services ("Recovery Resources") will be maintained and used in accordance with the following:
	1. **Maintenance**

Allstream will maintain vendor-specified operating environments at its facilities and in its vehicles used to provide the Services. Allstream will adhere to vendor-recommended procedures and policies for proper maintenance of the Recovery Resources, including necessary remedial maintenance and regularly scheduled preventive maintenance. Allstream will maintain the Recovery Resources in a state of readiness at all times, consistent with the obligations under this Service Schedule.

**20.2**. **Significant Changes**

Allstream may change the Recovery Resources at its sole discretion, provided that Allstream will provide Customer with at least sixty (60) days prior written notice before making any significant change that may substantially and adversely impact Customer. Customer will then have a reasonable number of free additional Test Periods to Test the affected Services. If, in Customer's reasonable judgment, any such change substantially and adversely impacts Customer to the extent that Customer can no longer use the affected Services, then Customer may terminate the affected Services, without any applicable Termination Charges, by giving written notice to Allstream within five (5) days after Customer first uses the affected Services for either a Test or Disaster.

**20.3 Audits**

At any time, except when the Recovery Resources are being used during another customer’s Disaster or

Test, Customer may, at its expense and upon fifteen (15) days prior written notice to Allstream, audit the Recovery Resources to verify Allstream's compliance with this Service Schedule. Allstream will also permit any regulatory authority having jurisdiction over Customer to inspect the Recovery Resources. Allstream will, at its expense, have the Recovery Resources annually reviewed by an independent third-party auditor, whose reports will be furnished to Customer once per annum upon request.

**20.4 USER GUIDE AND STANDARD PROCEDURES**

Allstream will maintain reasonable and uniform policies regarding security, safety, operations and other procedures for accessing and using the Recovery Resources during Disasters and Tests. In the case of network resources, these policies incorporate the policies, rules and regulations of Allstream’s underlying network and Internet service providers (“Network Policies”). All Network Policies are included in Allstream's on-line “User Guide for the Recovery Services” (“User Guide”) and in other written documents provided by Allstream to Customer from time to time. Customer will receive on-line access to Allstream's User Guide and all applicable updates and revisions, as and when issued. Access is available at <http://www.mysungard.com>. Customer will comply with the Network Policies and User Guide in all material respects and will use all Recovery Resources in accordance with manufacturer specifications. Before the conclusion of any Test or Disaster, Customer will remove, erase or destroy all confidential Customer information it maintained in any form, recorded on any medium, or stored in any storage system as part of its use of the Services.

**20.5 SPECIAL PROCEDURE**

If Customer gives written notice to Allstream describing any special data protection or other security procedures used by Customer, then Allstream will use reasonable efforts to help implement those procedures whenever Customer is using the Recovery Resources. Customer is responsible for any additional expenses reasonably incurred by Allstream in implementing Customer's special procedures. Customer is responsible for the encryption of Customer data when utilizing any Recovery Resources.

**20.6 MOBILE RESOURCES**

Title to all of the Recovery Resources used to provide Mobile Recovery Services ("Mobile Resources"), wherever located, will remain in Allstream, except for any “Quick Ship Equipment” to which Customer properly exercises its purchase option, if any, as described in Section B of the Service Order. With respect to any Mobile Resources for which the destination is not a Allstream Facility, Customer will: (a) obtain or provide, at Customer’s expense, all permits, landlord consents and other authorizations, and all communications, power and other utility lines and equipment, needed to possess, locate or use the Mobile Resources at that destination; (b) be responsible for the security of the Mobile Resources at that destination; (c) with respect to any Allstream vehicle, provide a suitable location for Allstream to park the vehicle (which location Allstream may disapprove in its reasonable discretion); (d) not relocate the Mobile Resources without Allstream's prior written consent which will not be unreasonably withheld; (e) comply with Allstream's return delivery or shipment instructions when Customer's use or right to use the Mobile Resources during a Disaster or Test ends; and (f) provide a proper operating environment for the Mobile Resources if the Mobile Resources do not include a Allstream vehicle.

**20.7 NETWORK RESOURCES**

Allstream will privately manage the SGN as a protocol-independent, multi-layer network. After Customer has been switched onto the SGN, the applicable Network Services will be available on a 24-hour-a-day, 7-day-a-week basis excluding downtime attributable to routine and preventative maintenance. The Network Services are provided subject to the availability of the necessary services by Allstream’s underlying network and Internet service providers. Allstream may, without penalty and by providing Customer with sixty (60) days prior written notice (or such longer notice as may be provided to Allstream by the underlying network and internet service provider), terminate the Service Order or withhold provision of the Network Services if: (a) Allstream’s underlying network and Internet service providers withdraw or substantially alter any underlying tariff(s) resulting in a material, adverse effect on Allstream’s operational or financial ability to provide the Network Services; or (b) any public utility commission or other regulatory authority asserts jurisdiction over the Network Services, such that Allstream would be required to submit to common carrier, public utility or other regulation to which Allstream is not subject upon the Customer Signature Date. In the event of termination of the Service Order or withholding of provision of the Network Services as described in the preceding sentence, Customer will receive a prorated refund of any fees paid for the Network Services subsequent to the date of termination.

**20.8 FEES AND EXPENSES**

Customer is responsible for:

* any applicable Disaster fees as indicated on Section A of the Service Order;
* all communications and similar Third Party charges resulting from Customer's use of the Recovery Resources;
* all power, fuel and other utility charges resulting from Customer's extended use of the Recovery Resources;
* all costs associated with the transportation, delivery, operation and ongoing support of Mobile Resources used by Customer; and
* all costs associated with the installation and de-installation of Mobile Resources used by Customer at non-Allstream locations.
1. **MULTIPLE DISASTER:**

Customer's rights of immediate and exclusive use of the Services is subject to the possibility that one or more other Allstream customers ("Other Affected Customers") could declare a disaster at the same time as (or before or after) Customer and require use of the same Recovery Resources at the same time as Customer ("Multiple Disaster").

**21.1 PRIORITY RESOURCES AND SHARED RESOURCES**

All Recovery Resources are available on a priority use basis ("Priority Resources") except for those designated by Allstream as available on a shared use basis ("Shared Resources"). Allstream’s designation of Shared Resources is made in its reasonable discretion and is subject to change without notice.

**21.2 ACCESS AND USE PROCEDURES**

Access to and use of Recovery Resources during disasters depends upon whether the Recovery Resources are Priority Resources or Shared Resources and, with respect to Priority Resources, the order in which disasters are declared. Allstream will maintain records of its receipt of disaster declaration notices, which will be the exclusive basis for determining the order in which disasters are declared.

Customer will have priority rights of access to and use of applicable Priority Resources that are not then being used by Other Affected Customers who previously declared disasters. Use of such Priority Resources is exclusive for as long as Customer is entitled to use them under Section 2.

Customer and all Other Affected Customers will have equal rights of access to and use of applicable Shared Resources, irrespective of the order in which disasters occur or are declared. Use of Shared Resources may be exclusive at times, but remains subject to the possible need for shared or allocated use with Other Affected Customers. In an effort to avoid the need for shared or allocated use of any Shared Resources, Allstream will, to the fullest extent possible under the circumstances, take full advantage of, and provide access to, all of its other available Shared Resources.

If both applicable Priority Resources and Shared Resources are available, Customer may choose which type to use.

Customer will cooperate with Allstream and all Other Affected Customers as reasonably required under the circumstances, including coordinating the efficient use of Recovery Resources.

Notwithstanding the foregoing provisions in this Section 20, if a Multiple Disaster is widespread or extreme, Allstream may implement emergency procedures that are necessary, in Allstream's reasonable judgment, to allocate Recovery Resources in order to address applicable national interests and comparable concerns.

1. **ULTIPLE DISASTER PROTECTION:**

To lower the probability of a Multiple Disaster, Allstream will:

* Not grant other customer any greater rights of access to or use of the Recovery Resources than are granted to Customer under this Service Schedule.
* Not enter into an agreement to provide use of any Recovery Resources at a time when customer is currently experiencing a disaster.
* Discourage unnecessary disaster declaration notices. Disaster Declaration fees, as provided in Section A of the Service Order will be charged whenever a customer declares a disaster.
* Discourage unnecessary use of the Recovery Resources. Daily Usage fees, as provided in Section A of the Service Order, will be charged for use of the Recovery Resources other than for Tests.
1. **CRISIS MANAGEMENT:**

Whenever Allstream learns of an approaching storm or other situation that might cause a Multiple Disaster, Allstream will monitor the situation and use reasonable efforts to coordinate contingency plans with all of its potentially affected customers.

1. **SERVICE LEVEL AGREEMENTS (SLA)**

**24.1 Services – Notification**

Agreement. Allstream will notify Customer, in the manner requested by Customer in the Customer Portal, within fifteen (15) minutes after Allstream has conducted reasonable preliminary investigation verifying that the Services or Customer equipment monitored by the Services are unavailable.

Remedy. If Allstream fails to meet the Notification SLA, Customer is entitled to a credit equal to 3% of the Service Schedule’s Monthly Fee for each failure in a that month. In the event that, Customer notifies Allstream, within the fifteen (15) minute period, regarding unavailability of equipment or Services, this remedy is not operational.

**24.2 Hosting Services – Power Availability**

Agreement. Power will be available 100% of the time to the equipment supported by the Hosting Services. The SLA is only available to equipment i) connected to redundant power circuits that are not exceeding eighty percent (80%) of the power capacity of one of the circuits; and ii) supporting multiple redundant power feeds or connected to a static switch. Power availability is measured on a monthly basis as the unscheduled time that dual power feeds were simultaneously unavailable.

Remedy. If Allstream fails to meet the Power Availability SLA, Customer is entitled to a credit equal to the percentages identified in the table below for each month in which the failure occurred:

Power Availability Percentage Service Credit (% of Service Schedule’s Monthly Fee)

 ≥99.7% and <100% 10%

 ≥99.5% and <99.7% 20%

 <99.5% 40%

**24.3 Network Services – Managed Internet Access**

Agreement. The Allstream connection to the carrier network interface will be available 99.99% of the time measured on a monthly basis by computing the total number of successful attempted connections to the carrier as a percentage of the total number of attempted connections.

Remedy. If Allstream fails to meet the Internet Access SLA, Customer is entitled to a credit as set forth below for each month in which the failure occurred:

Internet Availability Percentage Service Credit (% of the Service Schedule’s Monthly Fee)

≥99.9% and <99.99% 10%

≥99.5% and <99.9% 15%

≥99.0% and < 99.5% 25%

< 99.0% 50%

* 1. **Network Services – Basic Internet Access**

Agreement. The Allstream connection to the carrier network interface will be available 99.9% of the time measured on a monthly basis by computing the total number of successful attempted connections to the carrier as a percentage of the total number of attempted connections.

Remedy. If Allstream fails to meet the Internet Access SLA, Customer is entitled to a credit as set forth below:

Internet Availability Percentage Service Credit (% of Basic Internet Service Monthly Fee)

≥99.5% and <99.9% 10%

≥99.0% and < 99.5% 15%

< 99.0% 25%

* 1. **Network Services – Network Hardware Availability**

Agreement. Network hardware components provided by Allstream as part of managed firewall services (“Managed Firewall Services”), managed intrusion prevention (Network) services ,(“Managed Intrusion Prevention (Network) Services”) managed intrusion detection (Network) services (“Managed Intrusion Detection (Network) Services”), unified threat management standard and high availability services Unified Threat Management Standard and High Availability Services”), LAN equipment services (“LAN Equipment Services, WAN equipment services (“Wan Equipment Services”) and managed load balancing services (Managed Load Balancing Services”) shall be operational and available to Customer on a monthly basis as set forth below:

* Redundantly configured components 99.95%
* Non-Redundantly configured components 99.5%

Allstream shall measure the network at five (5) minute intervals and, on a monthly basis, compute the number of failed measurement responses as a percentage of the total number of measurements.

Remedy: If Allstream fails to meet the Network Hardware SLA for two (2) months in any three (3) consecutive month period, Customer is entitled to a credit equal to ten percent (10%) of the Service Schedule’s Monthly Fee for each month in which the failure occurred.

* 1. **Vaulting Services – Vault Availability**

Agreement. The Vault shall be operational and available for Customer data transmission 99.99% of the time (“Vault Availability”). Vault Availability will be measured on a monthly basis utilizing internal monitoring software.

Remedy. If Allstream fails to meet the Vault Availability SLA, Customer is entitled to a credit equal to ten (10%) of the Service Schedule’s Monthly Fee for the month in which the failure occurs.

* 1. **Recover2Cloud for Vaulting Recovery Time Objective (RTO**)

Agreement. Allstream will recover and make available to Customer, Customer applications and data within Twenty-four (24) hours of commencement of a Disaster Declaration or Vaulting Test; provided that, this SLA does not amend, modify or otherwise alter the Multiple Disaster provisions concerning Recover2Cloud Vaulting Resource use and allocation. The SLA does not apply if Customer i) fails to correctly vault its data and applications; ii) uses non-current versions of the Vaulting Software or fails to apply Vaulting Software patches and updates; or iii) makes changes to Protected Server configurations not in compliance with Allstream’s Change Management and Notification Policy.

Remedy. If Allstream fails to meet the Recover2Cloud for Vaulting RTO SLA, Customer is entitled to a credit equal to the Monthly Fee for the month in which the failure occurs. Notwithstanding the termination right described below in the “SLA Conditions”, Customer may terminate this Service Schedule if Allstream fails to meet the Recover2Cloud Vaulting RTO SLA two (2) times within any twelve (12) month period by providing Allstream advance written notice no later than sixty (60) days following the second SLA failure.

* 1. **Recover2Cloud for Server Replication RTO**

Agreement. Allstream will recover and make available to Customer, Customer applications and data within four (4) hours of commencement of an Activation or Replication Test; provided that, this SLA does not amend, modify or otherwise alter the Multiple Activation provisions concerning R2C SR Resource use and allocation. The SLA does not apply if Customer makes changes to Protected Server configurations not in compliance with Allstream’s Change Management and Notification Policy.

Remedy. If Allstream fails to meet the Recover2Cloud for Server Replication RTO SLA, Customer is entitled to a credit equal to the Monthly Fee for the month in which the failure occurs. Notwithstanding the termination right described below in the “SLAs General”, Customer may terminate the Service Schedule if Allstream fails to meet the Server Replication RTO SLA two (2) times within any twelve (12) month period by providing Allstream advance written notice no later than sixty (60) days following the second SLA failure.

* 1. **Service Level Agreement (“SLA”) Managed Vaulting for NetApp Services – Vault Availability**

Agreement. The Vault shall be operational and available for Customer data transmission 99.5% of the time (“Vault Availability”). Vault Availability will be measured using a standard uptime formula (i.e. total down time/total time) on a monthly basis utilizing internal monitoring software.

Remedy. If Allstream fails to meet the Vault Availability SLA, Customer is entitled to a credit equal to 10% of this Schedule’s Monthly Fee for the month in which the failure occurs.

* 1. **Managed Vaulting for NetApp Services – Flexclone Creation SLA**

Agreement. If Customer receives Recovery Services from Allstream, then Allstream will make Customer’s data vaulted using the Managed Vaulting for NetApp Services available for use with such Recovery Services within two (2) hours of the commencement of a Recovery Test of or Disaster declaration requiring those Recovery Services.

Remedy. If Allstream fails to meet the Flexclone Creation SLA, Customer is entitled to a credit equal to this Schedule’s Monthly Fee for the month in which the failure occurs.

* 1. **Service Level Agreement (“SLA”) - Recovery as a Service RTO**

Agreement. Allstream will recover Customer applications and data within the time frames set forth below of commencement of a Disaster Declaration or Recovery Test; provided that, this SLA does not amend, modify or otherwise alter the Multiple Disaster provisions concerning R2C SRM Resource use and allocation. The SLA does not apply if Customer i) fails to correctly replicate its data and applications; ii) uses software and hardware not supported by Allstream; iii) uses any backup or de-duplication technology that requires restoration in conjunction with storage replication; and iv) makes configuration changes to Customer’s environment not in compliance with Allstream’s Change Management and Notification Policy.

Quantity of Recovery VMs Always-ON Suite RTO (in hours) On-Demand Suite RTO (in hours)

≤ 250 8 4

≤ 500 10 6

≤ 750 12 8

Greater than 751 10 16

Remedy. If Allstream fails to meet the Recovery as a Service RTO SLA, Customer is entitled to a credit equal to the Monthly Fee for the month in which the failure occurs. Notwithstanding the termination right described below in the “SLAs General”, Customer may terminate this Schedule if Allstream fails to meet the Storage Replication RTO SLA two (2) times within any twelve (12) month period by providing Allstream advance written notice no later than sixty (60) days following the second SLA failure.

1. **SLAS General**

If Allstream fails to meet the same SLA three (3) times within any twelve (12) month period, Customer may terminate the Service Schedule by providing Allstream advance written notice no later than sixty (60) days following the third SLA failure. In addition to the foregoing, failure to meet the same Service Level in respect of a particular hosting Client under a Service Schedule three (3) times in any Contract Year of that Service Schedule shall entitle the Customer to terminate that Service Schedule pertaining to such hosting Client upon ninety (90) days prior written notice to Allstream. If Allstream fails to meet an SLA, Customer is entitled to receive the applicable credit as Customer’s sole monetary remedy. In no event will the total credits for all occurrences during a month exceed the Service Schedule’s then current Monthly Fee. Credits and termination rights accrue solely with respect to the root or primary SLA failure and not for SLA failures that occur as a result of a root or primary SLA failure.

Allstream will not be responsible for the failure to meet an SLA if the failure is caused by:

* A breach of the Master Agreement by Customer, its employees, subcontractors or agents (“Customer Representatives”);
* The negligence or intentional acts or omissions of Customer or Customer Representatives (including Customer retention of root or admin access and changes to data or configurations);
* Scheduled maintenance (including upgrades, repair or component replacement or scheduled backups) or other mutually agreed-to downtime;
* In the case of Enterprise Cloud Services, the absence of a patch, repair, policy, configuration or maintenance change recommended by Allstream but not approved by Customer, or configurations or architectures that are not supported or recommended by the applicable vendor; or
* Equipment malfunction (provided said equipment has been maintained by Allstream in accordance with the terms of the Agreement), scheduled maintenance (including upgrades, repair or component replacement or scheduled backups) or other mutually agreed-to downtime, or the failure of any software to perform in accordance with its specifications (“Software Failure”) and such Software Failure is not caused by Allstream’s negligence, willful misconduct or failure to maintain a maintenance contract on such software. In the event of a Software Failure, if in the reasonable discretion of Allstream and Customer, such Software Failure cannot be corrected, Customer may, as its sole and exclusive remedy, terminate the Service Schedule without penalty, upon written notice to Allstream.

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| --- | --- | --- |
| **Allstream** |  | **enter cUSTOMER name here** |
|  |  |  |
| Signature: |  |  | Signature: |  |
|  |  |  |  |  |
| Name: |  |  | Name: |  |
| Title: |  |  | Title: |  |
|  |  |  |  |  |
| Date: |  |  | Date: |  |