**SERVICE SCHEDULE**

**MANAGED WAN/LAN SERVICES**

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

This Managed WAN/LAN 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.

1. **DEFINITIONS.** The following additional definitions shall apply to the Services:
   1. **Bandwidth** – the amount of data (quantified as Mbps (“M”) or Gbps (“G”)) made available to Customer as specified in a Service Order, or in the event of usage based billing, the amount of data actually transmitted.
   2. **Bandwidth Commitment** - the Customer’s commitment, in a given month to pay for a certain level of Bandwidth. Customer agrees to pay the monthly charges specified on the Service Order as a minimum monthly charge regardless of actual usage. A Bandwidth Commitment must be specified on a Service Order to be applicable.
   3. **Burst Bandwidth** - the amount of Bandwidth usage, based on the 95th Percentile Calculation, in excess of a Bandwidth Commitment. Any usage in excess of the Bandwidth Commitment will incur additional MRC based on the 95th Percentile Calculation. Burst Bandwidth must be specified on a Service Order to be applicable.
   4. **Business Days -** All Intervals are measured in standard working days. Statutory holidays are governed by the legislation of the applicable province.
   5. **CE –** Customer Equipment located on the customer premises that provides an Ethernet interface between the customer's LAN and Allstream’s core network.
   6. **Customer Circuit-** A customer circuit is defined as a standard IPVPN service which consists of a single access facility and port, single PVC, and a single Allstream provided CE.
   7. **Customer Network** - Includes all customer premises networking equipment supplied and operated by Allstream, access links and all interconnecting elements that connect to the Allstream Core IPVPN Network. Does not include the CE where customer has requested the CE to be unbundled from the Service**.**
   8. **Point of Demarcation** is the Ethernet port of the Allstream provided CE facing the Customer Network.
   9. **QOS -** Quality of Service - measure of performance for a transmission system that reflects its transmission quality and service availability.
   10. **Special Assembly-** Any non-standard service provided by Allstream in which the design or pricing must be developed on a custom basis.
   11. **TBD-** To Be Determined.
   12. **7/24/365 -** Seven days a week, 24 hours a day, 365 days a year.
2. **PRODUCT OVERVIEW**
   1. **Managed WAN -** The Managed WAN Service (MWAN) offering is a series of network professionals, operational computerized tools and formal processes for customer interaction that bring true value to business clients. Together these components provide greater stability and manageability for the client’s investment in Allstream’s network. This out-tasking of various packaged Network Management functions to Allstream allows avoiding unnecessary investment in monitoring tools and the expense of acquiring and retaining of a deep bench of networking staff to achieve success**.**
      1. **Managed IPVPN –** A service based on MPLS (Multi-protocol label switching) that is scalable while providing the quality of service and supporting multiple access types including but not limited to Ethernet, xDSL, and Ethernet over bonded copper.
3. **PRODUCT DESCRIPTION**
   1. **Managed WAN**

Allstream’s Managed WAN Services comes in two flavors – *Basic Management* and *Advanced Management*, providing different levels of Change management support, network reports and SLA

* + 1. **Service desk incident management**: Allstream proactively monitors the Customer’s network for significant, pre-defined events and thresholds 24 hours a day, 7 days a week. Includes auto-incident ticket processing with Customer notification. Alternatively, Customer can initiate break-fix support with a call to Allstream’s toll-free service desk
    2. **CE hardware and software support:** Upon detection of a hardware fault, a technician is dispatched to the affected Customer site for replacement or repair. Allstream stores configuration files for retrieval if required and upgrades the Internetworking Operating System (IOS) when required to maintain applicable service levels.
    3. **Change Management**: A formal, disciplined change management process that promotes network stability during all requested technology changes. To determine when a “Request for Change” (“RFC”) can be best implemented RFCs are classified based on: risk, size, complexity, resource requirements and impact to network design. A RFC is submitted to Allstream by e-mail and tracked in Allstream’s ticketing system.
    4. **Network Reports**: Allstream’s operational and performance level reporting displays real-time traffic reports and allows Customer and Allstream’s support team to efficiently monitor the network and troubleshoot.

1. **EQUIPMENT AND INSTALLATION.**
   1. **Allstream Equipment.** Allstream, or its agent, may provide, install, maintain, repair, operate and control Allstream’s equipment (“**Allstream Equipment**”). Allstream’s Equipment shall remain the sole and exclusive property of Allstream, and nothing contained herein shall give or convey to Customer, or any other person, any right, title or interest whatsoever in Allstream’s Equipment, notwithstanding that it may be, or become, attached to, or embedded in, realty. Customer shall not tamper with, remove or conceal any identifying plates, tags or labels identifying Allstream’s ownership interest in Allstream’s Equipment. Customer shall not adjust, align, attempt to repair, relocate or remove Allstream’s Equipment, except as expressly authorized in writing by Allstream. Customer shall be liable for any loss of or damage to Allstream’s Equipment caused by Customer’s negligence, intentional acts, or unauthorized maintenance and shall reimburse Allstream for the same, within thirty (30) days after receipt by Customer of a request for reimbursement. Customer at its sole cost and expense shall be required to obtain space and power to support Allstream Equipment for the Service for the duration of the Service Term.
   2. **Access and Customer Premises Obligations.** Customer, at its sole cost and expense, shall provide Allstream with access to all Customer locations for purposes of installation, maintenance, and repair of Allstream Equipment on Customer premises. For purposes of the preceding sentence, “access” shall include without limitation any necessary license(s) to access the building and or property for the duration of the Service Term. However, notwithstanding Customer’s responsibility, if Allstream is required by a third party to obtain and maintain any such license to access the building or property, Customer agrees to reimburse Allstream for its costs related to obtaining and maintaining such licenses during the Service Term. Allstream shall provide reasonable notice under the circumstances to Customer prior to entering Customer’s point of presence to install, maintain or repair any of the Allstream Equipment. Customer will provide a safe place to work and comply with all applicable laws regarding the working conditions on the Customer premises.
   3. **Customer Equipment.** Customer is responsible, at its sole cost and expense, for connecting to the Point of Demarcation specified in the Service Order. Equipment and service beyond the Point of Demarcation and/or interconnection between Allstream’s facilities and terminal equipment and the wiring at the Point of Demarcation shall be the responsibility of Customer (“**Customer Equipment**”). Customer must procure and maintain, at its sole cost and expense, Customer Equipment which is technically compatible with the Service and the Allstream network. Allstream shall have no obligation to install, maintain or repair any non-Allstream Equipment, including any Customer Equipment. If, on responding to a Customer initiated service call, Allstream reasonably determines that the cause of the service deficiency was a failure, malfunction or the inadequacy of equipment other than Allstream’s Equipment, Customer shall compensate Allstream for actual time and materials expended during the service call.
2. **SERVICE REQUESTS AND DELIVERY**.
   1. **Service Activation**. After Allstream has determined that the Service conforms to the relevant Service Specifications, Allstream will notify Customer that the Service is activated, meets the Service Specifications and is available for use by Customer (“**Service Activation Notice**”). The “**Service Activation Date**” shall be the earlier of (i) the date on which Customer begins using the Service for any purpose other than testing; or (ii) the date that Allstream has sent the Service Activation Notice to Customer. Customer shall have two (2) days in which to notify Allstream that it is rejecting the Service because the Service does not meet the Service Specifications. If Customer has notified Allstream within such two (2) day period that the Service does not meet the Service Specifications, then Allstream shall take such steps reasonably necessary to cause the Service to meet the Service Specifications, at which time Allstream shall issue a new Service Activation Notice and the acceptance process above shall be repeated. Customer’s failure or delay to test the Service or failure or delay to utilize the Service on or after the Service Activation Notice date shall not prevent Allstream from billing Customer for the Service.
   2. **Incrementally Delivered Services.** Unless otherwise specified in a Service Order, Allstream may incrementally deliver individual Services, when ready, which may result in different Service Activation Dates for such incrementally delivered Services. For multipoint Services, Allstream may incrementally deliver Service to each Customer location when ready. The Service Term for incrementally delivered multipoint Services shall begin on the Service Activation Date of the first location and/or circuit delivered and shall end after the period specified as the Service Term from the Service Activation Date of the last location and/or circuit delivered. Unless otherwise set forth in a Service Order, the charges associated with a delivered service will be based upon Section 1.2; additionally any Bandwidth Commitment for an incrementally delivered service will be proportionally reduced to reflect the number of locations incrementally delivered out of the total number of locations included under such Bandwidth Commitment and Burst Bandwidth will be determined by using the level then in effect as of the last day of each calendar month.

**6. THIRD PARTY SERVICES:** Allstream’s Services may incorporate services provided by a third party (“Third Party Provider”), including, but not limited to, interconnect services (collectively “Third Party Services”).  The costs of Third Party Services will be reflected in the applicable Service Order provided that Allstream may adjust the rates for Services that incorporate Third Party Services to reflect, without mark up, any increases in costs imposed on Allstream for Third Party Services after the effective date of the applicable Service Order.  The service-specific terms and performance metrics associated with Third Party Services, including any available credits for non-performance, are limited to Allstream’s terms with the applicable Third Party Provider.  If Customer cancels a Service that incorporates Third Party Services without cause prior to the expiration of the applicable Service Term, Customer shall reimburse Allstream for any costs incurred by Allstream to terminate such Third Party Services, plus any charges remaining under this Agreement.  Where a disconnect from a Third Party Provider is required, the Customer must produce a Letter of Authorization (“LOA”) or a Customer Facility Assignment (“CFA”) with disconnect confirmation from the Third Party Provider.

7. **UNUSUAL EXPENSE**: In the event that Allstream, with Customer’s approval, incurs unusual expense in the provision of a Service, for example and without limitation, for securing rights of way or for special construction, Customer will pay for such expenses in accordance with the Terms of Service.  Customer acknowledges that its refusal to incur such additional expenses may result in Allstream being unable to provision all or part of the Services, such inability on Allstream’s part will not amount to a breach of the Agreement by Allstream.

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| **Allstream** | | |  | **enter cUSTOMER name here** | | |
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| Signature: | |  |  | Signature: | |  |
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