**SERVICE SCHEDULE**

**UNIFIED COMMUNICATION CLOUD VOICE SERVICE**

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

This Unified Communication Cloud Voice Service Schedule (“**Service Schedule**”) shall be governed by and subject to the applicable Master Service Agreement (“**MSA**”) between the Customer and 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. **DESCRIPTION OF SERVICE**
	1. **General Description**

Allstream’s UC Cloud Voice service provides a dedicated instance of a private branch exchange (“PBX”) that resides in an Allstream virtualized data center (the “Service”). The Service includes local and long distance features with the receipt and delivery of traffic to each furnished user seat. Service is provided in material accordance with: (i) IETF Session Initiation Protocol (SIP), as defined by RFC 3261 for Session “Calling” establishment. (ii) ITU-T standard audio codecs G.711 u/a, G.722, or G.729 define the payload method used for delivery of voice audio. Unless otherwise noted, G.711 u/a will be used, and (iii) a R-Factor of 75, or above 98% of the time, for voice quality (R-Factor” is an industry standard measurement of Voice Quality over IP and is derived from metrics such as latency, jitter, and packet loss.). The Service may be paired and provisioned with other Allstream products, and may be provided by or through Allstream.

* 1. **UC Cloud Voice Service Plans**

Allstream offers four (4) Service packages. These include: universal - OTT package ("Universal – OTT Package”), premium package (“Premium Package”), enterprise package (“Enterprise Package”) and private enterprise Package (“Private Enterprise Package”). In addition, Customer has the option, at an additional cost, to add features to a Service package, including user seat feature packages, and advanced application solutions. Premium and Enterprise Packages include premium support model (“Premium Support Model”) and Universal – OTT package includes standard support model (“Standard Support Model”).

* 1. **User Seat Feature Packages**

Service includes four (4) tiered user feature seat packages, as set forth below (each, “User Seat Feature Package”). Each User Seat Feature Package includes certain business calling features assigned to each Internet Protocol (“IP”) subscriber seat.

1. **Basic Voice Feature Seat**

Basic IP PBX business calling features including caller name, call forwarding, call park, extension to extension dialing.

1. **Standard Voice Feature Seat**

Basic IP PBX business calling features, with additional features including voicemail, Find Me/Follow Me, simultaneous phone ringing, as well as access to a portal to configure phone buttons.

1. **UC Desktop Feature Seat**

Basic voice and standard voice features, with additional features including a user desktop assistant with chat, click to dial, telephone directory, and telephone presence capabilities.

1. **UC Desktop PRO Feature Seat**

 Basic voice, standard voice & UC desktop features, with additional features including PC softphone, mobile smart phone application integration and audio and document conferencing and collaboration capabilities.

* 1. **Advanced Application Solutions**

 The following features may supplement the Service:

1. **General Voicemail & Call Director Box**

An automated receptionist that provides recorded response for incoming calls, after hours and holiday greetings, dial by name, or extension prompting, and standalone mailbox which may be used for group mailbox functionality.

1. **PC Attendant Console**

Enhanced receptionist position which resides on PC and provides a graphical user interface (GUI).

1. **Advanced Application Solutions**

 A suite which includes contact center, call recording, and third-party application connectors. Some Advanced Applications are not available on Universal OTT Service Package.

1. **CUSTOMER PREMISE EQUIPMENT**
	1. **Definition**

Customer Premises Equipment means any equipment provided by Allstream in connection with the Services (“CPE”). CPE includes IP telephones, conference phones, headsets, power over Ethernet (POE) switches and cables. CPE may be provided to the Customer as follows:

1. **Leased**

Customer may lease CPE (“Leased CPE”) for an additional MRC.

1. **Purchase**

Customer may purchase CPE for purchase at list price.

2.2 **CPE Terms and Conditions**

 In the event Customer elects to receive leased CPE:

1. **Faults**

 Customer shall notify Allstream in writing promptly of any identified faults in CPE.

1. **Requirements**

Customer shall:

* ensure that CPE is located and operated in a work area that is safe and compliant with all Applicable Law
* obtain and maintain all necessary and applicable licenses or permits necessary to operate the CPE in the space during the Service Term,
* maintain sufficient power, acceptable heating, ventilating, and air conditioning, and adequate airflow requirements deemed advisable by the CPE manufacturer.
1. **Access**

Customer must ensure any necessary security approvals required for Allstream or Allstream contractors and agents are made available for the proper access, use, and maintenance of CPE.

1. **Relocation**

 Customer shall notify Allstream in writing thirty (30) days’ prior to relocating CPE.

1. **Discontinuance of Service**

Upon expiration or termination of the Service, Customer is responsible for the return of all Leased CPE to Allstream within thirty (30) days of the effective date of expiration or termination. To the extent Customer fails to maintain equipment in good condition, or otherwise fails to return Leased CPE in a timely manner, the Customer shall be liable and responsible for all cost associated with the Leased CPE, including the cost of replacement CPE.

**f ) DISCLAIMER/LIMITATION OF LIABILITY**

EXCEPT AS SPECIFICALLY SET FORTH IN THIS EXHIBIT, ALLSTREAM MAKES NO WARRANTIES, EXPRESS OR IMPLIED. ALLSTREAM SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE CPE FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ALLSTREAM BE LIABLE TO THE CUSTOMER FOR LOSS OF USE, INCOME OR PROFITS, LOSS OF REVENUES, LOSS OF SAVINGS OR HARM TO BUSINESS OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, REGARDLESS OF THE FORSEEABILITY THEREOF.

1. **CPE Maintenance**
	1. **Maintenance**

Allstream shall provide repair and labor services, and replacement parts, as necessary to keep the CPE operating in accordance with manufacturer’s specifications (“Maintenance”). Parts may be new or used, and shall function equal or superior to the replaced parts. Allstream shall supply the tools and materials necessary to complete the Maintenance. Maintenance work shall be performed only at the Customer Service locations listed in the applicable Service Order.

* 1. **Emergency Event Maintenance Request**

In the event of one or more of the following: (a) complete failure of the system, including the inability to complete any internal or external calls, (b) failure of a critical component affecting fifty percent (50%) or more of the seats/IP phones, an attendant console, or the voice mail system, or (c) failure of a component resulting in an emergency or critical situation as agreed upon by the Parties (aforementioned each an “Emergency Event”), Customer must promptly contact Allstream and open a trouble ticket to report the Emergency Event and request Emergency Event Maintenance. When an Emergency Event Maintenance request is received, Allstream’s Response (defined below) time will be within two (2) hours from the time of the Emergency Event Maintenance request for requests submitted between the hours of 8:00 A.M. and 5:00 P.M. (local time), Monday through Friday (“Normal Business Hours”), and within four (4) hours for Emergency Event Maintenance requests submitted outside of Normal Business Hours, including U.S. federal holidays. For the purpose of these Additional Terms and Conditions, “Response” means and includes the following: (x) verbal communication between Customer and An Allstream representative consisting of discussing, triaging and/or providing temporary solutions; (y) remote access by Allstream to the Customer’s systems; or (z) the dispatch of an Allstream field service engineer. In the event of an Emergency Event Maintenance Response, Customer agrees to provide all access to its facilities and systems as is reasonably required for Allstream to perform Maintenance.

* 1. **Non-Emergency Event Maintenance Request**

A Non-Emergency Event Maintenance request is any Customer request for Maintenance that does not constitute an Emergency Event. Upon receipt of a Non-Emergency Event Maintenance request during Normal Business Hours, Allstream’s Response time will be within twenty-four (24) hours of the time the trouble ticket was created.

* 1. **Exclusions**

Notwithstanding anything set forth to the contrary herein, Maintenance does not include: a) work on any equipment at a location not listed in the Service Order; b) changes to, additions of, or removal of items, features, or attachments which require an Allstream representative onsite; c) repair or replacement of lost or stolen parts or materials; d) repair or replacement of items damaged through accident, negligence, abuse, misuse, disconnection or connection with incompatible equipment; e) equipment malfunction caused by the failure of electrical power or air conditioning; f) equipment malfunction arising from a Force Majeure event; g) troubleshooting and/or resolving any issues involving Customer’s use of the VOIP application over the public internet; or i) repairs necessitated due to Customer’s programming or system/application errors or Customer-provided equipment.

* 1. **Adds, Moves, Changes**

Customer may add, move, or make changes to Service and/or CPE that are not included in the Service Order only at Allstream’s then-current rates and pursuant to Allstream’s policies and procedures. Such additional or change work may include installation or troubleshooting of any hardware or software not included in the Service Order, including Customer’s local area network (LAN) or personal computer (PC) problems, troubleshooting of CPE, troubleshooting of station or other problems beyond the Service location of the new systems. Additional or change work shall be subject to the same terms and conditions of the Agreement, and shall incur an additional cost per change as will be further detailed in a Service Order.

**4. CUSTOMER RESPONSIBILITIES & SERVICE ASSUMPTIONS**

4.1 As Allstream will reuse existing cabling and wiring infrastructure, Customer must ensure all cabling is labeled correctly at both ends. Any cabling not suitable for transmission must be replaced at Customer’s expense prior to Installation of Services.

4.2 For Customers using the Premium Package, Enterprise Package or Private Enterprise Package for Service, Customers must use an Allstream-provided dedicated network access method, in at least one (1) Demarcation Point at Customer’s facilities. Additional facilities can be a mix of Allstream-provided dedicated network access method and/or Public Internet (over the top) access method to support “teleworker” devices. (Teleworker is defined as a device on a site connected to the Service using Public Internet for access)

* + 1. If the Customer chooses to utilize the Public Internet for access, Customer must have purchased Business Internet with enough bandwidth to accommodate Customer’s aggregated voice traffic in addition to its data traffic. A maximum of 14 phones is allowed per site. A minimum of 5Mb upload is recommended for up to 14 phones.
		2. Customer is responsible for placing, testing and training users for all Teleworker devices at sites of less than 15 devices and any sites outside of our main service area. Any installation or service & repair labor expended as a result of the teleworker phones will be billed on a time & materials basis at current hourly rates. Optional pro services (“Optional Pro Services”) for Teleworker install can be added at time of contract.
	1. For Customers using the Universal – OTT Package, Customers can use Public Internet access for all facility sites. Customer must have purchased Business Internet with enough bandwidth to accommodate Customer’s aggregated voice traffic in addition to its data traffic.
		1. If the Customer is using the Universal - OTT Service Package, Allstream gives no guarantees as to the quality or reliability of any Voice calls using the public internet. Customer understands that they have chosen to deploy UC Cloud Voice over an unmanaged network. A minimum of 5Mb upload is recommended for up to 14 phones.
	2. To whatever extent the Customer uses the Public Internet to provide access to a device or site, Allstream gives no guarantees as to the quality or reliability of calls. Customer acknowledges and agrees that Allstream.
	3. Allstream is not responsible for the failure or non-performance of the Service caused by interconnections to, from or within public internet networks (from Allstream and/or third-party providers). For greater clarity, Customer will not hold Allstream responsible for the quality of the Service at Customer sites using the public internet for transport.
	4. Customer is responsible for all trouble resolution requiring on-site support involving repairs to Customer's equipment that is connected to the Service, but not provided by Allstream. If on-site support is performed or facilitated by Allstream, Allstream will provide or facilitate such support at current technical support labor rates. Customer understands that the signed Allstream Service Order for all equipment and services will remain binding regardless of failure or non-performance of Service caused by interconnections to, from or within public internet networks.
		1. Customer can upgrade to a Premium Service Package if desired with no ETF charges for new term agreement at additional cost reflecting updated requirements.
	5. To the extent Customer uses facsimile solutions, Customer acknowledges that Allstream does not support connection with facsimile devices with the UC Cloud Voice Service. Facsimile, alarm lines or elevator lines are to be provided via a dedicated Business Lines Product from Allstream or 3rd party provider.
	6. Customer is responsible for installing and verifying compatibility of Customer-provided headsets or other devices that may be used with the Service. Customer acknowledges and agrees that Allstream is not responsible for the failure or non-performance of any Customer-provided equipment or software.
	7. For those applications requiring client software installation on Customer-provided PCs or devices, Customer is responsible for installing clients. To the extent Customer uses the available “soft-phone” capability residing on PCs or tablets, Allstream gives no guarantees as to the quality or reliability of calls. Any installation or service labor expended because of these “soft-phone” or devices will be billed additional on a time & materials basis at current hourly rates.
	8. To the extent Customer uses the mobile application downloaded from an online store for use with their smart device available with the Desktop Pro seat, Allstream gives no guarantees as to the software compatibility, availability or voice quality with third party providers. To the extent customer uses the SIP mobile softphone application over a 3rd party Wireless LAN, Allstream gives no guarantees as to the voice quality or reliability of the service. Any installation or service labor expended because of these mobile applications will be billed additional on a time & materials basis at current hourly rates.
	9. Customer must provide a Single Point of Contact (“SPOC”) to be the primary liaison with Allstream. The SPOC should have the authority to resolve issues and to provide timely decisions and direction to Allstream in respect of the Services. Customer acknowledges that Allstream relies upon Customer-provided information to design the solution. Customer is responsible for any adjustments that may be required as a result of information obtained in the pre-deployment site assessment.
	10. Premium Support Model: Premium and Enterprise Packages both are provided up to 3 hours and 6 hours User Training respectively on-site for sites 15 seats or greater and are located within our normal metro serving area. Standard Support Model: Universal- OTT Package includes 1-hour remote web training for sites with 15 seats and greater and normal metro serving area. All Packages come with user guides and interactive user guides. Admin Portal Training is done via web for up to 1 hour and open free web classes (“Web Classes”) are also provided on an ongoing basis for all customers to attend additional private pro services training (“Private Pro Services Training”) can be purchased separately.

* 1. To the extent that other Allstream products are used in conjunction with the provision of the Service (“Supplementary Products”), those Supplementary Products are subject to the applicable exhibit, addenda, or other Allstream documentation, including any service level agreements. In the event of a conflict between this Service Schedule, and the supplementary product (“Supplementary Product”) documentation, the Supplementary Product documentation shall control as to the Supplementary Products.
1. **SERVICE LEVEL AGREEMENT**

5.1 **Availability**

The dedicated instance of the Service will be available 99.999% of each calendar month.

 5.2 **Method of Calculation of Availability**

|  |
| --- |
| (Total Minutes in Calendar Month) – (Total Minutes of Service Outage)Total Minutes in Calendar Month“Total Minutes in Calendar Month” is determined byExample: *30 days X 24 Hours X 60 Minutes = 43200 minutes = 100% Availability* |

“Total Minutes of Service Outage” means the total of all minutes of Service Outage (defined below) for a specific Service in a calendar month calculated under paragraph (ii) below.

* 1. **Service Outages**
		1. For the purposes of these Additional Terms and Conditions solely, and subject to the requirements and limitations set forth in this Section 5.3, a Service Outage is defined as (i) a total loss of connectivity of the Service to one or more Customer locations; (ii) the failure of main attendant console, and/or (iii) the inability of more than fifty percent (50%) of user seats/stations (IP phones) at one location to register with the call server to place and receive calls.
		2. A Service Outage shall not include, or be the result of, Service interruption (a) caused by the negligence of Customer or others in the use of Service, (b) due to the failure of power, equipment, systems or connections not provided by Allstream, (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a customer service agreement (“Customer Service Agreement”), (d) which continue because of Customer’s failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (f) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair, or (g) due to a failure of the network access connecting the Service location to Allstream data center.
		3. A Service Outage commences upon Customer reporting a Service Outage by opening a valid trouble ticket and releasing the affected Service for testing and repair. The controlling record, for the purpose of determining the duration of the Service Outage and calculating credits, shall be the date and time stamp on the trouble reporting ticket as generated by Allstream’s trouble reporting system. A Service Outage period ends when the Service is operating in accordance with the applicable service level agreement.
		4. In the event Customer reports a Service Outage but declines to release the affected Service/circuit for testing and repair, the Service is not a Service Outage.
		5. In the event an Allstream technician is dispatched for a reported event, impairment or other Service disruption and it is subsequently determined that such Service disruption does not constitute a Service Outage, Customer may be subject to Allstream’s then current maintenance charges.

**6. CREDITS**

6.1 In the event of a Service Outage, Allstream shall credit Customer’s MRC solely for that Service experiencing the Service Outage at the Service location as follows, subject to the requirements and limitations set forth in this section

|  |
| --- |
| Total Availability in Calendar Month |
| From | To | Credit Amount |
| 100% | 99.9% | 0% |
| <99.9% | 99.2% | 10% |
| <99.2% | 97.5% | 20% |
| <97.5% | 93% | 35% |
| <93% | 0% | 50% |

* 1. Customer must request any credit in writing to an Allstream Customer Care Representative, making reference to the trouble ticket, within thirty (30) days of the Service Outage. For calculating credit allowances, every month is considered to have thirty (30) days.
	2. The credits outlined above shall not be compounding. For any particular Service Outage, Customer may not be eligible for more than one (1) credit with respect to any Service Outage. Customer’s total service credit(s) in any one (1) month will not exceed one (1) month’s MRC for the affected Service and do not apply to MRCs of other Services. If Customer fails to notify Allstream in the manner set forth herein within thirty (30) days after the Service Outage with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. To be eligible for service credits, the Customer must be in good standing with Allstream and current in all of its obligations.
	3. EXCEPT AS PROVIDED IN SECTION 6, CUSTOMER’S RIGHT TO CREDITS AS PROVIDED IN THESE ADDITIONAL TERMS AND CONDITIONS SHALL BE CUSTOMER’S SOLE REMEDY WITH REGARD TO SERVICE OUTAGES.

**7. CHRONIC TROUBLE**

The Service is considered to have chronic trouble if the dedicated instance of the Service experiences: (i) a single Service Outage in excess of seventy-two (72) hours, (ii) three (3) or more Service Outages in any thirty (30) consecutive day period, or (iii) five (5) or more Service Outages in any six (6) month period (each, a “Chronic Trouble”). In the event of Chronic Trouble, Customer shall have the right to terminate the affected Service without further liability to Allstream, provided that written notice of termination is provided to Allstream within thirty (30) days of the Chronic Trouble giving rise to the termination right under this Section. If Customer does not exercise its termination right within such thirty (30) day period, such right shall lapse with respect to that instance of Chronic Trouble and Customer will have waived its termination right.

**8.** **ENTIRE AGREEMENT.**

The Agreement, as modified by this Service Schedule, sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or understandings relating to the Services described above. The Agreement will remain in full force and effect except as modified herein. To the extent of any conflict between the terms of this Service Schedule and the Agreement, this Service Schedule shall control.

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