



SERVICE SCHEDULE HOSTED COLLABORATION SOLUTION

CUSTOMER ("Customer"): ENTER CUSTOMER NAME HERE

This Hosted Collaboration Solution Service Schedule ("**Service Schedule**") shall be governed by and subject to the applicable Master Service Agreement ("**MSA**") between the Customer and Allstream Business Inc. ("**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 or Statement Of Work ("**SOW**").

1. DEFINITIONS. The following additional definitions shall apply to the Services:

1.1 "Device" means an IP phone, desktop client, mobile client, analog device, lobby device or conference room device. Any Device that has access to the system requires an HCS Seat license, including Devices deployed exclusively to support Extension Mobility users whether a user is logged into the Device or not. A mobile Device (i.e., smartphone, tablet, etc.) enabled with single number reach mobility licensing does not count toward the Device maximums for each Seat. Customer must purchase the appropriate HCS Seat to use more Devices per user. Customer may purchase Devices from Allstream outright.

1.2 "Equipment" means the required equipment ("Equipment") to provision the Services described herein.

1.3 "HCS Gateway" means the Allstream-provided and pre-certified router located on the customer premises that connects to the Customer's LAN to provide local site survivability and to enable Allstream to support the Service.

1.4 "Long Distance Service(s)" means: (i) 1+ or 011+ dial access enabling Customer to place outbound long distance calls to anywhere in Canada, the United States and most international destinations; Dial access to Canada and United States long distance directory assistance (1-NPA-555-1212); and (ii) Toll-free call routing services enabling Customer to receive incoming calls originating from anywhere in Canada, the United States and specific international locations.

1.5 "Optional Licenses" Licenses for optional functionality that Customer can purchase to add on to its Allstream HCS Solution. Quantity of Optional Licenses are determined based on Customer requirements and need not be equivalent to quantity of Seats purchased. Optional Licenses are either sold as Seats, standalone ports or as add on licenses to Seats and may include the requirement of a starter kit. Optional License types include HCS Contact Center, HCS IVR and HCS Hosted Call Recording. Refer to the Hosted Collaboration Solution (HCS) Information and Product Description at www.allstream.com for a complete list of Optional Licenses available on HCS.

1.6 "Seat" is defined as one of the following options based on Customer needs:

(i) **Basic:** Delivers core IP communications Services for basic telephony users including enterprise voicemail boxes and Instant Messaging/Presence. Support for one IP Phone Device is included. Only certain Device types can be supported with a Basic Seat.

(ii) **Foundation:** In addition to the Basic Seat features, Foundation provides video telephony support for video-enabled Devices. The end user has the choice of support for one of the following Devices: IP Phone, softphone, or mobile softphone client.

(iii) **Standard:** Extends the Foundation Service capabilities to provide support for up to ten Devices.

(iv) **Contact Centre Agent:** IP-based customer interaction management solution using Cisco Unified Contact Center Express.

(v) **Hosted Recording:**

Allstream HCS Customers may optionally purchase Hosted Recording Solutions ("AHRS"). The Allstream HRS portfolio includes

a) Call recording functionality on a per identified Device basis

b) Network storage capacity for recorded calls.

c) Optional 256 bit AES encryption for recorded calls

d) Quality management per named recording port

- 1.7 "Service Components"** means the virtualized instances of UC and collaboration applications for each Customer (e.g., Cisco Unified Communications Manager, Cisco Unity Connection) in the common data centre environment and the HCS Gateway supported by the Service.
- 1.8 "User"** is defined as an end user profile that has access to use functionality within the HCS solution. An HCS end user profile can access the HCS functionality through an appropriately licensed Device – i.e. phone, soft client, mobile client, fixed mobile convergence (FMC) Device or extension mobility profile - associated with that particular end user profile.
- 1.9 "Allstream SIP Trunking and Long Distance Services"**. The following standard Allstream SIP Trunking ("SIP Trunking") features apply to HCS.
- a) HCS includes unlimited local calling;
 - b) HCS provides Customer with the ability to place Canada-wide long distance calls with Charges included in the recurring monthly Charge up to the limit of the applicable free minute rate plan. HCS uses the same Long Distance Services (defined below) pricing plan as SIP Trunking. Long Distance Services will be billed separately from HCS;
 - c) Telephone numbers are included in the HCS Seat pricing; and
 - d) Basic VoIP 911 support as per CRTC regulation is provided. Complete information regarding Basic 911 and Enhanced 911 and its service limitations can be found on www.allstream.com.
 - e) Please refer to allstream.com for additional details regarding Local Exchange and Long Distance Voice Services associated with SIP Trunking
- 2. INTERPRETATION:** For the purposes of this Service Schedule, Allstream Facilities as defined in the MSA shall exclude the Devices pre-owned or purchased by the Customer; such Devices shall be deemed to form part of the Customer-provided Facilities.
- 3. SERVICE:** Allstream's Hosted Collaboration Solution ("HCS") leverages Cisco's hosted Unified Communications ("UC") and collaboration application portfolio to provide end users with the same rich feature-set previously only available with customer premises equipment ("CPE") designs. HCS utilizes Allstream SIP Trunking for local access to the Public Switched Telephone Network (PSTN) and supports Basic VoIP 911 as per CRTC regulation. For complete terms and conditions, refer to allstream.com.
- 4. STATEMENT OF WORK:** The parties will create a SOW which will include (a) an implementation plan; (b) technical network design plans; and (c) installation requirements. Unless otherwise agreed to by the parties in writing, Allstream will not provide the Service outside of Canada.
- 5. ALLSTREAM RESPONSIBILITIES:**
- a) As per the Service Order and/or SOW, Allstream will set up the appropriate software and hardware configuration at the installation address (specified herein) based on the Service option selected by Customer and will provide functional testing to confirm the Service delivery.
 - b) Allstream will provide ongoing support of the Service as specified in the HOSTED COLLABORATION SOLUTION (HCS) INFORMATION AND PRODUCT DESCRIPTION located at www.allstream.com.
- 6. SERVICE CHARGE CONDITIONS:**
- a) On a daily basis, Allstream will conduct a Seat audit to determine the number of billable Basic, Foundation and Standard Seats. If an audit reveals any adjustments in the number of Basic, Foundation and Standard Seats, the Charges will be amended as of the subsequent billing period.
 - b) Customer acknowledges that customer designated administrators as communicated to Allstream can add Seats or upgrade Seat types at any time through the HCS System Administration portal. These changes to Seat types or numbers will result in higher Contract Value, Minimum Charge requirement and early termination charge levels and Customer will be billed additional fees associated with additional services consumed from the date on which the designated Customer administrator executes the changes. Allstream will perform a monthly usage audit and if usage has increased by 10% or more over the previous monthly invoice for HCS Services, Allstream will issue a retroactive Service Order amendment reflecting these changes at the Seat prices identified in this Service Schedule. In the event that Customer disputes additional charges, Allstream will provide audit logs from the System Administration platform and/or reverse the administrative changes that resulted in the additional charges.
 - c) Customer acknowledges that if the customer administrator adds new Seats through the HCS System Administration portal, the 5 to 1 HCS Seat to SIP DTE ratio and recommended CDR minimums may be out of alignment until the monthly true-up and orders for additional DTE/CDR resources have been processed.
 - d) Customer acknowledges that Direct Inward Dial (DID) numbers must be available and activated before a Seat provisioned by a Customer administrator can be assigned a DID. If Customer wishes to add new Seats with no order delay, Customer must maintain spare and active DID's.
 - e) Charges for Contact Centre Agent Seats are based on the actual number of Agent seats purchased
 - f) Charges for the Allstream Hosted Recording Solution/Quality Management Solution are based on the actual number of Starter Kits, Recording/QM Seats, Storage and Encryption resources purchased.
 - g) Charges for Allstream Expressway are based on the actual solution package purchased.

- h) Charges reflect the scope of the Services set out above and changes to a SOW may impact such Charges.
- i) Service includes labour to perform software upgrades defined in the applicable SOW to be scheduled at a mutually convenient time.
- j) Service charges for Webex Hybrid integration, HCS Services & HCS Services based on Cisco Flex subscriptions include bundle discounts. Customer acknowledges that such discounts are contingent upon the Cisco devices, Cisco maintenance, Cisco Webex and/or Flex subscription being provided by Allstream. Bundle discount will cease to be applied upon customer transferring all or part of the service to another provider or connecting devices not provided by Allstream.
- k) Special projects may require additional project management services and may result in additional charges.

7. CHARGES, RAMP & MINIMUM COMMITMENT:

8.

- a) **Ramp:** The Parties agree that during the first twelve (12) months of the Service Term specified in the Service Order, the Customer may gradually implement Seats as it ramps up its business ("**Ramp**"). Customer acknowledges and agrees that this Ramp will expire at the end of the initial twelve (12) months of the Service Term and upon expiry of the Ramp, the Customer is responsible for the Minimum Commitment for Seats as described below.

Minimum Commitment for Seats – Upon expiry of the Ramp period, the Customer commits to pay Allstream a minimum of 75% of the contracted Monthly Recurring Revenue ("**MRC**") as specified in the Service Order during the remaining months of the Service Term or Renewal Term whether or not the Customer has implemented 75% of the Seats specified in the Service Order. For further clarity, if after the Ramp period the Customer deactivates Seats during the Service Term or Renewal Term and the total MRC for the remaining active Seats falls below the Minimum Commitment, Allstream shall continue to invoice the Customer and the Customer shall continue to pay for 75% of the contracted MRC.

- 9. TERMINATION:** If the Customer terminates the MSA and/or any contracted Services covered by this MSA without cause, or if Allstream terminates the MSA and/or the contracted Services with cause, the Customer shall pay Allstream an amount equal to 75% of total MRC for the remaining months in the Service Term or Renewal Term.

- 10. LIMITATIONS OF LIABILITY:** The Original Agreement sets out the limitations of liability for the Services. Notwithstanding such limitations of liability, in the event of any unauthorized use of the Service Components, any features or services, or any other toll fraud scenario for which Allstream has sole ownership of read/write privileges, passwords and configurations, Allstream's total liability will not exceed the charges assessed by any telecommunications carrier or service provider for local or long distance calls

- 11. RESELLING SERVICES:** Services purchased by Customer under this Service Schedule are for use by Customer only. Reselling of the Services by Customer, in whole or part, is strictly forbidden

- 12. ACCEPTABLE USE POLICY.** All Services shall be subject to and conditioned upon Allstream's Acceptable Use Policy published at www.allstream.com and are hereby incorporated into the Agreement.

13. EQUIPMENT AND INSTALLATION.

13.1 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.

13.2 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.

13.3 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. Cisco gateways and endpoint such as IP phones must be maintained at a currently supported version for the service.

14. SERVICE REQUESTS AND DELIVERY:

14.1 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.

15. 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.

Allstream

ENTER CUSTOMER NAME HERE

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____