

Allstream Business Referral Program Terms and Conditions

1. General Terms

- a. This agreement (“Agreement”) between Allstream Business Inc. (for services in Canada) and Allstream Business US, LLC (for services in the United States) and their subsidiaries (collectively, “Allstream”) is made between Allstream and any business referral program participant (“you” or “your”) who completes the online registration process to participate in the Allstream Business Referral Program (the “Program”). This Agreement establishes the non-exclusive terms and conditions under which you will register as a Program participant with Allstream for the purpose of identifying and submitting a referral to Allstream for compensation in your national currency.
- b. BY ENROLLING IN THIS PROGRAM YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED, AND YOU MAY NOT PARTICIPATE IN THE PROGRAM.
- c. No individual or entity is eligible to participate in this Program if such individual or entity is (1) an Allstream employee or contractor, a relative of an Allstream employee or contractor, or anyone living in the same household as an Allstream employee or contractor; (2) a current or former (within the last 180 days) Allstream sales agent or a relative of any current or former (within the last 180 days) Allstream sales agent, including but not limited to an indirect Allstream sales agent, or any subagents of indirect sales agents; or (3) employees of governmental or quasi-governmental entities. Additionally, vendors who engage in providing services to the referral customer are ineligible. Individuals are solely responsible, and shall be liable to Allstream, for failing to obtain employer consent for participation in the Program before registering.
- d. Once your registration is accepted, you will be assigned a login ID and password. This information will be used to track your activity under the Program.
- e. An eligible referral is a sales lead in Allstream territory provided by you to Allstream, which you submit to Allstream via the Program website using a completed referral form that identifies a prospective business customer (“Prospective Customer”) who might be interested in receiving business Services (defined below) from Allstream. You must follow the Program submission process using the Program website in order for a referral to be eligible for compensation.
 1. Referrals related to political campaigns, parties, or organizations, self-referrals, and other referrals as may be deemed invalid by Allstream, in its sole discretion, are not valid under this Program.

2. In order for a referral to be considered eligible:
 - A Prospective Customer must be a new Allstream customer purchasing new Allstream Services through this Program. Customers who have had any Allstream products or Services within the last 90 days will not be considered a Prospective Customer;
 - Prospective Customers cannot be government entities (including but not limited to local, provincial, state, federal or education entities, Indian tribes and tribal properties) or international (i.e., outside the United States or Canada) accounts; and
 - Referrals must qualify to be assigned and processed by Allstream as a domestic business in the United States or Canada.
 3. Allstream has no obligation to pursue or take any action on any referral submitted by you and will exercise its sole and absolute discretion in regards to your eligibility and acceptance in the Program, and that of your referrals.
 4. In the case of a duplicate Prospective Customer referral, only the first eligible referral received through the proper Program process will be considered for compensation.
- f. As used herein, “Service” or “Services” refers to the standard telecommunications services provided by Allstream. Allstream reserves the right to modify, add to or delete Services at its sole option.

2. Compensation

- a. Allstream agrees to pay you for an eligible referral accepted by Allstream if the Prospective Customer signs a minimum of a one-year term agreement between the Prospective Customer and Allstream for the purchase of eligible monthly recurring revenue (“MRR”) Services (“Referral Reward”) before taxes, fees, and surcharges. Existing Allstream customers submitting referrals must be in good standing with Allstream and current on all payments in order to submit eligible referrals and receive a Referral Reward. All Referral Rewards are subject to applicable government reporting and withholding requirements.
- b. Allstream will pay or credit you a one-time Referral Reward per eligible referral only if the sale is closed for eligible Service(s) within 180 days of the initial contact by Allstream with the Prospective Customer.

For each referral that results in a sale of eligible Services, you will earn a one-time Referral Reward equal to a payment of 100% of one month’s MRR generated by the Prospective Customer, before taxes, fees, and surcharges; provided that the maximum payout for any referral will be 100% of one month’s MRR before taxes, fees, and surcharges are applied to the MRR, or \$10,000.00, whichever is less.

The one-time Referral Reward will be paid or credited within sixty (60) days of the date of the customer's first invoiced payment made to Allstream. Allstream reserves the right to charge back to you any Referral Reward paid for Allstream customers that cancel or discontinue any Service within the first 180 days after the Service is operational and billable (a "Charge Back"). Allstream is not responsible for any Referral Reward paid to you that may violate policies to which you are subject.

- c. Disputes. You must provide written notice of any Referral Reward dispute to Allstream at Allstreamreferral@Allstream.com within 90 days of receipt of the Referral Reward. Any Referral Reward not so disputed will be deemed accepted by you as full satisfaction of the applicable referral, except to the extent Allstream is entitled to recover some or all of any such Referral Reward upon the occurrence of a Charge Back as provided in this Agreement.

3. Relationship of the Parties

You agree that there is no employer-employee relationship, joint venture, partnership or agency created by this Agreement. You have no authority to act for, or on behalf of Allstream and are not authorized to bind Allstream in any manner whatsoever. Allstream will in no way be considered, nor will you represent to others, that Allstream is an official endorser of any party or customer represented by you.

4. Limitation of Liability

Allstream will have no liability to you for a Referral Reward that might have been earned hereunder but for the inability or failure of Allstream to provide Services to any Prospective Customer or in the event of discontinuation or modification of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, ALLSTREAM WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OR PUNITIVE DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR PARTICIPATION IN THE PROGRAM AND TERMINATE THIS AGREEMENT.

5. Indemnification

You agree to defend, indemnify and hold harmless Allstream, its affiliates, and their respective directors, officers, agents, employees, contractors, and assigns from any and all damages, fines, penalties, deficiencies, losses, liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to (a) this Agreement and (b) your participation in the Program.

6. Representations and Warranties

You represent and warrant to Allstream that: (a) you are over the age of eighteen (18) and have the power and authority to enter into and perform your obligations under this Agreement; (b) you will comply with all the terms and conditions of this Agreement; (c) you will conduct yourself in a professional manner and will not make any false, misleading or disparaging statements regarding Allstream or any Allstream competitor or any other individual or organization as it relates to any activity associated with the Program; and (d) you have provided accurate and complete registration information, including your legal name, address, telephone number and identification number(s). NEITHER YOU NOR ANYONE EMPLOYED BY YOU WILL MAKE ANY REPRESENTATIONS OR WARRANTIES RELATING TO ALLSTREAM PRODUCTS AND SERVICES, PRICING OR TO ANY AFFILIATION WITH ALLSTREAM. FURTHER, THIS AGREEMENT DOES NOT GRANT YOU ANY RIGHT TO USE THE ALLSTREAM TRADEMARK(S) WITHOUT THE EXPRESS WRITTEN CONSENT OF ALLSTREAM.

7. Confidentiality

During the term of this Agreement and after termination or expiration of this Agreement, you will not in any way transfer to any third party or use in direct or indirect competition with Allstream or any of its other agents any information disclosed by Allstream to you that is marked as confidential or that is or should be reasonably understood to be confidential (“Allstream Confidential Information”). Allstream Confidential Information includes, but is not limited to, technical information, price lists, data and business plans. Allstream Confidential Information is the exclusive property of Allstream and may be used by you solely in the performance of your obligations under this Agreement. You agree that monetary damages for breach of this Section are not adequate and that Allstream will be entitled to injunctive relief with respect to such breach. This Section and all obligations contained herein shall survive any termination of the Agreement.

8. Termination

This Agreement is effective upon your acceptance as set forth herein and will continue in full force until terminated. Allstream reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (a) remove or disable access to all or any portion of the Program; (b) modify or discontinue the Program; (c) suspend your access and use of all or any portion of the Program; or (d) terminate this Agreement. You may terminate your participation in the Program by submitting your written request to terminate to Allstreamreferral@Allstream.com

9. Miscellaneous

- a. Neither you nor Allstream will be liable for loss or damage or deemed to be in breach of this Agreement if the failure to perform an obligation results from (1)

compliance with any law, ruling, order, regulation, requirement of any federal, provincial, state or municipal government or department or agency thereof or court of competent jurisdiction; (2) acts of God; (3) a breach of the Agreement by the other party; (4) fires, strikes, war, insurrection or riot; (5) or any other cause beyond that party's reasonable control. Any resulting delay will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

- b. The terms and conditions of this Agreement are applicable to the Program only and do not supersede the terms and conditions in any other agreement between you and Allstream. Allstream reserves the right to change the terms of the Program without notice to you. Revised terms and conditions for the Program will be posted to the Program website.
- c. No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other provisions of this Agreement, all of which will remain in full force and effect.
- d. This Agreement constitutes the entire Agreement between you and Allstream with respect to the subject matter hereof. Where Services are referred within Canada, this Agreement shall be governed by the laws of the province of Ontario, without giving effect to any conflict of law principle that would result in the laws of any other jurisdiction governing this Agreement. Where Services are referred within the United States of America, the Agreement shall be governed by the laws of the State of Delaware, without giving effect to any conflict of law principle that would result in the laws of any other jurisdiction governing this Agreement.
- e. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury.
- f. You may not assign or otherwise transfer this Agreement.
- g. You agree that you will comply with all applicable laws related to your participation in the Program.
- h. You agree that the terms and conditions of this Agreement, by their sense and context, are intended to survive the expiration of this Agreement and will so survive.