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**SERVICE SCHEDULE**

**MANAGED UNIFIED COMMUNICATIONS**

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

This Managed Unified Communication 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.comincorporated 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 and Statement Of Work (“**SOW**”).

1. **TERM:** The Initial Term and any subsequent renewal term shall be referred to herein as the “Term.” The Term for each Service shall begin on its respective Service Activation Date For the purpose of the Schedule, the Service Activation Date shall be the date Allstream notifies the Customer that the Service has been activated. For greater certainty, the expiration of a block of hours shall have no effect on the Term of the Service Order; in the event a subsequent block of hours purchased by Customer is valid beyond the Term, the Agreement will continue in full force and effect until such block of hours expires or otherwise terminated in accordance with the Agreement
2. **SERVICE:** Unified Communications (“UC”) solutions leverage IP-based technology to integrate voice, data and video applications onto a single network platform. Customer may purchase “monitored UC,” “managed UC,” or “block of hours” Services for its Service Components. “Service Components” means Customer’s IP network components and UC applications supported by the Services hereunder, including (but not limited to): IP endpoints, IP telephony and UC application servers, routers, switches, voice gateways, wireless LAN controllers and access points.A detailed description of the Service option purchased by Customer is provided in the applicable Service Order or SOW. The parties may, from time to time, add additional Service Components to the Service Order or SOW provided such Service Components are first inspected and approved by Allstream. Customer will pay the then prevailing Allstream rates for such inspection, and for all parts and labour required to place the Service Components in good operating condition.
3. **SERVICE CHARGE CONDITIONS**
   1. Allstream may, at its sole discretion upon Customer request, provide partial service to Customer (for example but not limited to through alternate/temporary remote access mechanisms or for a subset of elements to be managed) provided that customer agrees to be invoiced on a Time and Material basis and acknowledges that any agreed upon service levels will not apply until the Service Activation Date
   2. On a mutually agreed upon working day of each month, Allstream will conduct a supported component audit. The results of this monthly audit will determine the number of billable Service Components for pricing purposes. If an audit reveals that the total number of elements actually being serviced by Allstream exceeds 150% of the amount billed to Customer in the preceding month, Allstream may, at its option, bill the additional charge retroactively.
   3. If an audit reveals that the total number of Customer sites actually under management by Allstream exceeds the amount billed to Customer in the preceding month, Allstream may, at its option, bill the additional charge retroactively.
   4. Charges reflect the scope of the Services set out above and changes to a SOW may impact such charges.
   5. Managed UC Service includes labour to perform software upgrades defined in the applicable SOW during normal business hours. If, at Customer's request, work is performed outside of normal hours Customer will be charged for labour at Allstream's prevailing time and material ("T&M") rates.
   6. Service charges for the Service include bundle discounts. Customer acknowledges that such discounts are contingent upon the Cisco devices, Cisco maintenance, Cisco Webex and/or Flex or SaaS subscription being active and provided by Allstream. SLA as well as bundle discount will cease to be applied upon customer cancelling or transferring all or part of these service component to another provider or connecting devices not provided by Allstream. Special projects may require additional project management services and may result in additional charges.
   7. Monitored UC and managed UC Service Network Assessment: Customer acknowledges and agrees that it may be necessary for Allstream to conduct a UC Network Assessment ("UCNA") as part of the setup process. Customer further acknowledges and agrees that it has been made aware of the charge for the UCNA, and that in the event Customer fails to bring its LAN/WAN performance to acceptable operating levels (in accordance with Allstream's technical specifications) for monitored UC or managed UC Service on-boarding, Customer will be invoiced such charge and will remit payment in accordance with the MSA.
   8. Customer authorizes Allstream to conduct the UCNA, and Customer accepts any risks and consequences resulting from the modification of Customer's internal systems and external interfaces required for Allstream to perform the UCNA. Customer acknowledges and agrees that Allstream is not liable for any damages arising directly or indirectly from the UCNA. Allstream does not warrant or guarantee the outcome of the UCNA.
   9. For block of hours Service, T&M charges are deducted from the applicable prepaid block of hours. A minimum two (2) hour charge applies to any support call.
   10. For block of hours Service usage calculation purposes, time begins when Customer reports the trouble, enables remote access, and releases the affected supported components to Allstream and time ends when Allstream validates that the trouble has been resolved and closes the associated trouble ticket.
   11. Block of hours Service support hours are valid for one (1) year from the Service Activation Date. Any additional block of hours support hours purchased by Customer after the Service Activation Date are valid for one (1) year from the date Allstream receives payment thereof.
4. **EMERGENCY CALLING ACKNOWLEDGEMENT**
   1. Emergency calls (e.g. to "911", "112", "999", "000" or other designated numbers and emergency aliases including, but not limited to, "9-911" intended to connect to a public safety answering point or similar services) may only be processed and accessible where available through Customer's local access provider;
   2. Customer is responsible for ensuring that remote users have an alternative means of accessing emergency call services (i.e., backup analog POTS phone line, cellular phone); and Telecommunications and emergency calling laws vary from country to country, and that if the Service Components are installed, deployed or used outside of Canada or the Untied States of America, Allstream is not responsible for determining the applicable laws and regulations and ensuring Service Component compliance with those laws and regulations.
   3. Allstream shall have no responsibility or liability whatsoever to Customer, any authorized user of Customer or any third party (including without limitation subcontractors) for, and Customer agrees to fully indemnify and hold Allstream harmless from, any claim or demand related to: (a) any bodily injury, personal injury, death, property loss or damage arising out of or in connection with the inability to access emergency call services or personnel (e.g. calls to "911", "112", "999", "000" or other designated numbers and emergency aliases including, but not limited to, "9-911" intended to connect to a public safety answering point or similar emergency services) through the Service Components; (b) for Customer's failure to provide to its authorized users traditional wireless or fixed line telephone services that offer access to emergency services separately from the Service Components: and (c) any installation, deployment, or use of the Service Components outside of Canada and The United States of America
5. **Customer Responsibilities**
   1. Customer shall provide and maintain proper operating conditions for the equipment (including, but not limited to, an adequate equipment room and electrical power feed) in accordance with Allstream’s specifications.
   2. Customer shall immediately notify Allstream when maintenance service is required.
   3. Customer shall provide (at no charge to Allstream) full and free access to the equipment, working space in accordance with Allstream’s site specifications, adequate facilities near the equipment as reasonably required by Allstream, and use of any machines, attachments, features, or other materials.
   4. Customer shall ensure that Customer’s staff using the equipment are trained in the proper use of the equipment.
   5. Upon termination of this Service Schedule or a Service Order Customer shall permit Allstream to remove and do such things as are necessary to facilitate the removal of any Allstream owned equipment from Customer’s premises.
   6. Customer’s private branch exchange (“PBX”), voice, data and wireless network infrastructure (“Infrastructure”) must be properly installed, in good repair and compatible with Allstream’s technical specifications for inclusion in the Service Components (such specifications can be provided by Customer’s Allstream account team). In particular, the customer will work with Allstream to upgrade, as required, equipment hardware, software and subscriptions as required to maintain the equipment and service at a version supported by the manufacturers (not End Of Support).

Allstream shall provide pricing, where applicable, for all labour, parts and equipment modifications Allstream deems necessary in order to upgrade the Infrastructure to meet the required technical specifications.

* 1. 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.
  2. Customer must obtain maintenance coverage (e.g., unified communications maintenance Service Schedule plus Mitel software assurance for a Mitel UC solution; Cisco SmartNet, Allstream Advantage and/or Cisco Flex licenses for Cisco solutions, Meraki Cloud licenses) through Allstream on the PBX and infrastructure devices included in the service components and is solely responsible for all charges incurred and terms and conditions associated therewith.
  3. Customer must provide access over the Internet for connectivity to Customer’s network in order for Allstream to implement a secure management channel. Customer’s site, where the management channel terminates, must have access to the other Service Components in Customer’s network consistent with Allstream’s technical specifications.
  4. Customer must provide Allstream with Simple Network Management Protocol (“SNMP”) read-only community strings and users for the Service Components and proactively notify Allstream of any change to such SNMP read-only settings.
  5. Customer must participate in Allstream’s change management process to inform Allstream of equipment moves, major logical changes in addressing, or other technical environment parameters that impact Allstream’s Service capability.
  6. Customer must direct all support calls to Customer’s internal helpdesk or designated IT or telecom staff member(s) for triage. Allstream may refuse support calls from persons other than Customer’s designated personnel.
  7. Customer must take all reasonable measures to protect any equipment belonging to Allstream (including, but not limited to, the proxy server(s) and router(s)) deployed to deliver the Service. Upon termination of the Service, all equipment belonging to Allstream (including but not limited to proxy server(s) and VPN router(s)) must be returned to Allstream (shipping address will be provided) in good condition and all monitoring software or monitoring hardware must be removed from all Customer-owned servers.
  8. Customer must not: (i) alter, modify, adapt, create derivative works, translate, deface, decompile, disassemble, reproduce, or reverse engineer all or any portion of the Services; or (ii) permit, authorize, or acquiesce in, any other person engaging in these activities, or attempting to do so; or (iii) use the Services or any information contained therein for the purposes of developing, or having developed any products or services competitive with the Services.
  9. Customer shall comply with all applicable laws, orders, codes, and regulations of any applicable jurisdiction applicable to the use of the Services.

1. **ALLSTREAM RESPONSIBILITIES**
   1. 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.
   2. Allstream will provide the Service selected under "Service Detail" according to the SoW for that Service.
   3. Allstream will provide customer support services according to the following:
      1. Troubleshoot, diagnose and resolve reported and detected incidents;
      2. Assign a ticket number to track all incidents;
      3. Provide Customer with timely updates on incident progress;
      4. Provide incident follow-through to ultimate and timely resolution, ticket documentation and closure;
      5. Invoke escalation and internal alert process where appropriate and
      6. Escalate unresolved technical issues with equipment vendor support.
   4. Allstream will facilitate a disciplined process for evaluating and handling change requests, ensuring Service performance continuity and control.
   5. Allstream will provide customer support services for Moves, Adds, Changes and Deletions ("MACDs").
   6. Software MACDs are changes to Service configuration that require no on-site visit, physical modification, or network downtime and are included in the monthly Charges up to a maximum of "N" software MACDs per month (in accordance with the applicable SOW). Unused MACDs in any given month may not be carried over into any subsequent month. Any software MACDs over “N” MACDs per month are provided at an additional cost (as specified herein) on a per-occurrence basis. Allstream will complete software MACDs by the close of the next business day (Allstream's local time).
   7. Hardware MACDs are changes performed by a technician dispatched for an on-site visit for an existing provisioned element within a managed site. Hardware MACDs do not require procurement of any new hardware, engineering, test or turn-up. Hardware MACDs are provided at an additional cost on a per occurrence basis (as specified herein). Allstream will complete hardware MACDs within five (5) business days.
   8. Allstream will schedule maintenance for hardware and software upgrades and network optimization. Allstream will perform scheduled maintenance at times that are anticipated to minimize disruption of the Service and Customer's business activity. Allstream will give Customer fifteen (15) days' notice of such scheduled or extended maintenance. Allstream reserves the right to perform maintenance at any time in order to ensure proper functionality and performance of Allstream-owned equipment.
   9. Customer acknowledges and agrees that Allstream does not represent or act as an agent for the original equipment manufacturer in the provision of the Services described hereunder.
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 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 the equipment to any point of demarcation provided by a third party service provider (e.g. utility power, MPLS CE router, internet, PRI, 1FL) or to other equipment not provided by Allstream. Equipment and service beyond the point of demarcation and/or interconnection between equipment and the wiring at the point of demarcation that is not under an active Managed UC Service Schedule shall be the responsibility of Customer (“**Customer Equipment**”). Customer must procure and maintain, at its sole cost and expense, Customer Equipment and third party services which is technically compatible with the Service. Allstream shall have no obligation to install, maintain or repair any non-Allstream equipment or services not under active Managed UC Service. 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/Service/environmental conditions other than Allstream’s equipment under management, Customer shall compensate Allstream for actual time and materials expended during the service call.
4. **SERVICE REQUESTS AND DELIVERY**.
   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/multisite Services, Allstream may incrementally deliver Service to each Customer location when ready. The Service Term for incrementally delivered multipoint/multisite 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.
5. **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.

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