

Allstream MiCloud Soluton (AMiCS) Information and Product Description

AMiCS bundles internet protocol ("IP") telephony, unified messaging, and collaboration tools with mobile integration and Allstream SIP Trunking connectivity into easy-to-understand, price-per-seat packages. AMiCS applications fall into the following major categories:

- (a) IP communications: IP PBX call control functionality for voice over IP ("VoIP") and video telephony;
- (b) Voice and integrated messaging: Voicemail and integrated messaging;
- (c) Presence and instant messaging: Enterprise-level presence and instant messaging;
- (d) Mobility and client desktop applications: Mobility capabilities and mobile applications; and
- (e) Contact Centre and Interactive Voice Response ("IVR"): IP-based contact centre and IVR.
- (f) Collaboration applications including audio conferencing, web-based meetings and desktop/document sharing.

AMiCS includes Allstream SIP Trunking for public switched telephone network ("PSTN") connectivity via an IP connection from the AMiCS applications hosted in the AMiCS Data Centre to the Allstream VoIP network.

The Service runs over Zayo MPLS, Zayo Internet (Ethernet Internet), or third party Internet. The Customer is required to subscribe to either Zayo MPLS, Zayo Internet, or an equivalent grade third party Ethernet internet. If Customer does not have an existing Internet service that can support the Service, Customer must sign a separate Service Schedule for the Zayo MPLS, Zayo Internet, or third party internet service, simultaneously with this Service Schedule.

Table 1 below is a guideline for Customer showing the maximum recommended seat sizes for their MiCloud deployment based on Internet Service options shown. If Customer provisions more seats than recommended, Voice over IP performance may be deteriorated, and Allstream will not be responsible to rectify resulting performance issues. For greater certainty, it is recommended that Customer consult with their Allstream Account Team to ensure the correct sizing of underlying network connections.

Table 1

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	Max number of Seats using G.711 Voice Codec	
Internet type	Allstream Internet	3rd Party Internet*
Cable	n/a	5
Dedicated ADSL	3	5
HSIA 15/1	3	5
HSIA 25/5	12	6
HSIA 50/10	30	20
E10, E100, E1000	100 kbps/seat	200 kbps/seat

^{*}Recommended maximum number of seats when using a separate access for voice and internet.

Rental Phones

Customer has the option to rent from Allstream selected phones and peripherals associated with Allstream's MiCloud Service ("Rental Phones"). Rental Phones are subject to the following terms and conditions:

- a) Customer must rent a minimum of twenty (20) Rental Phones ("Minimum Rental")
- b) In addition to the Minimum Rental, incremental Rental Phones may be rented in increments of five (5) or more Rental Phones.
- c) In the event of termination of the MiCloud Service and/or cancellation of the Rental Phones at any time during the Service Term, the Customer will pay the monthly recurring Charges for the remaining months of the Service Term.
- d) The monthly recurring Charges for Rental Phones does not include installation or any relocation of Rental Phones.
- e) Rental Phones will be OEM-Refurbished status and will be managed by Allstream.
- f) Rental Phones remain the property of Allstream and at the end of the Service Term or upon cancellation of the Service, Rental Phones must be returned to Allstream. Customer will be charged for repairs/restoration to any returned Rental Phones that are not in excellent working and cosmetic condition (reasonable wear and tear accepted).

Managed UC Service

If the Customer chooses to purchase Managed UC Services from Allstream as part of the AMiCS solution, the following terms and conditions will be applicable.

- (a) 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 "UC Network Assessment" Services for its managed UC service components. "Managed UC 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 SOW.
- (b) Customer's private branch exchange ("PBX"), voice, video, data and wireless network infrastructure ("Infrastructure") must be properly installed meeting manufacturers specific installation requirements, and have associated maintenance contract and software agreements from the vendor and be at not less than N-2 release for inclusion in the Managed UC Service Components. Allstream shall provide pricing, where applicable, for all labour, parts and equipment modifications Allstream deems necessary in order to fix or upgrade the Infrastructure to meet the requirements above.
- (c) Customer must obtain maintenance coverage (e.g. Unified Communications Maintenance Service Agreement PLUS Mitel Software Assurance for a Mitel UC Solution; Cisco Smart Net Total Care for a Cisco UC solution) on the PBX and Infrastructure devices included in the Managed UC Service Components and is solely responsible for all charges incurred and terms and conditions associated therewith.
- (d) Customer must provide Allstream with Simple Network Management Protocol ("SNMP") read-only community strings and users for the Managed UC Service Components and proactively notify Allstream of any change to such SNMP read-only settings.

Customer Responsibilities

- (a) Customer must cooperate with Allstream to create and develop a SOW which defines responsibilities that may include, but are not limited to: (i) Network (Zayo MPLS, Zayo Internet or third party provided internet) requirements; (ii) IP telephony / VoIP LAN/ wide area network ("WAN") readiness requirements; and (iii) Device and soft client requirements.
- (b) 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 Allsteam. If on-site support is performed or facilitated by Allstream, Allstream will provide or facilitate such support at technical support labour rates (as specified herein). Examples of customer equipment that is connected to the Service, but not provided by Allstream, include (but are not limited to), phones and LAN/WAN connections.
- (c) Customer must have purchased Business Internet with enough bandwidth to accommodate Customer's aggregated voice traffic in addition to its data traffic.
- (d) 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.
- (e) While Customer may continue to use its current WAN network while using AMiCS, Allstream strongly recommends Customer implement at least one Allstream MiCloud dedicated ethernet internet circuit that will serve as Customer's access point to the Service.
- (f) Customer acknowledges and agrees that 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.
- (g) 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.
- (h) 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.
- (i) Customer is responsible for providing access for Customer's remote users (i.e., small retail sites, road warriors, work at home employees, etc.) with various broadband methods such as cable, DSL, wireless data options to access Customer's virtual private network to allow such remote users to use the Service
- (j) Customer shall provide and maintain proper operating conditions for equipment and software required to provide the Services ("Service Facilities") (including, but not limited to, an adequate equipment room and electrical power feed) in accordance with Allstream's specifications.
- (k) Customer shall provide (at no charge to Allstream) full and free access to the Service Facilities, working space in accordance with Allstream's site specifications near the Service Facilities as reasonably required by Allstream, and use of any machines, attachments, features, or other materials.

- (I) Customer shall ensure that Customer's employees, agents or representatives using the Service Facilities are trained in the proper use of the Service Facilities.
- (m) Customer must take all reasonable measures to protect any hardware or software belonging to Allstream (including, but not limited to, the IP Phones, desktop clients, mobile clients, or routers) deployed to deliver the Service. Upon termination of the Service, all hardware belonging to Allstream must be returned to Allstream in good condition, except for reasonable wear and tear, and all software belonging to Allstream must be removed from all Customer-owned systems and Devices.
- (n) 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.
- (o) Customer shall comply with all applicable laws, orders, codes, and regulations of any applicable jurisdiction applicable to the use of the Services.

Allstream Responsibilities

- (a) Allstream will provide 24x7x365 proactive monitoring of the Service and notify Customer of potentially Service quality-affecting incidents.
- (b) Allstream will provide support according to the following:
 - (i) Service Desk and Tier 1 Support are reachable via: Allstream Support Access Portal ("ASAP") at www.allstream.com/asap, or by calling 1 888 733 5744 Allstream will take support calls from Customer's designated personnel and will perform preliminary triage;
 - (ii) Troubleshoot, diagnose and resolve reported and detected incidents;
 - (iii) Assign a ticket number to track all incidents;
 - (iv) Provide Customer with timely updates on incident progress;
 - (v) Provide incident follow-through to ultimate and timely resolution, ticket documentation and closure;
 - (vi) Invoke escalation and internal alert process where appropriate and
 - (vii) Escalate unresolved technical issues with equipment vendor support.
- (c) Allstream will provide the Service selected under "Service Detail" according to the SoW for that Service.
- (d) Allstream will store configuration files and inventory listings on ASAP at www.allstream.com/asap.
- (e) For Managed UC, 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 Managed UC 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).
- (f) For Allstream MiCloud, Allstream will provide optional customer support services for moves, adds, changes and deletions ("MACDs"). Software MACDs are changes to Service configuration that require no on-site visit, physical modification, or network downtime. Software MACDs are provided at an additional cost (as specified herein) on a per-occurrence basis. Allstream will complete software MACDs according to the Configuration Management Performance Objectives below. The objectives apply to remote administration and do not assume the use of Allstream personnel for on-site changes.
 - (i) Bulk user / Device addition / change / deletion. Assignment of Devices to specific profiles, mass changes or deletions will be performed at a rate of 500 requests per week and require 5 business days to complete. Allstream will provide a bulk user template to record requested additions.
 - (ii) Normal user / Device addition / change / deletion. Up to 50 users / devices per day per request will be added / changed / deleted upon customer call. Requires 1 business day to complete.
 - (iii) Back-up and restoral. Allstream will remotely store and maintain the last-known-good configuration data for Service Components for restoral purposes. Allstream will work with the Customer to provide back-up procedures so that these configurations are available for recovery. Back-up will be performed on a routine basis and upon the execution of changes.
- (g) 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 include 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). For hardware MACDs, the performance objective for completion is 5 business days.
- (h) 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.