**SERVICE SCHEDULE**

**VOICE SERVICES**

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

This Voice Services Service Schedule (“**Service Schedule**”) shall be governed by and subject to the applicable Master Service Agreement (“**MSA**”) between the Customer and Allstream Business Inc. and/or 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. **DEFINITIONS.** The following additional definitions shall apply to the Services:
	1. **Bandwidth Commitment** - the Customer’s commitment, in a given month to pay for a certain level of Bandwidth. Customer agrees to pay the MRC specified on the Service Order as a minimum monthly charge regardless of actual usage. A Bandwidth Commitment must be specified on a Service Order to be applicable.
	2. **BLD-Plus Rate Plan** is a business long distance rate plan offered by Allstream to customers in Canada.
	3. **Co-Locate**- Services that are provided using unbundled loops connected to the Allstream network via co-location facilities in the ILEC’s central office.
	4. **CPN** – Calling Party Number
	5. **Long Distance Directory Assistance** is a chargeable service where the caller dials 1-NPA-555-1212 to request a long distance phone number.
	6. **Message Relay Services-** use either Teletypewriter (TTY) or Internet protocol (IP) relay service to assist the hearing impaired. A TTY is a telephone-typewriter hybrid that transmits text-based messages to another TTY over the telephone network. IP relay service uses a device connected to the Internet (e.g., computer, laptop, wireless device) or a text messaging application to reach the relay operator.
	7. **NNI** (Network-to-Network Interface) is the physical interface used to interconnect to Allstream’s network. It provides the point of demarcation between the Allstream and Customer networks.
	8. **Off-Net** is any Service which does not meet the definition of On-Net in Section 1.9.
	9. **On-Net** is any Service that can be provisioned entirely on Allstream facilities and does not include any Third Party Services (as defined herein) or special construction.
	10. **Operator Services** include any operator handled calls including directory assistance, collect calls and calls billed to a third party
	11. **Outbound Long Distance** includes domestic and international outbound calls placed outside of the local calling area. When a caller dials a one, followed by an area code and a seven-digit local telephone number, the call is a long-distance call
	12. **Point of Demarcation** is the NNI and/or UNI interface port where Allstream hands off service to Customer except as otherwise specified on a Service Order.
	13. **911 Municipal Service -** Regional 911 service where the Public Safety Answering Point (PSAP) is not led by the ILECs but operated by the municipality (or outsourced).
2. **OUTBOUND AND TOLL FREE SERVICES**
	1. **RATES:** Outbound Long Distance calls are rated and charged per minute. Unless otherwise specified in this Service Schedule, standard rates apply as per the “BLD-Plus Rate Plan,” and calls are rated using a thirty (30) second minimum duration (i.e. calls lasting less than 30 seconds are billed as if they lasted 30 seconds) and in six (6) second increments thereafter. Long Distance Directory Assistance and **O**perator Services surcharges (applicable only with Allstream Local Service) are rated per call.

Toll free (“TF”) and long distance (“LD”) calls are rated and charged per minute. Unless otherwise specified in this Service Schedule, standard rates apply to customers in Canada as per the “BLD-Plus Rate Plan,” and calls are rated using a thirty (30) second minimum duration (i.e. calls lasting less than 30 seconds are billed as if they lasted 30 seconds) and in six (6) second increments thereafter. U.S. customer rates are applied consistent with applicable U.S. price lists, tariffs, and service schedules.

* 1. **CONNECTION FEE WAIVER:** This waiver is applicable to the monthly connection fees assessed to long distance LD plans that use dedicated DS-1, ISDN PRI or Centrex LD access facilities. Calculated for all locations/circuits under a single Customer ID, all applicable per-access monthly connection fees are automatically waived when the average usage volume, per access, exceeds 30,000 minutes per monthly billing cycle. At or below this threshold, all LD connection fees apply to all accesses.
	2. **HIGH COST TRAFFIC:** Outbound long distance and inbound toll free usage rates are formulated using an assumed distribution of minutes carried to and from High Cost Regions within Canada and the United States (“High Cost Traffic”). ”High Cost Regions” means regions (typically rural) serviced by smaller, independent telecommunication companies as well as regions where Allstream incurs costs to have traffic carried that are equal to or greater than the rate charged to Customer by Allstream. The maximum threshold of allowable traffic distribution to/from High Cost Regions in Canada is 3.0% of the total Canadian traffic in any given month. The maximum threshold of allowable traffic distribution to/from High Cost Regions in the United States is 5.0% of the total US traffic in any given month. Customer agrees that if High Cost Traffic exceeds these stated thresholds, Allstream has the right to apply a regionally dependent surcharge for the incremental High Cost Traffic of up to $0.15 per minute. Customer will pay such increased rate in accordance with the Agreement. Customers in Canada will not use the LD and TF Services in a manner that enables calls originating in the United States to be terminated in the United States. U.S. customer rates will comply with all applicable laws and regulations.
	3. **PAYPHONE CALLS:** TF calls originating from payphones in Canada and the United States are subject to a per-call surcharge. The per-call surcharge is established by each payphone provider and Allstream will pass this surcharge on to the Customer. Customer will pay such surcharges in accordance with the Agreement.
	4. **HIGH CALL VOLUME:** Very high call volumes result in increased network costs. Per-call surcharges apply when Customer’s Service traffic results in a high call-to-minute ratio. Per-call surcharges may be applied when more than 15% of Customer’s total monthly calls have a duration of less than 30 seconds. If the per-call duration is less than 30 seconds for more than 15% of Customer’s calls in any given month, Allstream has the right to charge a per-call surcharge on such incremental traffic. Customer will pay such increased rate in accordance with the Agreement.
	5. **TOLL FRAUD:** Allstream conducts network monitoring on a 7x24 basis for its own internal efficiency and productivity needs. If, during the course of that monitoring, suspect traffic patterns are detected from Customer's lines or Services that may indicate toll fraud, hacking or any fraudulent use is taking place, Allstream will take commercially reasonable steps to mitigate Customer's exposure to financial impact. These steps may include: I. Notification of Customer and/or Customer’s Allstream representative; ii. Temporary suspension of LD Services, in whole or in part, until Customer's premise equipment (“CPE”) is sufficiently secured. In extreme circumstances this suspension may take place without prior consent from Customer; iii. Consultation with the Customer on best practices to secure their CPE
	6. **CUSTOMER RESPONSIBILITY:** Customer is wholly liable for all calls originating from their lines, Services and/or CPE, regardless of who initiated those calls. If the CPE is hacked, Customer hereby accepts and acknowledges that said hacking did not result from any action or inaction taken or not taken by Allstream. Customer accepts complete responsibility for the maintenance and security of their own CPE, including but not limited to proper password management and restriction of unneeded international, Operator or Casual (1010) dialing unless otherwise specified herein. Customer accepts all responsibility for calls and any costs, charges or expenses resulting from those calls that result from CPE security being breached or violated. Allstream is not liable for any charges resulting from toll fraud or hacking incidents. Additionally, Allstream is not responsible or liable as a result of its fraud monitoring and/or network monitoring. Any detection of a fraud incident and subsequent notifications or actions taken by Allstream is done as a value-add service and not in accordance with any obligations under the Agreement. The network monitoring efforts are in no way to be understood by Customer, or agreed by Allstream, to be an acceptance of responsibility on Allstream's part for a toll fraud or hacking incident or charges that arise from such incident.
	7. **THIRD PARTY CHARGES:** Notwithstanding anything contained in the MSA, Allstream reserves the right to pass on to Customer any bona fide third party charges incurred by Allstream in connection with the provision of the Service or the cancellation of the Service by Customer. Such third party charges shall be payable in accordance with the Agreement.
	8. **SUMMARY LEVEL BILLING:** “Summary Level Billing” (“SLB”) is an alternate billing method that sums the call durations of individual long distance calls, by service type, and multiplies the summed duration by the applicable, contracted usage rate in order to calculate the total charged amount. Taxes are calculated based on the provincial tax rules that apply to each service type. SLB is an optional billing method which is applied upon agreement of Customer and Allstream. SLB applies when the per-minute long distance rate is less than $0.01.
1. **BUSINESS LINES**
	1. **PROVISIONING TYPE:** Allstream local access facilities may be provisioned as “On-Net” or “Co-Locate.” “On-Net” Service is provided in buildings directly connected to Allstream’s fibre optic network; “Co-Locate” Services are provided using unbundled loops connected to the Allstream network via co-location facilities in the ILEC’s central office. Resale of third party provided services to Customer will have additional terms and conditions included in the Service Order.
	2. **SUITABILITY OF SERVICE**: Allstream Voice services are provided for general purpose commercial business telephony communication use only and Allstream makes no express or implied warranty as to the suitability of the service for any other purpose.  The Customer acknowledges that the services are not proactively monitored for availability and the services are not intended for essential services applications nor any application where high-availability is critical.  Allstream shall not be liable for the Customer’s use of the services for applications where personal health, safety, or property may be at risk.  This disclaimer extends, but is not limited to use of the service for emergency phones, elevator phones, security, alarm applications, etc...  The Customer agrees that it is solely and entirely responsible to ensure the suitability of the Service for its intended purpose and compliance with appropriate standards related to its use of the Service and compliance with third party requirements.   The Customer agrees to hold Allstream harmless from any liability arising from use of the Service beyond standard business communications purposes.
2. **ISDN PRI (INTEGRATED SERVCIES DIGITAL NETWORK-PRIMARY RATE INTERFACE):** Full-featured, two-way connectivity between the terminating equipment at the Customer’s location and the PSTN. ISDN-PRI is configured on a DS-1, using a D-channel to control the signaling of 23 associated B-channels, delivering trunk-type service. This Service supports DID functionality and CPNs for enhanced 911 support
	1. **LOCAL TRANSIT:** Local exchange services are designed for normal 2-way transit of local and long distance traffic between Customer’s equipment and the PSTN. Customer agrees that the Services will not be used for the wholesale termination of local transit, extended area service or long distance traffic to the Canadian PSTN. Allstream reserves the right to limit or discontinue Service with thirty (30) days prior written notice to Customer if Allstream determines, in its sole discretion, that Services are being used for such purpose.
	2. **CPNs and FX:** Customer confirms its intent to use CPNs on its ISDN-PRI Service to provide local telephone service to its end-users which may be provisioned at a fixed service point address of the Customer’s own discretion and may differ from that associated with the ISDN-PRI circuit. Customer agrees that CPNs will not be used as “Foreign Exchange (F/X)” lines. Restrictions built into 911 databases preclude registration of service point addresses that fall outside of a CPN’s native telephone exchange. Customer acknowledges that Allstream is therefore unable to provide Customer with access to 911 Service on Foreign Exchange (F/X) lines. Customer acknowledges and agrees that Allstream will not be liable for any injury, death or damage to persons or property, arising directly or indirectly out of, or relating to, Customer’s lack of access to 911 Service, and Customer hereby defends, indemnifies and holds harmless Allstream for any liabilities, claims, damages, losses and expenses, including all legal fees which it may suffer or incur, due to, arising from or to the extent contributed by Customer’s decision or failure to abide by this restriction.
3. **911 CHARGES:** Charges for 911, 911 Municipal and Message Relay Services will be added to the monthly invoice when applicable.
4. **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
5. **EQUIPMENT AND INSTALLATION.**
	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.
	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.
	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.
6. **MULTIPOINT SERVICES DELIVERY AND BILLING:** Unless otherwise specified in a Service Order, for Multipoint Services Allstream shall commence billing upon Installation of Services at each location. “Multipoint Services” means Services to be provided to multiple points of demarcation, whether at the same address or multiple addresses. “Installation of Services” means the delivery of operating circuits to a demarcation point.
7. **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 are included in the prices outlined 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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