**SERVICE SCHEDULE**

**SIP SERVICE**

This SIP Service Schedule (“**Service Schedule**”) shall be governed by and subject to the applicable Master Service Agreement (“**MSA**”) between enter cUSTOMER name here (“**Customer**”) and Allstream Business Inc. and/or Allstream Business US, LLC(“**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 in this Service Schedule by this reference. Capitalized terms not defined in this Service Schedule will have the meaning ascribed to them in the MSA. Allstream and Customer may be referred to 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. **BLD-Plus Rate Plan** - is a business long distance rate plan offered by Allstream to customers in Canada.
	2. **Digital Trunk Equivalent (DTE) –** also known as a SIP session, is a concurrent call path between the Customer and the PSTN. One DTE can support one concurrent call between the customer and the PSTN.
	3. **End User** means the Customer’s customer, and is the final consumer or party to whom the telephone service is registered; not a subsequent reseller.
	4. **Public Service Answering Point (PSAP)** - is a specialized emergency call-answer centre for all 9-1-1 calls originating within a specific geographic area. A PSAP agent connects a 9-1-1 caller to the required emergency services agency (police, fire and/or ambulance)**.**
	5. **Public Switched Telephone Network (PSTN)** – the Public Switched Telephone Network.
	6. **Regulated Services -** refers to local telephony services that are governed by the Canadian Radio-television and Telecommunications Commission (“CRTC”), the Federal Communications Commission (“FCC”), or the laws of the province or state where the Services are to be provided.
	7. **Telephone Number (TN)** is a working telephone number enabled for SIP Service that supports direct inward and outward dialing functionality.
	8. **VoIP 9-1-1** - provides a caller dialing the digits 9-1-1 with access to an emergency services operator who will ask the caller to verify the last known address that the operator has on record for the caller, and then connect the call to a PSAP operator able to dispatch police/ fire/ ambulance to the service area from which they are calling.

**1.9 2-1-1 Service -** provides three-digit access to Public Information and Referral Services related to community, social, health and government services.

**1.10 3-1-1** **Service -** provides three-digit access to Non-Emergency Municipal Government services.

**1.11 4-1-1 Service –** provides three-digit access to local Directory Assistance Operator.

**1.12 5-1-1 Service -** provides three-digit access to provincial travel services (Canada) and transportation and traffic information (U.S.).

**1.13 7-1-1 Service -** provides three-digit access to Message Relay Service (MRS) or Telecommunications Relay Service (TRS), a TTY interface used to assist communications for the hearing impaired.

**1.14 8-1-1 Service -** provides three-digit access to provincial information services (Canada) or access to One Call Services (U.S.).

* 1. **9-1-1 Service -** SIP Service supports VoIP 9-1-1 for fixed native, fixed non-native, and nomadic VoIP applications. Complete information regarding Allstream’s VoIP 911 service support on SIP Service including service limitations can be found at [www.allstream.com](http://www.allstream.com).
	2. **n-1-1 Services-** refers collectively to these dialing codes. Availability varies by geography.
1. **RESELLING SERVICES**. Customer reselling Allstream SIP Service in Canada agrees to comply with all regulatory requirements, including the terms and conditions contained in the following document posted on [www.allstream.com](http://www.allstream.com): Resale of Allstream Services in Canada and The United States - Regulated Terms and Conditions.

Customer reselling Allstream SIP Service in the United States agrees to comply with all regulatory requirements, including the information and policies posted at www.allstream.com (Terms and Conditions/ Policies and Info for Services in the U.S.A).

1. **SERVICE DESCRIPTION**. There are three SIP Service options: SIP Trunking, SIP PRI Gateway, and SIP Business Line. SIP Trunking provides full-featured, 2-way voice connectivity between the Customer’s IP enabled session border controller, soft switch or PBX and the PSTN. A SIP Trunk is configured with a number of DTEs that provide packet based call paths, delivering a trunk type service. SIP PRI Gateway and SIP Business Line provide a gateway device (Allstream Equipment) at the customer premise to deliver to customer end-point either ISDN PRI trunk type service or analog line service, respectively. SIP Service allows for local calling between all Allstream supported exchanges as updated from time to time, as well as access to the PSTN via bundled long distance services. Please visit www.allstream.com for additional terms and information applicable to SIP Service and this Service Schedule.
2. **EQUIPMENT AND INSTALLATION**.

**4.1 Allstream Equipment.** Allstream, or its agent, may provide, install, maintain, repair, operate and control Allstream equipment (“**Allstream Equipment**”). Allstream Equipment shall remain the sole and exclusive property of Allstream, and nothing contained in this Service Schedule shall give or convey to Customer, or any other person, any right, title or interest whatsoever in Allstream 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 ownership interest in Allstream Equipment. Customer shall not adjust, align, attempt to repair, relocate or remove Allstream Equipment, except as expressly authorized in writing by Allstream. Customer shall be liable for any loss of or damage to Allstream 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.

**4.2 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.

**4.3 Allstream ports telephone numbers in accordance with regulatory guidelines**. Current Carriers require specific detailed information when issuing a port request. Customer may be required to provide such detail to help facilitate the successful completion of such a request. These requests can take 10 business days to complete depending on region and current carrier.

**4.4 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 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 Equipment, Customer shall compensate Allstream for actual time and materials expended during the service call.

1. **SIP TRUNKING TERMS**.

SIP Service allow for local calling between all Allstream supported exchanges as updated from time to time plus access to the PSTN through bundled long distance services. Certain local services are unavailable with SIP Trunking including receipt of collect and bill-to-third party calls, as well as n11 services where available (2-1-1, 3-1-1, 5-1-1, 7-1-1, and 8-1-1 services). There may be cases where the customer will need to configure their equipment for these services to function.

Voice Services, including next generation network (“NGN”) SIP, when delivered over non-Allstream provided network infrastructure i.e. either Internet or Multiprotocol Label Switching (“MPLS”), is deemed to be 3rd Party Access, or more commonly referred to as over the top (“OTT”) delivery.

When using OTT services the customer acknowledges and agrees that OTT is a “best efforts” service, dependent on non-Allstream network and internet conditions.   Allstream makes every effort to ensure high quality of service within its network when delivering end-to-end services, including Quality of Service (“QoS”). However, Allstream can make no such guarantees of service quality for OTT services – either before it reaches the Allstream infrastructure or after it exits Allstream’s network.

SIP Service is designed for balanced 2-way transit of local traffic between the End User’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 PSTN. Allstream reserves the right to limit or discontinue Services with thirty (30) days prior written notice to the Customer if Allstream determines, in its sole discretion, that the Services are being used for such purpose. Allstream reserves the right to monitor for traffic imbalance over the Services. For each local exchange in which End User utilizes the Service, if the ratio of outbound local traffic (sent from End User’s equipment to the PSTN) versus inbound traffic exceeds 69% of the total traffic in any given monthly billing period (the “Threshold”), a surcharge of $1.00 per SIP trunk will apply for each percentage point above the Threshold.

1. **LONG DISTANCE TERMS**.

If at any time a Customer in Canada terminates more than 3.0% of its total billable monthly minutes to “High Cost” regions, as defined by Allstream, Allstream has the right to apply a surcharge of CDN $0.09 for each minute that the High Cost termination minutes exceed the stated threshold of 3.0% or other threshold as agreed upon by Allstream and the customer.

If at any time a Customer in Canada terminates more than 1.0% of its total billable minutes to the Northwest Territories, Nunavut and Yukon Territories (collectively, “NWT” areas), as defined by Allstream, in its sole discretion, Allstream has the right to apply a surcharge of CDN $0.15 for each minute that exceeds the stated threshold of 1.0%.

Allstream may, in its sole discretion, make revisions to the High Cost and NWT codes or increase the destination rates specified in the Service Order upon providing the Customer with thirty (30) days prior written notice. Such notice of any change to the codes or increase in destination rates shall indicate only those changes for the relevant destination(s) set out in the Service Schedule. Notices for any destination rate decreases are effective immediately upon receipt by Customer unless otherwise specified in writing by such notice.

U.S. Customer rates will comply with all applicable laws and regulations, and will be applied consistent with applicable U.S. price lists, tariffs, and Service Schedules.

High call volumes result in increased network costs. Per-call surcharges apply when Customer’s Canadian traffic results in a high call-to-minute ratio. Unless otherwise agreed upon by Allstream and the customer, per-call surcharges may be applied when more than 15% of Customer’s total monthly calls have 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 upon notice from Allstream.

Long distance calls within Canada and the United States are rated and charged per minute unless included in a flat-rate long distance plan. Long Distance calls to international destinations are rated and charged per minute. Unless otherwise agreed to in writing by the parties, standard international Long Distance Services rates apply to Customers in Canada as per Allstream’s “**BLD-Plus Rate Plan**.” All calls are rated using a thirty (30) second minimum duration and in six (6) second increments thereafter.

Allstream is the exclusive provider of long distance for SIP Service for End Users.

In addition to the rates contained within the Service Schedule, Customer shall be liable to pay all applicable Canadian or US Directory Assistance charges. Allstream may in its sole discretion, change the rate specified for Directory Assistance upon providing the Customer with thirty (30) days prior written notice. Any Directory Assistance calls sent by the Customer where no rate has been provided shall be invoiced at standard rates.

**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

1. **DIRECTORY LISTINGS**.

The Customer is responsible for ensuring that order information submitted to Allstream is accurate. Allstream accepts no liability for any order or directory listing inaccuracies, including 9-1-1 information.

Allstream will ensure directory listing information provided by the Customer is made available to white pages directory listing publishers. Allstream is not responsible for providing directory listing information for updates to Yellow Pages, or to directory listing websites in Canada.

1. **SYSTEMS COMPATIBILITY**.

SIP is an evolving technology. Customer is responsible to make changes to their system in order to allow the service to function. These changes include, but are not limited to the configuration, programming, software or hardware of the customer’s system. Allstream reserves the right to make changes on Allstream equipment including software upgrades, hardware upgrades or configuration changes.

|  |  |  |
| --- | --- | --- |
| **ALLSTREAM** |  | enter cUSTOMER name here |
|  |  |  |
| Signature: |  |  | Signature: |  |
|  |  |  |  |  |
| Name: |  |  | Name: |  |
| Title: |  |  | Title: |  |
|  |  |  |  |  |
| Date: |  |  | Date: |  |