**SERVICE SCHEDULE**

**UNIFIED COMMUNICATIONS EQUIPMENT, SUBSCRIPTION AND MAINTENANCE**

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

This Unified Communications Equipment, Subscription and Maintenance 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 or Statement Of Work (“**SOW**”).

1. **EQUIPMENT SALE**
	1. **Availability and Pricing.** Pricing is subject to change at any time and may fluctuate, for example, as a result of foreign exchange rate, vendor price increase, error & omissions or labor rate changes. Vendors may discontinue product, make changes to product specifications or to availability information. For material changes to pricing, availability or specifications of products, Allstream will promptly inform Customers and will use its best commercial effort to mitigate impact of such changes.
	2. **Non-Cancellable Contract.** Orders for product are non-cancellable. Orders may only be cancelled or deliveries deferred if the Customer immediately assumes liability and makes all payments to Allstream for: (a) all equipment that has been ordered and received by Allstream from the Original equipment Manufacturer (“OEM”) for the contracted sale; (b) all Services completed at the unit price; (c) Services in progress on the basis of the percentage of completion thereof times the order unit price; (d) raw material, unamortized tooling, engineering and other cancellation charges incurred on the basis of cost to Allstream, plus handling and overhead charges. Cancellation charges (including, without limitation, deposit adjustments) relating to orders for product shall be determined at the time of cancellation or deferment. Orders and acceptances are subject to cancellation if not approved by Allstream’s Credit Department. All cancellations must be received in writing within thirty (30) days of the Acceptance Date and must be approved by Allstream. In the event that any of the aforementioned cancellation charges are applicable, Allstream shall provide notice to Customer, and Customer shall remit such charges to Allstream forthwith
	3. **Equipment.** The equipment shall be located and used only at the location designated by the parties in writing (“Equipment Location”). Customer shall cause the equipment to be operated in compliance with the general operating specifications and standards of the OEM, and all applicable laws. Further, until all amounts owing have been satisfied, Customer will not sell, lease or otherwise dispose of the equipment (or any part thereof) and will keep the equipment free of all encumbrances. At all times, Customer will use the equipment only in the manner for which it is designed and as a prudent and careful owner would. Unless otherwise specified, equipment will be stored and staged at Allstream’s location until such time as it is installed at the Customer site. Allstream may, at its sole discretion, ship equipment to Customer and invoice for said equipment shall installation be delayed for whatever reason for more than 6 months post order date.
	4. **Installation Service.** Allstream will provide installation Services in the event the “installation of equipment” is part of the Service Order. Allstream will provide the installation Services in a professional and workmanlike manner, consistent with industry standards applicable to such Services and in accordance with the Service Order (or any other attachment appended hereto, including a schedule or statement of work).
	5. **Software License**. Software is licensed on an "as is" basis. Customer’s right to use any software programs included with the equipment shall be subject to the license terms and conditions specified by the suppliers of such software programs. If required by such suppliers, Customer shall sign software license agreements with such suppliers in the form they require. For Cisco software, the End User License Agreement (the “EULA”) is available at <http://www.cisco.com/go/eula>.
	6. **Installation Service.** Allstream shall begin installing the equipment at the equipment Location before the estimated cutover date and continue installation Services in an expeditious manner so long as Customer makes progress payments as called for by the Payment Terms and is not otherwise in default. Customer acknowledges that it may be necessary to perform equipment installation Services in multiple stages. If such staging is required, Customer further agrees and acknowledges that each stage may be accepted as a complete agreement, that all terms and conditions of this Agreement shall become applicable as if a complete agreement, and Customer will take title to any and all equipment, and remit payment to Allstream as per the terms and conditions herein agreed. Customer shall, at its expense, provide Allstream with access to the Equipment Location for purposes of installation Services and otherwise co-operate with Allstream and prepare the Equipment Location in such a manner as to facilitate such installation Services. Allstream shall not be responsible for replacing ceiling tiles, floor or wall panels, painting, plastering or making other repairs to Customer’s premises resulting from the installation of the equipment.
	7. **Emergency Calling Acknowledgment.** Customer acknowledges and agrees that: (a) 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 the Customer’s local access provider; (b) 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 (c) Telecommunications and emergency calling laws vary from country to country, and that if the equipment is installed, deployed or used outside of Canada or the United States of America, Allstream is not responsible for determining the applicable laws and regulations and ensuring equipment compliance with those laws and regulations. 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 defend, 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 equipment; (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 equipment; or (c) any installation, deployment, or use of the equipment outside of Canada or the United States of America.
	8. **Risk of Loss.** Customer shall bear the risk of loss, destruction or confiscation to the equipment from the time the equipment is delivered to the Equipment Location and Customer shall be responsible for insuring the equipment as of the date of such delivery.
2. **SUBSCRIPTION & CLOUD SERVICE**
	1. **SUBSCRIPTION & CLOUD SERVICE** – For subscription & cloud services, the Service Activation Date will be the date that the service is provisioned and available for use from the vendor or from Allstream. Cisco subscription or cloud offer (in particular but not limited to Annuity SaaS subscription such as Flex & Webex) is governed by the Cisco Universal Cloud Agreement and applicable Offer Description available at <https://www.cisco.com/go/cloudterms>. By placing an order for Subscription or Cloud Service or using the service, you consent to these terms.
	2. Charges for the Services are based on the estimates provided by the Customer for Average Active Users, Knowledge Workers and/or average PSTN audio usage. PSTN audio through Cisco Cloud Connected Audio (CCA) is subject to fair use defined as less than an average of 1,000 PSTN minutes per user per month and no more than 10% above the total expected average PSTN usage in minutes per month per country. Overage for additional minutes, storage space used or otherwise is subject to additional charges.

2.3 Customer is responsible to securely maintain all user accounts through proper security policies to protect password and/or PIN and will promptly remove access for employees who are no longer authorized to use the service. Customer accepts and acknowledges that any additional Services (such as but not limited to additional Webex users) provisioned through an admin portal or equivalent beyond their initial subscription order quantity will be billed by Allstream at the then current subscription unit rate. Additional Services will be due for the remainder of the term in full for each subsequent billing period, including any renewal period.

* 1. If you select periodic billing by Allstream, you unconditionally agree to make the required payments at each interval for the entire term of the subscription. If you fail to make such payments: (a) you will be in breach of your purchase agreement with Allstream and Allstream will have the right to exercise all rights and remedies available to it under that agreement and at law or in equity; (b) the outstanding balance of your subscription will become immediately due and payable, and Allstream may exercise its rights to recover any and all unpaid subscription amounts and other amounts due and owing under your subscription; and (c) to the extent you are entitled to any kind of refund from Allstream, such refund will be applied to any outstanding amounts due under your subscription.
1. **MAINTENANCE SERVICE**
	1. **MAINTENANCE SERVICE** – For equipment purchased with Allstream Maintenance Services, Allstream shall provide all labor, parts and equipment modifications Allstream deems necessary to maintain the equipment in good operating condition, subject to the following: (a) remedial maintenance service - Allstream will provide remedial maintenance service (defined as Allstream’s then standard maintenance service other than Critical maintenance service) during Allstream’s regular business hours from 08:00 to 17:00, Monday through Friday, excluding statutory holidays. At Customer’s request for remedial maintenance service, Allstream will arrive at the equipment location within 24 hours provided the equipment location is within 60 km (40 Miles) of a designated Allstream service centre. For equipment locations beyond 60 km (40Miles), Allstream will use its best efforts (utilizing whatever resources Allstream deems appropriate) in responding to Customer’s request. Requests from the Customer for remedial maintenance service outside Allstream’s regular business hours are not covered under this Service Schedule and will be subject to Allstream’s prevailing time and material service policies and rates. (b) critical maintenance service - Upon Customer’s request for critical maintenance service (defined as service required where the equipment causes a total failure of the telephone system, or blocks or seriously restricts the system switching pattern), Allstream will contact the Customer within two (2) hours. (c) All parts will be furnished on an exchange basis and will be new standard parts or parts of equivalent quality. Any parts removed for replacement shall become the property of Allstream. (d) Performance of maintenance service shall not extend any applicable original manufacturer’s warranty period. (e) Unless indicated otherwise, after the initial first year original manufacturer’s warranty, software, software upgrades, cordless telephones, batteries, headsets, uninterrupted power supply (UPS) and cabling are not covered under this Service Schedule. (f) Any special products, and the hardware, firmware and media for such products are warranted for 90 days. (g) In general, if the Client uses any software and hardware not provided by Allstream, or specified by Service Provider in writing to be compatible with the Service, the Client will be responsible for all risk and liability associated with the addition of these items that will be considered out of scope. (h) In the event the Services include “Cisco SMARTnet” maintenance Services (“SMARTnet Services”) or other 3rd party services such as but not limited to Meraki Licenses or Cisco Partner Plus Customer acknowledges and agrees that such service will be governed by the respective 3rd party. Cisco SmartNet Services will be provided by Cisco Systems Canada Co. (“Cisco”) in accordance with the terms and conditions of the Cisco maintenance agreement for SMARTnet Services (“SMARTnet Agreement”), a current copy of the SMARTnet Agreement is available at <http://www.cisco.com/go/servicedescriptions>or any related 3rd party service agreement (such as <https://meraki.cisco.com/support/> for Meraki). (h) Resold maintenance or Cloud & maintenance services from vendor (e.g. Cisco SMARTnet, Meraki) will come into effect at the time the equipment is shipped to Allstream or the service/software gets activated, whichever comes first (Service Activation Date).
	2. **MAINTENANCE CHARGES** – The Customer agrees to pay to Allstream the charges detailed in each Service Order plus all applicable Taxes. The charges are based on the number of active service units and devices utilized in the system, as identified in the Service Order. The charges shall be payable, in advance, on the first day of each year of the Initial Term or renewal term (as applicable). In the event that payment is not received by the first day of each year of the Initial Term or renewal term (as applicable), any maintenance service required by Customer shall be provided at Allstream’s prevailing time and material rates and policies. (c) Customer shall pay interest on any late payments at the lower of 1.5% per month or the maximum rate allowed by applicable law. Customer shall pay all costs incurred by Allstream in collecting overdue accounts, including reasonable legal fees. (d) Unless otherwise specified, all dollar amounts detailed herein are in Canadian dollars and are exclusive of any value added tax, goods and services tax, or other transaction or indirect tax, fee or surcharge that may apply, including any related interest, penalty or similar charge (“Taxes”). (e) Equipment covered under this Service Schedule may be subject to additional charges, based on the distance between the equipment location and the nearest designated Allstream service centre, in accordance with Allstream’s prevailing policies and rates. (f) The charges shall remain in effect during the Initial Term and any renewal term of this Service Order unless Allstream provides written notice to Customer, at least sixty (60) days prior to the end of the Initial Term or renewal term (as applicable) that the Charges shall be amended with effect from the first day of the next renewal term. (g) charges for Moves, Adds and Changes (“MAC’s”), are not covered under this Service Schedule. (h) Customer’s obligation to pay all amounts hereunder is absolute and unconditional and shall not be subject to any abatement, reduction, set-off, defence or counterclaim.
	3. **TERMINATION OF Allstream MAINTENANCE SERVICE –** Allstream may terminate the Allstream Maintenance Service at any time without cause, upon sixty (60) days prior written notice to the Customer. Upon such termination by Allstream any prepaid amounts shall be returned to the Customer on a prorated basis.
	4. **MOVES, ADDS AND CHANGES (“MAC”)** – (a) Maintenance Services may continue to apply to equipment which is moved to another location within 60km (40 Miles) of the designated Allstream Service center, subject to the following requirements: (i) Customer shall provide Allstream with a minimum of ninety (90) days prior written notice of such move; (ii) Allstream reserves the right to supervise the dismantling, packing and unpacking of the equipment, and to inspect and install the equipment at the new equipment location. The Customer shall be charged for all such work performed by Allstream at Allstream’s prevailing MAC rates and terms. (iii) Allstream reserves the right to terminate this Service Schedule or maintenance service to equipment subject to a MAC if more than sixty (60) days have elapsed from the date of dismantling to the date of installation at the new equipment location, or if the new equipment location installation is more than 60 km (40 Miles) from a designated Allstream service centre. (b) Subject to the requirements of this Service Schedule, Allstream supplied equipment purchased by Customer and interconnected with the equipment covered under this Service Schedule will automatically be added to this Service Schedule effective the date such equipment is installed, at Allstream’s then prevailing rates. (c) Equipment that is removed from and no longer used in conjunction with the equipment covered under this Service Schedule may be deleted by Customer from this Service Schedule upon a minimum of sixty (60) days written notice to Allstream prior to the end of the Initial Term or renewal term, as applicable. Deletion or removal of any equipment will not result in a credit of any prepaid amounts. (d) Alterations, attachments, additional features or devices (including, but not limited to, attachments by electrical or mechanical connection or by juxtaposition) shall not be added or interconnected to the equipment without the prior written approval of Allstream. If, in Allstream’s opinion, such alteration, attachment, feature or device interferes with the operation of, or Allstream’s ability to maintain the equipment, then Customer shall, upon request from Allstream, promptly remove the alteration, attachment, feature or device and restore the equipment to its original condition. If Customer delays or refuses to restore the equipment to its original condition, Allstream’s obligations under this Service Schedule may, at Allstream’s option, be terminated effective immediately upon written notice to Customer, without refunding any prepaid amounts.
	5. **EXCLUSIONS FOR MAINTENANCE** - (a) Allstream shall not be required to maintain any alterations, attachments, additional features, or other devices integral or interconnected to the equipment that were not supplied by Allstream. (b) Allstream shall not be obligated to provide maintenance service nor shall it have any liability whatsoever under this Service Schedule if Customer fails to meet its payment obligations hereunder, or a repair or adjustment is required due to: (i) repair, adjustment or modification, whether made or attempted, to the equipment by any person other than an authorized Allstream representative; (ii) failure of Customer to provide suitable operating conditions for the equipment; (iii) misuse, neglect or accident attributable to Customer, including, but not limited to, unusual physical or electrical stress; (iv) the relocation of the equipment without Allstream’s prior written approval; (v) the failure of air-conditioning, electrical power, or humidity control; (vi) Acts of God, fire, water, earthquake, lightning strikes, riots, war, nuclear disaster, vandalism, theft or any other event beyond Allstream’s reasonable control; (vii) the combination of the equipment with other equipment not previously approved or supplied by Allstream for such purpose. If maintenance service is required as a result of the aforementioned causes and Allstream agrees to provide maintenance service, such Maintenance Service shall be performed at Allstream’s then prevailing rates. (c) When, in the reasonable opinion of Allstream, maintaining the equipment in good operating condition is no longer possible for any reason (including, but not limited to, normal wear and tear), Allstream shall provide the Customer with an estimate of refurbishment charges. Should Customer fail to make the equipment available to Allstream for such refurbishment within thirty (30) days after receipt of the estimate, Allstream may terminate service for such equipment, and such estimate shall be null and void. (d) Requests for maintenance service that are identified by Allstream to be a result of Customer’s lack of knowledge or unfamiliarity with the proper use of the equipment are not covered under this Service Schedule. Such maintenance service requests shall be performed at Allstream’s then prevailing rates. (e) Moves, Adds or Changes (MACS) that are requests to move the Customer system or components from one location to another, add purchased items or change/modify the way the system operates are not included in this Service Schedule. (f) All equipment, including hardware and software, that is considered manufacturer discontinued will be serviced on a best efforts basis. If service stock is not available in the market and upgrade or replacement is required, the equipment and labour costs associated with such upgrade will be charged to the Customer at prevailing time and material rates. Any costs incurred by Allstream, via either the Original Equipment Manufacturer (OEM), or any other third party service provider, towards the service support of manufacturer discontinued hardware or software, will be charged to the Customer. If the Customer refuses such upgrade, Allstream may terminate this Service Schedule without cause as described in this Agreement.
2. **CUSTOMER RESPONSIBILITIES** - (a) 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. (b) Customer shall immediately notify Allstream when maintenance service is required. (c) 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. (d) Customer shall ensure that Customer’s staff using the equipment are trained in the proper use of the equipment. (e) 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.
3. **ACCESS AND CUSTOMER PREMESIS 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.
	1. **Customer Equipment and Inside Wiring**. Services are delivered to a point of demarcation (“Demarcation Point”) or the minimum point of entry (“MPOE”) at the Customer's location. Customer is responsible for connecting to the Demarcation Point or from the MPOE to the premises, as specified in the Service Order.  Equipment and service beyond the Demarcation Point and/or interconnection between Allstream’s facilities and terminal equipment shall be the responsibility of Customer (“Customer Equipment”). Customer must procure and maintain Customer Equipment that is technically compatible with the Service and the Allstream network. Allstream shall have no obligation to install, maintain or repair any non-Allstream 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 call. Wiring at the Demarcation Point, on the Customer’s side of the Demarcation Point or the MPOE, or otherwise inside the Customer’s building or premises, is considered inside wiring (“Inside Wiring”) for which the Customer is responsible. Customer may be required to install, maintain, or repair Inside Wiring in order to use the Service, and Customer is responsible for ensuring that the Inside Wiring is ready and compatible with the Service. Customer Equipment and Inside Wiring costs may apply and are not included in the quote for Service(s).
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/equipment delivered. Additional Services may be ordered subsequently through a new Service Order or change request. For Allstream maintenance Services, such Service Order or change request will be subject to an inspection and approval from Allstream and may incur inspection charges at the then prevailing rates for all parts and labor required to place the equipment in good operating condition.
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.

|  |  |  |
| --- | --- | --- |
| **Allstream** |  | enter CUSTOMER name here |
|  |  |  |
| Signature: |  |  | Signature: |  |
|  |  |  |  |  |
| Name: |  |  | Name: |  |
| Title: |  |  | Title: |  |
|  |  |  |  |  |
| Date: |  |  | Date: |  |