 **SERVICE SCHEDULE**

**SD-WAN AND SD-INTERNET SERVICES**

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

This SD-WAN and SD-Internet 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](file:///C%3A%5CUsers%5CDev%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CINetCache%5CContent.Outlook%5CMHF5KCKQ%5Cwww.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.

Allstream assigns IP space for use by its customers in accordance with Allstream’s IP Allocation and Usage Policy as posted on Allstream.com.

By using SD-WAN Services, the Customer acknowledges that it and its End Users are responsible for compliance with Allstream’s Acceptable Use Policy posted on Allstream.com.

1. **DEFINITIONS.** The following additional definitions shall apply to the Services:

**Bandwidth** – the amount of data (quantified as Mbps (“M”) or Gbps (“G”)) made available to Customer as specified in a Service Order, or in the event of usage based billing, the amount of data actually transmitted.

**Bandwidth Commitment** - the Customer’s commitment, in a given month to pay for a certain level of Bandwidth. Customer agrees to pay the monthly charges 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.

**Business Days -** All Intervals are measured in standard working days. Statutory holidays are governed by the legislation of the applicable province.

**CE –** Customer Equipment located on the customer premises that provides an Ethernet interface between the customer's LAN and Allstream’s core network.

**Customer Network** - Includes all customer premises networking equipment supplied and operated by Allstream, access links and all interconnecting elements that connect to the Allstream Core Network. Does not include the CE where customer has requested the CE to be unbundled from the Service**.**

**Point of Demarcation** is the Ethernet port of the Allstream provided CE facing the Customer Network.

**QOS -** Quality of Service - measure of performance for a transmission system that reflects its transmission quality and service availability.

**Special Assembly-** Any non-standard service provided by Allstream in which the design or pricing must be developed on a custom basis.

**TBD-** To Be Determined.

**7/24/365 -** Seven days a week, 24 hours a day, 365 days a year.

1. **PRODUCT OVERVIEW**

**Managed SD-WAN/ SD-Internet -** The Managed Service offering is a series of network professionals, operational computerized tools and formal processes for customer interaction that bring true value to business clients. Together these components provide greater stability and manageability for the client’s investment in Allstream’s network. This out-tasking of various packaged Network Management functions to Allstream allows avoiding unnecessary investment in monitoring tools and the expense of acquiring and retaining of a deep bench of networking staff to achieve success**.**

1. **PRODUCT DESCRIPTION**

**3.1 Service desk incident management**: Allstream proactively monitors the Customer’s network for significant, pre-defined events and thresholds 24 hours a day, 7 days a week. Includes auto-incident ticket processing with Customer notification. Alternatively, Customer can initiate break-fix support with a call to Allstream’s toll-free service desk

**3.2 CE hardware and software support:** Upon detection of a hardware fault, a technician is dispatched to the affected Customer site for replacement or repair. Allstream stores configuration files for retrieval if required and upgrades the Internetworking Operating System (IOS) when required to maintain applicable service levels.

* 1. **Change Management**: A formal, disciplined change management process that promotes network stability during all requested technology changes. To determine when a “Request for Change” (“RFC”) can be best implemented RFCs are classified based on: risk, size, complexity, resource requirements and impact to network design. A RFC is submitted to Allstream by e-mail and tracked in Allstream’s ticketing system.
	2. **Network Reports**: Allstream’s operational and performance level reporting displays real-time traffic reports and allows Customer and Allstream’s support team to efficiently monitor the network and troubleshoot.
1. **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 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. **WIRELESS BACK UP SERVICE:** The Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors for Allstream provided Services and that the Customer is not a third party beneficiary of any agreement between the Customer and the underlying carrier. The Customer hereby waives any and all claims or demands therefor.
	5. **RESALE OF WIRELESS BACK-UP SERVICE**. The Customer acknowledges that any Wireless Back-up Service purchased from Allstream will be acquired solely for the Customer’s use and not for resale.
	6. **DATA MONITORING OF WIRELESS BACK-UP.** The Customer Acknowledges that it is aware of the possibility that certain third parties may have access to monitor its data traffic over any Wireless Back-Up Service purchased from Allstream.

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