

**SERVICE SCHEDULE**

**IT CLOUDVIEW SERVICE**

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

This IT CloudView 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 and affiliates (“**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 IT and communications services (“**Services**”) as purchased by Customer from time to time by way of an Allstream approved Service Order.

1. **DESCRIPTION OF SERVICE**
	1. **General Description**

Allstream’s IT CloudView service suite offers customers a unique way to centrally manage their IT infrastructure through the rental or purchase of IT CloudView hardware devices (“Device”) and the subscription of software services (referred to as “Module”). There are five Modules that make up the offer. Through this single pane of glass accessed via a visual dashboard (“Dashboard”), Customers are able to monitor and or modify features of purchased Modules and Devices such as Wi-Fi Access Points (“Wi-Fi Module”), LAN Switches (“Switch Module”), Security Appliances (“Security Appliance Module”), Video Surveillance Cameras (“Surveillance Module”) as well as their iOS, Android and windows based devices (“Device Management Module”). The Service may be paired and provisioned with other Allstream products.

* 1. **Allstream IT CloudView Plans**

Allstream offers three (3) Service packages. These include:

-Allstream IT CloudView Premium Software Package HQ Small (“ITCV Prem. SW Pkg HQ S”) for up to 4 locations and 19 Devices

-Allstream IT CloudView Premium Software Package HQ Medium (“ITCV Prem. SW Pkg HQ M”) for up to 9 locations and 49 Devices

-Allstream IT CloudView Premium Software Package HQ Large (“ITCV Prem. SW Pkg HQ L”) for up to 19 sites and 99 Devices.

With the package, a Customer can subscribe to one of three levels of Dashboard Access available: No Dashboard Access, Base Supervisor Access, and Full Supervisor Access. Customer has the option to add features to a Service package by adding service elements that fall within one of the Modules. For all Modules except Device Management, Customer requires one or more Devices to provide the Service of the associated Module such as an Access Point, Camera, Security Appliance or Switch. In addition, each Device may be complemented with optional accessories (“Accessories”).

* 1. **Module Feature**

There are five (5) Modules with associated Devices and options, as set forth below. Each Module, associated Device if applicable and Advanced Options includes certain features assigned to each Device and/or Module.

1. **Wi-Fi**

Wireless LAN (Wi-Fi) Access Points, available in indoor or outdoor version, provide wireless LAN access to mobile device such as laptop computers, tablets, mobile phones and other devices of the Customer.

1. **Surveillance**

Surveillance Cameras, available in indoor and outdoor version, provide the ability to record video of certain indoor or outdoor area of the Customer premise. Recordings are stored on the Camera and available for several days depending on the settings applied as well as local conditions and are accessible from anywhere using the Dashboard with advanced search capability. Recordings that expire are no longer accessible.

1. **Switch**

Switches provide the ability to connect Customer provided devices such as servers, printers, laptops and phones using the Ethernet protocol. In addition, it can provide power (Power over Ethernet “PoE”) to devices of the Customer and/or of Allstream such as phones, cameras, Wi-Fi access points or other devices.

1. **Security Appliance**

Security Appliance provide security to a site by being the interface between Wide Area Network (WAN) connectivity such as MPLS or Internet and the internal LAN network. It provides next generation firewall functions, client VPN and depending on the option purchased advanced filtering, intrusion detection and prevention (IPS), advanced malware protection, site-to-site encryption and the management of more than one WAN connection (SD-WAN).

1. **Device Management**

Device Management offers the ability, after enrolling Customer mobile devices (such as laptop, mobile phone and tablets), to remotely monitor and manage these devices from the Dashboard. Device Management does not come with a Device but rather manages Customer provided devices and as such is a Dashboard feature only. Features vary based on Customer provided device capabilities.

* 1. **Advanced Application Solutions**

 The following features may supplement the Service:

1. **Advanced Security**

Advanced Security is an option added to one or more Security Appliance that adds the ability to do content filtering, intrusion detection and prevention and offer malware protection. Each Security Appliance requires a separate Advanced Security option to enable these features.

1. **SD-WAN**

SD-WAN is an option added to one or more Security Appliance that adds the ability to manage more than one WAN uplink (e.g. MPLS, Internet, cellular LTE) as well as provide site-to-site encryption between two or more Security Appliances enabled with the SD-WAN option. Each Security Appliance that requires site-to-site encryption or more than one WAN interface requires the SD-WAN option to enable these features.

1. **Enhanced Video Archive**

Enhanced Video Archive is an option added to one or more Cameras which provides the ability to store 90 or 180 days of full continuous video recording remotely to the Cloud for compliance purposes. Cloud Archiving requires internet connectivity with a minimum of 3 Mbps to allow the full storage of the recording. Each Camera that requires Enhanced Video Archive requires its own Enhanced Video Archive option.

* 1. **Dashboard Access**

Customer has the flexibility to choose between three access levels to the Dashboard:

1. No access, in which case all changes must be requested through Allstream for a fee
2. Base Supervisor access, in which the Customer can only manage VPN clients and Wi-Fi users if applicable, manage Customer devices (Device Management), monitor the network and/or access Camera recording through the Dashboard as applicable but not make any other changes. The ability to save changes in Dashboard is disabled for Base Supervisor. Up to 10 different Base Supervisor users can be setup through Allstream.
3. Full Supervisor Access in which the Customer has access to make changes on the Dashboard. Customer purchasing the Full Supervisor Access must sign the additional Full Supervisor Access addendum.

Customer with Base Supervisor access can have up to 10 Base Supervisors on the Dashboard. Customer with Full Supervisor access can have up to 30 Supervisors on the Dashboard. Customer purchasing Full Supervisor Access can elect to have some of their Supervisors with only Base Supervisor access. In addition, Full Supervisor Access Customers can set access level per location in the dashboard.

1. **CUSTOMER PREMISE DEVICE**
	1. **Definition**

Customer Premises Devices means any equipment provided by Allstream in connection with the Services (“CPD”). CPD includes Allstream IT CloudView Devices such as Access Points, Switches, Cameras and Security Appliances along with associated accessories that is located on the customer premise. CPD does not include any wiring, cabling or jacks. CPD may be provided to the Customer as follows:

1. **Rented**

Customer may rent CPD for an MRC as part of the Service.

1. **Purchase**

Customer may purchase certain CPD for purchase at list price on an individual case basis. CPD will require an associated software only MRC in order to connect to the Dashboard

2.2 **CPD Terms and Conditions**

 In the event Customer elects to receive CPD:

1. **Faults**

 Customer shall notify Allstream in writing promptly of any identified faults in CPD.

1. **Requirements**

Customer shall:

* Ensure that CPD is located and operated in a work area that is safe and compliant with all Applicable Law
* obtain and maintain all necessary and applicable permits necessary to operate the CPD in the space during the Service Term, including any consent required by the end user and in accordance will all applicable laws.
* maintain sufficient power, acceptable heating, ventilating, and air conditioning, and adequate airflow requirements deemed advisable by the CPD manufacturer specifications or Allstream.
1. **Access**

Customer must ensure any necessary security approvals required for Allstream or Allstream contractors and agents are made available for the proper access, use, and maintenance of CPD. Customer must ensure all CPDs are able to connect to the Dashboard at all times by providing a stable internet connection with sufficient bandwidth (minimum 50 Kbps per Device) to provide CPD control.

1. **Relocation**

 Customer shall notify Allstream in writing thirty (30) days’ prior to relocating any CPD.

1. **Discontinuance of Service**

Upon expiration or termination of the Service, Customer is responsible for the return of all Rented CPD to Allstream within thirty (30) days of the effective date of expiration or termination. To the extent Customer fails to maintain equipment in good condition, or otherwise fails to return Rented CPD in a timely manner, the Customer shall be liable and responsible for all cost associated with the Rented CPD, including the cost of replacement CPD.

**6. DISCLAIMER/LIMITATION OF LIABILITY**

EXCEPT AS SPECIFICALLY SET FORTH IN THIS EXHIBIT, ALLSTREAM MAKES NO WARRANTIES, EXPRESS OR IMPLIED. ALLSTREAM SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE CPD FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ALLSTREAM BE LIABLE TO THE CUSTOMER FOR LOSS OF USE, INCOME OR PROFITS, LOSS OF REVENUES, LOSS OF SAVINGS OR HARM TO BUSINESS OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, REGARDLESS OF THE FORSEEABILITY THEREOF.

1. **MAINTENANCE & SUPPORT**
	1. **Maintenance**

Allstream shall provide repair and labor services, and replacement parts, as necessary to keep the CPD operating in accordance with manufacturer’s specifications (“Maintenance”). Parts may be new or used and shall function equal or superior to the replaced parts. Allstream shall supply the tools and materials necessary to complete the Maintenance. Maintenance work shall be performed only at the Customer Service locations listed in the applicable Service Order. Replacement may be shipped to site for customer to plug in.

* 1. **Emergency Event Maintenance Request**

In the event of one or more of the following: (a) complete failure of the system, including, as applicable, the inability to access the Dashboard from any working internet connection device supported, connect to any Wi-Fi Access Point Device not related to local connectivity failure, the inability to switch any Ethernet traffic on any Devices, the loss of site connectivity between LAN and WAN due to a Device failure, (b) failure of a critical component affecting fifty percent (50%) or more of the users, or (c) failure of a component resulting in an emergency or critical situation as agreed upon by the Parties (aforementioned each an “Emergency Event”), Customer must promptly contact Allstream and open a trouble ticket to report the Emergency Event and request Emergency Event Maintenance. When an Emergency Event Maintenance request is received, Allstream’s Response (defined below) time will be within two (2) hours from the time of the Emergency Event Maintenance request for requests submitted between the hours of 8:00 A.M. and 5:00 P.M. (local time), Monday through Friday (“Normal Business Hours”), and within four (4) hours for Emergency Event Maintenance requests submitted outside of Normal Business Hours, including U.S. federal holidays. For the purpose of these Terms and Conditions, “Response” means and includes the following: (x) verbal communication between Customer and An Allstream representative consisting of discussing, triaging and/or providing temporary solutions; (y) remote access by Allstream to the Customer’s systems; or (z) the dispatch of an Allstream field service engineer. In the event of an Emergency Event Maintenance Response, Customer agrees to provide full access to its facilities and systems as is reasonably required for Allstream to perform Maintenance. Customer acknowledges and agrees that a connectivity failure that prevents access to the Modules and Devices from the Dashboard does not constitute a complete failure of the system that will continue to work in accordance with its last known configuration until connectivity is restored.

* 1. **Non-Emergency Event Maintenance Request**

A Non-Emergency Event Maintenance request is any Customer request for Maintenance that does not constitute an Emergency Event. Upon receipt of a Non-Emergency Event Maintenance request during Normal Business Hours, Allstream’s Response time will be within twenty-four (24) hours of the time the trouble ticket was created.

* 1. **Exclusions**

Notwithstanding anything set forth to the contrary herein, Maintenance does not include: a) work on any equipment at a location not listed in the Service Order; b) changes to, additions of, or removal of items, features, or attachments which require an Allstream representative onsite; c) repair or replacement of lost or stolen parts or materials; d) repair or replacement of items damaged through accident, negligence, vandalism, abuse, misuse, disconnection or connection with incompatible equipment; e) equipment malfunction caused by the failure of electrical power or air conditioning; f) inability to monitor or manage Devices, disabled functions or degraded Service performance due to internet or WAN connectivity issue; g) equipment malfunction arising from a Force Majeure event; h) troubleshooting and/or resolving any issues involving Customer’s use of the application over the public internet; i) troubleshooting and/or resolving issues marked as Beta or not core to the Service; j) troubleshooting and/or resolving issues related to local wireless conditions or interference; k) traffic, attack or malware not being filtered by a Device or k) repairs necessary due to Customer’s programming or system/application errors or Customer-provided equipment and/or facilities.

* 1. **Adds, Moves, Changes**

All adds and deletions of Device, Module or chargeable features will require an Allstream service request.

For Full Supervisor Access, the offer is a self-service solution where the customer can perform moves and changes without the assistance of Allstream. Allstream will invoice Customer for chargeable features that may have been turned on by the Customer in the dashboard. In the event of a situation where the customer wants to have Allstream fulfill the move and/or change, then the customer can open a chargeable service request with Allstream for the change. Troubleshooting of any Customer’s 3rd party equipment, out of service equipment, software or services such as local area network (LAN), mobile devices or personal computer (PC) problems not included in the Service Order shall be billable.

* 1. **Changing conditions - upgrade**

Allstream shall notify Customer if it detects changing conditions in the Customer’s environment such as but not limited to increase in local usage through additional connected devices, interference, environmental conditions, deviation from assumptions or Customer provided information, rise in bandwidth usage, etc. The Customer may require additional CPD or a change of CPD to a higher model to provide adequate level of service. Customer acknowledges that adding CPD or upgrading CPD model will incur additional charges and that failure to comply with Allstream’s recommendations may lead to degraded performance and other issues that Allstream will not be responsible for. Upgraded or additional CPD may be shipped to site for Customer to plug-in and/or swap.

**4. CUSTOMER RESPONSIBILITIES & SERVICE ASSUMPTIONS**

4.1 As Allstream will reuse existing cabling and wiring infrastructure, Customer must ensure all cabling is labeled correctly at both ends. Any cabling not suitable for transmission must be replaced at Customer’s expense prior to installation of services. In the case where Customer elects to have Allstream provide cabling & mounting services for Access Points and Cameras, Customer must ensure all conditions are met for Allstream to complete cabling and mounting, including checking for the suitability of the surface where CPD is to be mounted, distances to switch, obstacles, availability of power, etc. Allstream makes no warranty or guarantee of wiring services past 30 days of installation. Areas outside of our main Allstream Serving Area (ASA) or Point of Presence (POP) will incur additional charges. Customer will provide Floor Plans for each location.

4.3 Customer is responsible to provide Public Internet access for all Devices with sufficient bandwidth for remote monitoring & management (50 Kbps per device, 3 Mbps per streaming Camera) at all times. In the case where Allstream is not providing WAN connectivity, Customer is responsible to provide all WAN access, including but not limited to Internet, and/or MPLS, and/or cellular LTE as applicable to support end users and their application, including but not limited to their desktop, laptop computers and mobile devices. Allstream may recommend connectivity changes, network changes, a bandwidth upgrade and/or other actions to provide a good service level to the end user and Customer is responsible to follow these recommendations. Customer acknowledges that adding or upgrading bandwidth will incur additional charges and that failure to comply with Allstream’s recommendations may lead to degraded performance and other issues that Allstream will not be responsible for. Customer further acknowledges that end user traffic does NOT go through Allstream IT CloudView (only management traffic goes back to Allstream IT CloudView) and instead is sent to the local WAN link according to its local configuration.

* 1. Customer is responsible for the design & management of its network, including but not limited to, IP addressing scheme, managing WAN access, cabling, wiring and mounting and IP routing. Customer may purchase Allstream professional services (“Allstream Consultative Service”) to get assistance with the design, planning, upgrade, changes and deployment of any element linked to the Service beyond the scope of the standard statement of work (“SoW”) provided.
	2. Customer acknowledges that with no Dashboard Access or Base Supervisor access, no changes can be saved in the Dashboard. All changes must be requested to Allstream by way of opening a ticket and are chargeable. Base Supervisor Access provides the ability to manage, as applicable, VPN user access, guest Wi-Fi access as well as Device Management access. Training is provided up to 30 minutes Customer IT Administrator training (no dashboard access) or up to 3 hours depending on the Module purchased (Base Supervisor Access) by remote Web Training respectively (recordings will be available). Additional supervisor training can be purchased at an additional cost. Base Supervisor customer will also get up to 2.5, respectively 5 hours of follow up training per year for the Service depending on the number of Module purchased.
	3. Full Supervisor Access provides the ability to make changes on the Dashboard. For Customers purchasing the Full Supervisor Access option, Customer is required to sign Allstream IT CloudView – Full Supervisor Access Addendum. Allstream will provide training to the designated Customer IT Administrator with Full Supervisor up to 6 hours depending on the Module purchased by remote Web Training respectively (recordings will be available). Full Supervisor Customers will receive complimentary Q&A support by a certified technician (call back based on availability). Open free web classes (“Web Classes”) are also provided on an ongoing basis for all Customers IT Administrator to attend. Full Supervisor customer will also get up to 2.5, respectively 5 hours of follow up training per year for the Service depending on the number of Module purchased. Additional private pro services training (“Private Pro Services Training”) can be purchased separately.
	4. Customer IT Administrator is responsible to train any end users in the use of the Service, including but not limited to how to connect to the VPN (as applicable), Wi-Fi, ethernet Switch, setup of a new device and accessing of network services. Optional pro services (“Optional Pro Services”) for VPN Client setup can be added at time of contract or purchased separately.

* 1. Allstream gives no guarantees as to the quality or reliability of the Service using the public internet. Customer understands that IT CloudView is deployed over an unmanaged network. For management traffic, a minimum of 50 Kbps upload per Device is required (3 Mbps for Camera using Enhanced Cloud Archive).
	2. 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.
	3. Customer is responsible to obtain permission and/or user consent, as is permitted and/or required by law, for the following actions:
		1. Recording of video and audio as applicable from Camera
		2. Remote screenshot feature for mobile device or laptop
		3. Remote desktop feature
		4. Tracking of browsing history
		5. Other features as made available from time to time

The Customer is responsible to inform all end users about the capabilities of the Service and the collection or use of any personal information.

* 1. 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 Allstream. If on-site support is performed or facilitated by Allstream, Allstream will provide or facilitate such support at current technical support labor rates. Customer understands that the signed Allstream Service Order for all equipment and services will remain binding regardless of failure or non-performance of Service caused by interconnections to, from or within public internet networks.
	2. Customer is responsible for installing and verifying compatibility of Customer-provided devices (printers, computers, mobile devices, tablets, laptops, phones etc.) or other devices that may be used with the Service. Customer acknowledges and agrees that Allstream is not responsible for the failure or non-performance of any Customer-provided equipment or software.
	3. For those applications requiring client software installation or settings on Customer-provided PCs or devices, Customer is responsible for installing clients, (VPN & Wi-Fi) profiles and certificate as applicable. Customer is also responsible for obtaining and maintaining/upgrading any security certificate (such as but not limited to Apple MDM Push Certificate for Device Management on iOS), administrator account (such as but not limited to Apple ID and/or Android Enterprise/Google Admin or G Suite admin account for Device Management on iOS and/or Android) to enable the Service.
	4. To the extent Customer uses Wi-Fi Devices, Allstream gives no guarantees as to the quality or reliability of the wireless connectivity. Any installation or service labor expended because of wireless connectivity issue will be billed additional on a time & materials basis at current hourly rates.
	5. For those applications using customer provided Active Directory (AD) or LDAP for authentication and authorization, Customer is responsible for managing their users on that platform and for maintaining AD/LDAP connectivity to the Service. Customer acknowledges and understands that in the event of a connectivity to/from their AD/LDAP or an issue with their AD/LDAP that some feature of the Service (such as but not limited to authenticating and authorization users to connect to VPN or Wi-Fi) will not be available.
	6. To the extent Customer uses the Mobile Device Management application or administrator application downloaded from an online store for use with their smart device available with the Device Management and Base or Full Supervisor feature, Allstream gives no guarantees as to the software compatibility, availability or quality with third party providers. Any installation or service labor expended because of these mobile applications will be billed additional on a time & materials basis at current hourly rates.
	7. 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. Customer acknowledges that Allstream relies upon Customer-provided information to design the solution. Customer is responsible for any adjustments that may be required as a result of information obtained in the pre-deployment site assessment.
	8. Customer acknowledges that features provided do not provide 100% security or filtering accuracy and that the Customer is responsible to provide alternate protection or remediation mechanisms against breach or inaccuracy. Such features include, but are not limited to, Advanced Malware Protection, content filtering, next generation firewall, SD-WAN encryption and Intrusion Prevention. Allstream will not be liable if there is any security or virus attack that breaches the IT CloudView solution. The Customer also acknowledges that if the Service functions in degraded mode due to internet connectivity issues, some of the features such as Advanced Malware protection or content filtering may be completely disabled (failover) or limited to the last known data of site category list or malware signature and may therefore be less effective against a threat.
1. **SUPPLEMENTARY PRODUCTS:** To the extent that other Allstream products are used in conjunction with the provision of the Service (“Supplementary Products”), those Supplementary Products are subject to the applicable exhibit, addenda, or other Allstream documentation, including any service level agreements.
	1. 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.
	2. 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.
	3. 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.
	4. In the event of a conflict between this Service Schedule, and the supplementary product (“Supplementary Product”) documentation, the Supplementary Product documentation shall control as to the Supplementary Products.

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| **Allstream** |  | **enter cUSTOMER name here** |
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