**SERVICE SCHEDULE**

**MAX UNIFIED COMMUNICATIONS SERVICE**

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

This Max Unified Communications 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. **DESCRIPTION OF SERVICE** 
   1. **General Description**

Allstream’s Max Unified Communications (UC) service provides a modern, secure, feature rich communications solution that is managed from within the Allstream virtualized data center (the “Service”). The service provides business calling features as part of a bundled service plan assigned to each Internet Protocol “IP” subscriber line (the “Telephone line”), which is offered in Max UC Basic Seat, and Max UC Premium Seat tiered pricing options.

The Service includes local and long-distance traffic with the receipt and delivery of traffic to each furnished Telephone line, provided by or through Allstream, or moved from a 3rd party service provider where number portability is required, where applicable. Service is provided in material accordance with: (i) IETF Session Initiation Protocol (SIP), as defined by RFC 3261 for Session “Calling” establishment. (ii) ITU-T standard audio codecs G.711 u/a, G.722, or G.729 define the payload method used for delivery of voice audio. Unless otherwise noted, G.711 u/a will be used, and (iii) a R-Factor of 75, or above 98% of the time, for voice quality (R-Factor” is an industry standard measurement of Voice Quality over IP and is derived from metrics such as latency, jitter, and packet loss).

* 1. **User Seat Feature Packages**

Service includes two (2) tiered user feature seat packages, as set forth below (each, “User Seat Feature Package”). Each User Seat Feature Package includes certain business calling features assigned to each Internet Protocol (“IP”) subscriber seat.

1. **Max UC Basic Seat**

Business calling features including caller name, call forwarding, call park, extension to extension dialing.

1. **Max UC Premium Seat**

Same feature set as Max UC Basic Seat plus additional features including voicemail, unified messaging, desktop and mobile client, call jump, find me/follow me, simultaneous phone ringing, and a user portal.

* 1. **Advanced Application Solutions**

The following features may supplement the Service:

1. **Max Premium Attendant**

An automated receptionist that provides recorded response for incoming calls, after hours and holiday greetings, dial by name, or extension prompting, and standalone mailbox which may be used for group mailbox functionality.

1. **Max Meeting 100 Attendees**

A complete Web and Audio-Conferencing solution that includes video and audio conferencing, team collaboration, screen sharing for up to 100 attendees per user.

1. **Max Meeting Flex 200 Attendees**

A Meetings license that can be shared amongst users to increase meetings capabilities to 200 users.

1. **Max** **Meetings Webinar 100 Attendees**

A sharable Meetings license to enable the webinar capabilities of Max Meetings for up to 100 attendees

* 1. **Voice Calling.**

The service provides the following call types for both the Basic and Premium seat:

1. Local Calling. Includes the ability to make and receive telephone calls to Allstream and non-Allstream telephone numbers within the Local Calling Area.
2. See the Max Outbound and Inbound Calling Service Schedule for details on those services.
3. Telephone Number. Each user is provided a telephone number. The telephone number can be new or ported.
   1. **Available Max TNs**

If the Customer has Max Available TN telephone numbers (“Max TNs”), the Customer may use the Max TNs for additional Allstream Max Services. If the Max TNs are inactive for a full calendar year, Allstream may return them to the national pool regulated by the FCC in the United States and/or CRTC in Canada

**2. CUSTOMER PREMISE DEVICE**

2.1 Customer Premises Devices (“CPD”) means any equipment or device provided by Allstream in connection with the Services. CPD includes Phones, Switches, Gateways along with associated accessories that are located on the customer premise. CPD does not include any wiring, cabling or jacks. CPD may be provided to the Customer as follows:

a) Rented: Customer may rent CPD for an MRC as part of the Service.

b) 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 system.

2.2 CPD Terms and Conditions In the event Customer elects to receive CPD

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

2.2.2. Requirements**:** Customer shall:

a) Ensure that CPD is located and operated in a work area that is safe and compliant with all Applicable Law

b) 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.

c) Maintain sufficient power, acceptable heating, ventilating, and air conditioning, and adequate airflow requirements deemed advisable by the CPD manufacturer specifications or Allstream.

2.2.3. 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 system at all times by providing a stable internet connection with sufficient bandwidth (minimum 50 Kbps per Device) to provide CPD control.

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

2.2.5 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.

**3. DISCLAIMER/LIMITATION OF LIABILITY**

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SCHEDULE, 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 THEREO

**4. CPD MAINTENANCE**

4.1 **Maintenance**

Allstream shall provide repair and labor services, and replacement parts, as necessary to keep Allstream supplied 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.

4.2 **Adds, Moves, Changes**

Customer may make changes to Service and/or CPE through the CommPortal.. Allstream provided adds, moves and changes will be charged at Allstream’s then-current rates and pursuant to Allstream’s policies and procedures. Such additional or change work may include installation or troubleshooting of any hardware or software not included in the Service Order, including Customer’s local area network (LAN) or personal computer (PC) problems, troubleshooting of CPE, troubleshooting of station or other problems beyond the Service location of the new systems. Additional or change work shall be subject to the same terms and conditions of the Agreement and shall incur an additional cost per change as will be further detailed in a Service Order.

**5. CUSTOMER RESPONSIBILITIES & SERVICE ASSUMPTIONS**

* 1. Except as [set forth](https://www.lawinsider.com/dictionary/set-forth) in this Service Schedule, the Customer is [solely](https://www.lawinsider.com/dictionary/solely) [responsible for](https://www.lawinsider.com/clause/responsibility-for) the installation and operation of the Customer Premise Device (“CPD”) provided by Allstream.
  2. The service requires Internet of sufficient bandwidth that is either provided by Allstream as a separate service or by a third party provider.
  3. Customer must have purchased Business Internet with enough bandwidth to accommodate Customer’s aggregated voice traffic in addition to its data traffic. Each User Seat requires a minimum 100K bandwidth.
  4. Customer is responsible for deploying and testing CPD, and training users.
  5. Allstream gives no guarantees as to the quality or reliability of any Voice calls using the public internet. Customer understands that they have chosen to deploy Max UC over the public internet.
  6. 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.
  7. 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.
  8. To the extent Customer uses facsimile solutions, the Max UC Premium Seat supports inbound fax only. Facsimile, alarm lines or elevator lines are to be provided via a dedicated SIP Business Line Product from Allstream or 3rd party provider.
  9. Customer is responsible for installing and verifying compatibility of Customer-provided headsets 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.
  10. For those applications requiring client software installation on Customer-provided PCs or devices, Customer is responsible for installing clients. To the extent Customer uses the available “soft-phone” capability residing on PCs or tablets, Allstream gives no guarantees as to the quality or reliability of calls. Any installation or service labor expended because of these “soft-phone” or devices will be billed additional on a time & materials basis at current hourly rates.
  11. To the extent Customer uses the mobile application downloaded from an online store for use with their smart device available with the Max UC Premium Seat, Allstream gives no guarantees as to the software compatibility, availability or voice quality with third party providers. To the extent customer uses the SIP mobile softphone application over a 3rd party Wireless LAN, Allstream gives no guarantees as to the voice quality or reliability of the service. Any installation or service labor expended because of these mobile applications will be billed additional on a time & materials basis at current hourly rates.
  12. 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.
  13. 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. 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.

**6.** **ENTIRE AGREEMENT.**

The Agreement, as modified by this Service Schedule, sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or understandings relating to the Services described above. The Agreement will remain in full force and effect except as modified herein. To the extent of any conflict between the terms of this Service Schedule and the Agreement, this Service Schedule shall control.

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