**SERVICE SCHEDULE**

**VPLS**

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

This Virtual Private Local Area Network Service (VPLS) 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. **DEFINITIONS.** The following additional definitions shall apply to Ethernet
   1. **Allocated MRC** means, for a multipoint Service, a portion of a Monthly Recurring Charge allocated by Service and/or each Customer location as specified on a Service Order, and if not so specified in a Service Order then prorated based on the number of locations associated with the Service.
   2. **Allstream Network** means the physical communications hardware and facilities between the Customer service demarcation point and the Allstream core equipment. This Network includes any Allstream leased third-party resources to complete the connectivity between the customer and Allstream.
   3. **Bandwidth** means the amount of data (quantified as Mbps (“M”) or Gbps (“G”)) made available to Customer as specified in a Service Order.
   4. **Bandwidth Commitment** means the Customer’s commitment, in a given month to pay for a certain level of Bandwidth. Customer agrees to pay the MRC 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.
   5. **Cloud Service Provider (CSP)** means a service provider that is a third-party company offering a cloud-based computer platform, infrastructure, application, or storage services.
   6. **Dedicated Service** means reserved bandwidth over Allstream’s shared network without oversubscription. Customer will always have their contracted bandwidth rate available end-to-end.
   7. **Demarcation Point** means the NNI and/or UNI interface port where Allstream hands off service to Customer except as otherwise specified on a Service Order
   8. Ethernet means the communications technology as defined by the IEEE 802.3 standard.
   9. **Intercity** means a VPLS Service between two or more different Core-Based Statistical Areas over   
      Allstream’s longhaul network.
   10. **Metro** means a VPLS Service between two or more locations within the same Core-Based Statistical Area.
   11. **NNI** (Network-to-Network Interface) means the physical interface used to interconnect to Allstream’s network. It provides the demarcation point between the Allstream and Customer networks.
   12. **Protected Service** means a VPLS which includes a protection scheme that allows traffic to be rerouted in the event of a fiber cut or equipment failure. For a Service to be deemed a Protected Service hereunder, the Service Order for such Service shall specifically state that such Service is a Protected Service.
   13. **UNI** means User Network Interface is the interface used to interconnect a customer to Allstream’s network. The UNI also provides a reference point for demarcation between Allstream’s and Customer’s networks. Allstream is responsible for service up to the UNI point, which is the default Demarcation Point.
   14. **Unprotected Service** means a VPLS which does not include a protection scheme that allows traffic to be rerouted in the event of a fiber cut or equipment failure. Any Service not expressly designated as a Protected Service on the applicable Service Order shall be deemed an Unprotected Service.
   15. **VLAN** means Virtual Local Area Network, a network configuration that allows a group of hosts to communicate as if they were attached to the same wire, regardless of their physical location configured using the IEEE 802.1Q standard.
2. **VPLS SERVICE DESCRIPTION**. Allstream VPLS Services provide connectivity for transport of voice, data, video or other forms of communications traffic across a layer-2 Ethernet network. VPLS Service supports transmission speeds from 1.5Mbps up to 10Gbps. VPLS Service terminates at the NNI or UNI port(s) typically located in a Customer’s common telecommunications facility or meet-me point.VPLS meets the IEEE 802.3 Ethernet standards and use 802.1Q VLAN tagging and stacking to support certain configurations. In general, the service is based on terminology, attributes and services defined and used by the Metro Ethernet Forum (MEF).
   * 1. **E-LINE**: an Ethernet private line (“**EPL**”) Metro or Intercity service comprised of a UNI at each Customer site connected via an Ethernet virtual circuit (“**EVC**”) providing point-to-point Ethernet transport services or an Ethernet virtual private line (“**EVPL**”) service comprised of an aggregation UNI or NNI at one site connecting multiple UNIswhich serves to aggregate multiple Customer locations to a central hub location in a point to multipoint configuration.
     2. **E-LAN:** a meshed Metro or Intercity service comprised of a UNI at each of two or more Customer sites providing multipoint-to-multipoint Ethernet transport between two or more Customer locations with a multipoint EVC.
     3. **Cloud Connect:** an Ethernet private line (“**EPL**”) service between a CSP site and a customer site. Cloud Connect service aggregates multiple UNIsfrom one or multiple VPLS Customer locations to the CSP location in point to point or point to multipoint configurations. Service at the CSP may be a delivered as a dedicated connection or on a shared NNI, with multiple customers separated by individual VLANs. The minimum transmission speed at the CSP site is 50 Mbps.
   1. **VPLS Features**:
      1. **Class of Service (“CoS”)**: CoS enables Customer to prioritize traffic from multiple applications that may compete for the same network resources within the Ethernet Service on the Allstream network. By assigning pre-determined levels of network priority to bandwidth based on a QoS template, Customer can achieve a more predictable traffic flow across the Allstream network. A CoS option is available for Metro or Intercity Ethernet Service.

QoS Templates

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Template** | **Queue 1 (EF/CoS 5)** | **Queue 1 (CS1/CoS 4)** | **Queue 3 (CS2/CoS 1)** | **Queue 1 (BE/CoS 0)** |
| 1 | 50% | 5% | 0% | 45% |
| 2 | 50% | 10% | 20% | 20% |
| 3 | 50% | 30% | 0% | 20% |
| 4 | 35% | 5% | 0% | 60% |
| 5 | 35% | 20% | 10% | 35% |
| 6 | 25% | 5% | 0% | 70% |
| 7 | 25% | 25% | 25% | 25% |
| 8 | 25% | 50% | 0% | 25% |
| 9 | 10% | 35% | 35% | 25% |
| 10 | 10% | 50% | 20% | 20% |
| No QoS | 0% | 0% | 0% | 0% |

* + 1. **Proactive Notification**: As an optional service, Allstream will monitor the VPLS service 24 hours a day, 7 days a week. If Allstream detects a Service Outage, Allstream will notify the customer and open a trouble ticket (TT). Once notified, the customer may request that Allstream open a trouble ticket for the service outage. As an additional feature and charge, Allstream will automatically assign a technician to begin troubleshooting the service outage. If Allstream determines that the customer is at fault for the service outage, Allstream reserves the right to charge for repairing the service.
    2. **Utilization and Performance Reporting**: Customer may request visibility to service usage and performance statistics from an Allstream on-line portal for an additional charge. Utilization and performance statistics will show overall historical bandwidth usage and performance for a determined period of time for each of the customer’s locations of the VPLS network.

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, occupy and conduct telecommunication operations within each respective building and or property for the duration of the Service Term (including any necessary rights for Allstream to enter and access each building, and for providing all necessary cable pathways, building access and/or occupancy fees, riser fees, cross-connects and cross-connect fees, coordination at any third party owned location, and, where applicable, necessary space for Allstream’s fiber termination panel). 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).
2. **SERVICE REQUESTS AND DELIVERY**.
   1. **Service Activation**. After Allstream has determined that the Service conforms to the relevant Service Specifications, Allstream will notify Customer that the Service is activated, meets the Service Specifications and is available for use by Customer (“**Service Activation Notice**”). The “**Service Activation Date**” shall be the earlier of (i) the date on which Customer begins using the Service for any purpose other than testing; or (ii) the date that Allstream has sent the Service Activation Notice to Customer. Customer shall have two (2) days in which to notify Allstream that it is rejecting the Service because the Service does not meet the Service Specifications. If Customer has notified Allstream within such two (2) day period that the Service does not meet the Service Specifications, then Allstream shall take such steps reasonably necessary to cause the Service to meet the Service Specifications, at which time Allstream shall issue a new Service Activation Notice and the acceptance process above shall be repeated. If the Service Activation Date is delayed as a result of Customer’s failure to meet its responsibilities under the Agreement, the Service Activation Date will be deemed to occur as of the Service Activation Notice.
   2. **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 Services, Allstream may incrementally deliver Service to each Customer location when ready. The Service Term for incrementally delivered multipoint 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 delivered. The charges associated with a delivered service will be set forth in a Service Order; additionally any Bandwidth Commitment for an incrementally delivered service will be proportionally reduced to reflect the number of locations incrementally delivered out of the total number of locations included under such Bandwidth Commitment will be determined by using the level then in effect as of the last day of each calendar month.
   3. **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.  Where a disconnect from a Third Party Provider is required, the Customer must produce a Letter of Authorization (“LOA”) or a Customer Facility Assignment (“CFA”) with disconnect confirmation from the Third Party Provider.
   4. **UNUSUAL EXPENSE.** In the event that Allstream, with Customer’s approval, incurs unusual expense in the provision of a Service, for example and without limitation, for securing rights of way or for special construction, Customer will pay for such expenses in accordance with the Terms of Service.  Customer acknowledges that its refusal to incur such additional expenses may result in Allstream being unable to provision all or part of the Services, such inability on Allstream’s part will not amount to a breach of the Agreement by Allstream.

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