**SERVICE SCHEDULE**

**WAVELENGTH SERVICES**

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

This Wavelength 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. **DEFINITIONS.** The following additional definitions shall apply to Wavelength Services:
	1. **Allocated MRC** means a portion of a Monthly Recurring Charge allocated by circuit on a pro-rata basis.
	2. **Bandwidth** means the amount of data made available to Customer as specified in a Service Order.
	3. **Costs** mean any applicable cancellation, termination or other charges from Third Party Providers (as defined below), charges for make ready work, permitting and engineering fees, building access or license fees, special construction charges and/or capital equipment costs.
	4. **Metro** is a Wavelength Servicebetween two or more locations within the same metropolitan service area.
	5. **Long Haul** is a Wavelength Servicebetween two or more different metropolitan service areas over Allstream’s long haul network.
	6. **Handoff** means the optical frequency that will reach the Customer handoff and sync with Customer’s Equipment as identified in the Service Order.
	7. **Point of Demarcation** is the network interface point where Allstream hands off Service to Customer.
	8. **Protocol** isthe rules determining the format and transmission of data between Wavelengths equipment as defined in a Service Order.
	9. **Service Specifications** means both the definitions and performance specifications of a Service detailed in a Service Order.
	10. **Third Party Provider** means a provider of a Third Party Service.
	11. **Third Party Service** is a circuit or fiber optic infrastructure provided by a Third Party Provider that enables an Off-Net Service.
	12. **Allstream POP** refers to Allstream’s point of presence at which Allstream provides interconnectivity to its network routes and facilities.
2. **SERVICE DESCRIPTION**. Wavelength Services are optical transport circuits enabled by wavelength division multiplexing (WDM) equipment. The bandwidth for each ordered Wavelength will be stated in a Service Order. Wavelengths include, without limitation, the following types:

(a) **Standard Wavelength**: A linear, unprotected point-to-point optical transport circuit between two (2) or more sites provisioned over a shared WDM infrastructure.

(b) **Diverse Wavelength:** Two (2) or more linear, unprotected point-to-point optical transport circuits between two (2) or more sites provisioned over a shared WDM infrastructure utilizing diversely routed OSP optical fiber paths and separate line cards. Additional diversity options may include, but are not limited to: entrance facilities, riser, rack, chassis, power etc. as specified in the applicable Service Order.

(c) **Private Wavelength Network:** One (1) or more optical transport circuits provisioned over a dedicated WDM infrastructure utilizing dedicated optical fibers and dedicated optical transport equipment at each Customer location. Additional configuration options may include, but are not limited to: diversity requirements, route specifications, or protection as specified in the applicable Service Order.

(d) **Protected Wavelength:** A linear, protected point-to-point optical transport circuit between two (2) sites provisioned over shared and/or dedicated WDM infrastructure utilizing diversely routed OSP optical fiber paths, separate line cards and a protection mechanism managed by Allstream. Additional configuration options may include, but are not limited to: partial diversity, route specifications, and client protection as specified in the applicable Service Order.

1. **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. Customer’s failure or delay to test the Service or failure or delay to utilize the Service on or after the Service Activation Notice date shall not prevent Allstream from billing Customer for the Service. 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 or the date that Allstream is ready to deliver the related Service, whichever is later
	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. Unless otherwise set forth in a Service Order, the charges associated with a delivered service will be based upon Section 1.1.
2. **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 rack space and power to support Allstream Equipment for the Service for the duration of the Service Term. Unless specifically specified in a Service Order, Customer shall be responsible for all third party cross-connections to Allstream Equipment and related costs.
	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, repair and removal 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, repair or remove any of the Allstream Equipment. Customer will permit Allstream to install software revisions released by the related third party equipment manufacturers. 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).
3. **THIRD PARTY SERVICES**. If Allstream purchases Third Party Services pursuant to a Third Party Provider’s applicable tariff, Customer is responsible for any incremental charges imposed on Allstream based on changes to the Third Party Provider’s applicable tariff. In the event Customer impermissibly cancels a Service enabled by Third Party Services, Customer shall reimburse Allstream for any amounts charged by a Third Party Provider related to such cancellation to the extent such amounts are unrecoverable by Allstream.

1. **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 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.

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