**SERVICE SCHEDULE**

**WEB AND VIDEO CONFERENCING SERVICE**

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

This Web and Video Conferencing 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 Web and Video Conferencing 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 Web & Video Conferencing service (further referred to as the “Service”) offers customers an unrivaled meeting & team collaboration experience, providing a simple and integrated team collaboration solution allowing your team as well as external partners to join from anywhere and on any device in a secure fashion, share documents & screen and leverage video to enhance the experience. Service includes a software client to facilitate use of the Service on Windows & Mac as well as Android and iPhone Customer provided devices.

The Service allows Hosts to setup and conduct Web & Video conferencing meetings with other users. Hosts are users that have been given permission to setup and host team collaboration & meetings (“Host”). Users invited to collaborate in team collaboration or meeting by a Host can be internal or external users and can be a Host or a guest user. A guest user is a person who is not a Host but has been invited to collaborate by a Host (“Guest”). The service includes several features such as the ability to share participant screen & video (device dependent), record meeting, detect and reduce noise as well as optional features. Host Features such as North America call-back to join a meeting are extended to anybody invited to collaborate including Guests. However, Guests have limited features and are, for example, not able to setup & host collaboration spaces and meetings.

In addition, Customer may add one or more optional physical video capable devices to the Service that will be able to join a team collaboration or meeting, further referred to as a device (“Device”). These Devices provide the ability, depending on their capability, to display the content of team collaboration or meeting, share content as well as audio and video and are ideal for meeting room or spaces of all sizes. The Devices, depending on their capability, include advanced capabilities such as the ability to track a speaker (video), use voice activated commands, join a meeting with a single button and easily see who has booked a meeting room.

Customer will be provided access to a portal to manage access of their users to the Service, including analytics and troubleshooting tools. Each Host will get access to a user portal to manage their collaboration and meeting preferences and access & manage elements such as meeting recordings. Each Host will be provided with the ability to install software on their computer (Mac & Windows) as well as smart phone (Android and iPhone) to facilitate the use of the Service.

As part of the Service, Allstream will integrate with Customer’s directory and calendar (Google G Suite and Microsoft Office 365 supported) to enable the ability to sign in using their existing credentials, book meeting room Devices and to schedule and join meeting in a greatly simplified manner. The Service uses the public internet as transport for audio/web and video and/or the Public Switched Telephone Network (PSTN) as applicable to connect audio endpoints.

The Service may be paired and provisioned with other Allstream products and may be provided by or through Allstream.

* 1. **Feature Packages**

Allstream offers 4 types of meeting Packages:

* Webex Meetings 5 Hosts. This package includes 5 Hosts that can create and manage Meetings. Included with this package is Webex Assistant, Bridge Country Call Me/Call Back with Toll Free Audio and many other features. This package is based on the Cisco Webex Named User Model of one license per host. Up to 1000 participants per Host.
* Webex Meetings Suite 5 Hosts. Includes everything in the Webex Meetings 5 Host package plus Events Center for formal type meetings, Training for breakout rooms and polling and Support designed for IT helpdesk remote support scenarios
* Webex Meetings Enterprise 250 Hosts. Same feature set as Webex Meetings 5 Hosts but designed for the larger Enterprise customer.
	1. **Host Options**
1. **Named User add on licenses**

Customer may add additional Host licenses to the above packages. Each user that needs to be a Host requires one named user seat.

1. **Enterprise Agreement**

In this model, the customer purchases seats for all their employees that are Knowledge Workers. A Knowledge Worker (“Knowledge Worker”) is defined as an employee or contractor of the Customer that uses a computing device such as laptop or smart phone for a material portion of their day-to-day responsibilities. Customer can have all their Knowledge Workers be Hosts and must purchase as many enterprise agreement user seats as the number of Knowledge Workers in their company.

 All participants will be provided with the ability to join a meeting using three (3) different audio options:

* VoIP using an internet connection and their device’ microphone and headset
* Toll calling where the participant calls into a phone number to join a meeting
* Call-back where the participant gets a call back from the Service (requires a phone number with direct dial number)

Customer’s Hosts, participants and Guests (Users) may use the Service through a PSTN enabled phone, internet enabled browser, and/or through the provided software available on Windows/Mac and Android/ iPhone smartphones. Feature set will vary based on the method used to access the Service.

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

Customer Premises Devices means any equipment provided by Allstream in connection with the Services (“CPD”). CPD includes Allstream Web & Video Conferencing Devices such as Webex Desk, Webex Headsets, Room Kits and Smart Board Devices 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:

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 monthly service to connect to the Service.

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 always connect to the Service through the internet by providing a stable internet connection with sufficient bandwidth (minimum 2 Mbps per Device for video and 200 Kbps for audio/web) to provide Service to CPD and other connected devices of the user such as laptop or smart devices.

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 costs associated with the rented CPD, including the cost of replacement CPD.

1. **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. Allstream will only provide repair and labor services, and replacement parts on specifically identified CPD for which Customer is paying an MRC.

* 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 Service from any working internet connection device supported, (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 ( “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. and Canada federal/national and provincial statutory 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 use the Service 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, l) 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 CPD, Users or chargeable features will require an Allstream service request. Customer manages their user directly without the intervention of Allstream. Allstream will invoice Customer for chargeable features that may have been turned on by the Customer in the dashboard or purchased from Allstream. 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.

**5.0 CUSTOMER RESPONSIBILITIES & SERVICE ASSUMPTIONS**

5.1 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 CPD (excluding power), 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 meeting room where a CPD will be used.

* 1. Customer is responsible to provide Public Internet access for all devices accessing the Service with sufficient bandwidth (200 Kbps per device for audio only, 2 Mbps for web & video and 3 Mpbs for video enabled CPD) at all times. In the case where Allstream is not providing WAN internet connectivity, Customer is responsible to provide all WAN access 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.
	2. Customer IT Administrator is responsible to train any end users in the use of the Service, including but not limited to how to setup, host and join a meeting or team space (as applicable). Optional pro services (“Optional Pro Services”) can be added at time of contract or purchased separately for additional training. Allstream will provide an initial training to the Customer IT Administrator on the use of the Admin Portal and end user Portal and the use of the Service.
	3. Customer IT Administrator is responsible to provide initial troubleshooting services to their end user and reach out for support once they have determined it is not an issue with the end user, their devices or the network/PSTN. Allstream will charge for support services.
	4. Allstream gives no guarantees as to the quality or reliability of the Service using the public internet. Customer understands that the Service is deployed over an unmanaged network.
	5. 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.
	6. Customer acknowledges that Allstream will start charging for the Service in full as soon as the Service is accessible and available for use, as made available by enabling the Customer’s initial Service administrator, even if not all Service elements such as, but not limited to, integration with 3rd party (Microsoft Office 365 or Google G Suite) or CPD have been deployed or all Hosts not yet provisioned by the Service Administrator.
	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. Customer is responsible for verifying compatibility of Customer-provided devices (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. Allstream will not be responsible for software or hardware issue of the end user, including but not limited to issues with audio/video (loudspeaker, headset, microphone, camera) or compatibility issues with OS or other installed software such as browsers used in conjunction with the Service.
	9. Customer is responsible for installing & maintaining provided software clients (Meeting & Webex App) as applicable and support End Users in their use of the Service and CPD. Software upgrades will be provided from time to time and customer is responsible to enable & facilitate such automated upgrades. Software is licensed on an "as is" basis. Customer’s right to use any software programs included with the equipment shall be subject to the license terms and conditions specified by the suppliers of such software programs. If required by such suppliers, Customer shall sign software license agreements with such suppliers in the form they require. For Cisco software as provided by this Service, the End User License Agreement (the “EULA”) is available at <http://www.cisco.com/go/eula>.
	10. Customer is responsible to maintain all user accounts (Hosts and Administrator) secure through proper security policies to protect password and/or PIN and promptly removing access for employees no longer authorized to use the service. Customer is responsible for any and all costs incurred through the use of the Service by all their Hosts and Administrators. By placing an order and using the Service, Customer also consent to the Cisco Universal Cloud Agreement and applicable Offer Description available at <https://www.cisco.com/go/cloudterms>.
	11. To use the Service, users are able to use a browser-based client or to download and locally install the Service’s software which will require additional local machine rights. Feature set and user experience will vary based on the selected option. Customer acknowledges that in particular for guests with limited rights on their device, feature set may be limited. Allstream will not be responsible for software or browser issues.
	12. For those applications using customer provided Microsoft Office 365 for authentication and authorization, Customer is responsible for managing their users on that platform as well as on the local Service portal. For those applications using customer provided Calendar application (Google G Suite or Microsoft Office 365), Customer is responsible for managing CPD account on that platform. Customer acknowledges and understands that in the event of a connectivity issue to/from or failure of the Microsoft Office 365 or Google G Suite service, some feature of the Service (such as but not limited to authenticating and authorizing users to connect to the Service, booking of new meetings with CPD) will not be available. Customer must have Global administrator or equivalent rights to setup the Service with Allstream with these integrations. In the case where the customer does not meet the requirement to setup these integrations or does not provide sufficient support and cooperation or knowledge to realize the integration, Customer acknowledges that Allstream will charge for the Service as per the Service Order without the integration deployed.
	13. To the extent Customer uses the Service application downloaded from an online store for use with their smart device available with the Device Management 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 then current hourly rates.
	14. Customer is responsible for any and all 3rd party costs to join a meeting through the PSTN (dial-in or call-back), including but not limited to connection or per minute fee as charged by their PSTN provider to make or receive a call to/from the nearest service point of presence. Allstream will provide one (1) toll number (regular 10-digit telephone number) for Canada and (1) toll number for the US to reach the Service. Additional toll numbers in several other countries are also available. No Toll-Free numbers are included. The Call-Back feature is only for numbers in the United States and Canada and requires a Direct Inward Dialing (DID) number.
	15. Customer understands and acknowledges that the Service comes with a base storage capacity for files, recordings and other data and that i) overage may apply beyond the initial storage purchased or ii) use of the Service may be limited if capacity is reached and additional storage is not purchased. Customer has the ability to free up space through for example deletion of meeting recordings.
	16. Service usage is subject to fair use and Allstream reserves the right to terminate the Service or remove specific Hosts if it finds, at their sole discretion, that their use of the Service goes beyond the normal use of a typical user. Customer is not allowed to share a single account (Host) with more than one (1) person. All Hosts must be single, physical users.
	17. 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.
	18. Customer acknowledges that the Customer’s administrator is able to add Hosts through the Service admin portal beyond the number of purchased Named Users or Enterprise Agreement Knowledge Workers purchased and that Allstream will charge for any and all additional users beyond the purchased amount. Likewise, if Customer is using more active hosts than purchased, Allstream will charge for any and all additional active hosts required.
1. **OTHER PRODUCTS**

* 1. 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 service schedule, 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 the Supplementary Products.

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