**SERVICE SCHEDULE**

**IP-VPN**

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

This IP-VPN (Internet Protocol – Virtual Private Network) 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 IP-VPN.
   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. **Customer Premises Equipment (CPE**) means the Allstream provided network hardware equipment installed and maintained by Allstream to deliver Allstream services to the customer.
   6. **Cloud Service Provider (CSP)** means a service provider that is a third-party company offering a cloud-based computer platform, infrastructure, application, and storage services.
   7. **Dedicated Service** means reserved bandwidth over Allstream’s shared network without oversubscription. Customer will always have their contracted bandwidth rate available end-to-end.
   8. **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
   9. **Intercity** means a IP-VPN Service between two or more different Core-Based Statistical Areas over   
      Allstream’s longhaul network.
   10. **Metro** means a IP-VPN 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 IP-VPN 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 IP-VPN 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.
2. **IP-VPN SERVICE DESCRIPTION**. Allstream IP-VPN Service provides a private layer-3 multi-site connectivity over Allstream’s multiprotocol label switching (MPLS) core network to create virtual private networks (VPN). IP-VPN service transports and routes several types of network traffic using technologies of a MPLS core network and provides managed routers, performance reporting, change management, configuration management, service outage monitoring and notification of issues with CPE and the network. IP-VPN service supports transmission speeds from 1.5 Mbps up to 10 Gbps.

**Cloud Connect:** an IP-VPN service between a customer site and a CSP site. The Cloud Connect Service aggregates one or multiple IP-VPN customer locations to the CSP location in point to point or point to multipoint configuration. Service at the CSP may be a delivered as a dedicated connection or on a shared NNI, with multiple customers separated by individual privately routed networks per customer. The minimum transmission speed at the CSP site is 50 Mbps.

* + 1. **Router**: Allstream will install and maintain a CPE at the customer’s premises. The CPE will be able to accommodate service bandwidths up to 10Gbps. Handoff to the customer will be either electrical or optical.
    2. **Service Configuration:** Allstream will configure the service, including layer-3 route tables, Quality of Service (QoS) templates via Differentiated Service Code Points (DSCP), Allstream provided Dynamic Host Configuration Protocol (DHCP) and Allstream provided DHCP forwarding, read only SNMP requests.

QoS Templates

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Template** | **Queue 1 (EF)** | **Queue 2 (CS2)** | **Queue 3 (CS1)** | **Queue 4 (BE)** |
| 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. **Optional IP-VPN Features**:
     1. **Proactive Notification**: Allstream will monitor the IP-VPN 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. **Allstream managed Failover to Allstream provided circuit:** Customer may use Allstream managed failover enablement via border gateway protocol (“BGP”) to a secondary Allstream provided VPN circuit. Additional charges may apply for the secondary circuit.
     3. **Third Party Failover – VPN:** Customer may request Allstream to enable customer-managed failover via BGP or BGP with bi-directional forwarding detection (“BFD”) to a customer provided third party VPN circuit. QoS and service levels are not provided on the third-party VPN circuit and Customer must request Allstream to configure BGP customer edge routing protocols when using a third-party VPN circuit.
     4. **Third Party Failover – DIA**: Customer may use Allstream managed failover enablement via BGP to a Customer-provided third party dedicated internet access (DIA) circuit. The third party DIA must be: 1) dedicated for failover, 2) must be Ethernet, and 3) cannot be firewall protected. To enable DIA failover, a single IP must reside on the Customer Premises Equipment. Allstream will not support Network Address Translation (NAT) or guarantee real time data for the failover DIA circuit.
     5. **Wireless Failover**: Customer may use Allstream managed failover enablement via BGP to wireless backup using a third-party carrier’s wireless network at an additional charge. Wireless backup service provides an automatic and secure alternative access method for Allstream provided data services between the Customer’s location and the Allstream network.
     6. **IPv4 or IPv6 Address Space**: Customer may request additional Internet Protocol version 4 (IPv4) addresses for an additional charge. Internet Protocol version 6 (IPv6) additional addresses are available at no charge to the customer.
     7. **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 IP-VPN 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.
   5. **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.
   6. **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.

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