

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and, **ALLSTREAM BUSINESS US, LLC**, an Oregon company, registered to do business in Colorado, whose address is NW 5814 PO BOX 1450 MINNEAPOLIS, Minnesota, 55485-5814 (“Contractor”), jointly “the parties.”

RECITALS

WHEREAS, the City is desirous of engaging a telecommunications services company to aid the City in the deployment of telephone and digital services; and

WHEREAS, the Contractor has agreed to provide the telecommunications services under the terms and conditions as set out below.

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The recitals set forth above are incorporated herein.

1. **DEFINITIONS.** Whenever used herein, any schedules, exhibits, order forms, or addenda to this Agreement, the following terms shall have the meanings assigned below unless otherwise defined therein. Other capitalized terms used in this Agreement are defined in the context in which they are used.
 - 1.1 “**Acceptance**” means the Deliverable demonstrates to the City's reasonable satisfaction that the Deliverable conforms to and operates in all material respects according to the Acceptance Criteria, and if required, has successfully completed Acceptance Testing in all material respects, and for Deliverables not requiring Acceptance Testing that the Deliverable reasonably conforms in all material respects to the Acceptance Criteria or the City's requirements.
 - 1.2 “**Acceptance Certificate**” means a written instrument by which the City promptly notifies Contractor that a Deliverable has been Accepted or Accepted with exceptions, and Acceptance Criteria have been met or waived, in whole or in part.
 - 1.3 “**Acceptance Criteria**” means functionality and performance requirements determined by the City and set forth on the Order Form or Statement of Work for the applicable Product or service, based upon the Specifications, which must be satisfied prior to City's Acceptance of a Deliverable, or the System. City and Contractor shall agree upon written Acceptance Criteria in the Order Form for the applicable Product or service.
 - 1.4 “**Acceptance Date**” means the date on which the City issues an Acceptance Certificate for the System or a Deliverable.

- 1.5 **"Acceptance Test"** means the evaluation and testing method, procedures, or both, that are set forth in the Order Form for the applicable Product or Service and are used to determine whether or not the System or a Deliverable requiring Acceptance Testing performs in accordance with the Acceptance Criteria.
- 1.6 **"Agreement"** means this Professional Services Agreement between City and Contractor, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference between the City and Contractor, Contract Number 20215841.
- 1.7 **"City Data"** means all information, whether in oral or written (including electronic) form, created by or in any way originating with City and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with City, in the course of using and configuring the Services provided under this Agreement, and includes all records relating to City's use of Contractor services.
- 1.8 **"Deliverable"** means the Products or services or documents or tangible work products described in an Order Form or Statement of Work to be provided to the City by Contractor or the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's work that is intended to be delivered to the City by Contractor under this Agreement.
- 1.9 **"Documentation"** means, collectively: (a) all materials published or otherwise made available to City by Contractor that relate to the functional, operational and/or performance capabilities of the services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Contractor, including marketing materials that describe the functional, operational and/or performance capabilities of the services; (c) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by City, and the responses thereto from Contractor, and any document which purports to update or revise any of the foregoing; (d) work set out in a Statement of Work; and (e) the results of any Contractor "Use Cases Presentation", "Proof of Concept" or similar type presentations or tests provided by Contractor to City or as required to be produced by Contractor subject to the terms of this Agreement. .
- 1.10 **"Effective Date"** means the date on which this Agreement is fully approved and signed by the City as shown on the Signature Page for this Agreement. The Effective Date for Services may be set out in an order form or similar exhibit.

- 1.11 **"Equipment"** means any hardware, machinery, device, tool, computer, computer component, computer system, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus, to be provided to the City by Contractor under this Agreement.
- 1.12 **"Error"** means any defect, problem, condition, bug, or other partial or complete inability of a Product to operate in accordance with the applicable Specifications.
- 1.13 **"Intellectual Property Rights"** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation in part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal law.
- 1.14 **"On-Call"** means any professional services performed in addition to those set out in a Statement of Work, performed pursuant to a mutually agreed upon Order, at hourly rates set out in this Agreement.
- 1.15 **"Order Form"** means a quote in the form attached hereto as an Exhibit, setting forth certain Products and/or services to be provided pursuant to this Agreement. Any reference to an "Order Form" in this Agreement includes Products and/or services purchased by City pursuant to Contractor's online ordering process. As applicable, Statement of Work may be synonymous with Order Form in this Agreement.
- 1.16 **"Product(s)"** means software, Equipment, and supplies delivered, or to be delivered, pursuant to an Order Form.
- 1.17 **"Protected Information"** includes, but is not limited to, personally-identifiable information, student records, protected health information, criminal justice information or individual financial information and other data defined under §24-72-101 et seq., and personal information that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. The loss of such Protected Information would constitute a direct damage to the City.
- 1.18 **"Project Manager"** means the individual who shall serve as each party's point of contact with the other party's personnel as provided in this Agreement.

- 1.19 **“RFP Response”** means any proposal submitted by Contractor to City in response to City's Request for Proposal ("RFP") titled 29189Q Citywide Telecommunications Services.
- 1.20 **"Specifications"** means the most current cumulative statement of capabilities, functionality, and performance requirements for the Products or Services as set out in the Acceptance Criteria, Order Forms, Documentation, Contractor's representations, Contractor's proposal, Statement of Work, and the City's Request for Proposals.
- 1.21 **“Subcontractor”** means any third party engaged by Contractor to aid in performance of the work or the Service. Contractor shall provide to the City upon request a list of Subcontractors providing material services to the Service.
- 1.22 **“Third Party”** means persons, corporations and entities other than Contractor, City or any of their employees, contractors or agents.

2. RIGHTS AND LICENSE IN AND TO DATA.

- 2.1 The parties agree that as between them, all rights in and to City Data shall remain the exclusive property of City, and Contractor has a limited, nonexclusive license to access and use City Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.
- 2.2 This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

3. DATA PRIVACY.

- 3.1 Contractor will use City Data only for the purpose of fulfilling its duties under this Agreement and for City's sole benefit and will not share City Data with or disclose it to any Third Party without the prior written consent of City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use City Data for Contractor's own benefit and, in particular, will not engage in “data mining” of City Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by City.
- 3.2 Contractor will provide access to City Data only to those Contractor employees, contractors and Subcontractors (“Contractor Staff”) who need to access the City Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to the City Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions

of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the City Data they will be handling.

- 3.3 Contractor may provide City Data to its agents, employees, assigns, and Subcontractors as necessary to perform the work, but shall restrict access to Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractor has access to any Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the City upon execution of the nondisclosure provisions if requested by the City.

4. **COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES.** Contractor will comply with all applicable laws in performing the services under this Agreement. Any Contractor personnel visiting City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. City will provide copies of such policies to Contractor upon request.

4. **WARRANTIES, REPRESENTATIONS AND COVENANTS.** Contractor represents and warrants that.

- 4.1 The services will conform to applicable specifications, and operate and produce results substantially in accordance with the Documentation and the Exhibits attached hereto, and will be free from deficiencies and defects in materials, workmanship, design and/or performance during the Term of this Agreement;
- 4.2 All technology related services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;
- 4.3 Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to the software and Services free and clear from all liens, adverse claims, encumbrances and interests of any Third Party;
- 4.4 There are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any Third Party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;
- 4.5 The service will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any Third Party;

- 4.6 Third Party Warranties and Indemnities. Contractor will assign to City all Third Party warranties and indemnities that Contractor receives in connection with any products provided to City. To the extent that Contractor is not permitted to assign any warranties or indemnities through to City, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of City to the extent Contractor is permitted to do so under the terms of the applicable Third Party agreements.
- 4.7 Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Agreement.
- 4.8 Delivery of Products shall not be construed to represent Acceptance nor shall Delivery of Products relieve Contractor from its responsibility under any representation or warranty. If the City makes a payment for a Product prior to Acceptance, the payment does not grant a waiver of any representation or warranty by Contractor.

5. **CONFIDENTIALITY.**

- 5.1 Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all City Data, unless the City Data are publicly available. Contractor shall not, without prior written approval of the City, use, publish, copy, disclose to any third party, or permit the use by any third party of any City Data, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the City. Contractor shall provide for the security of all Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information, attached to this Contract as an Exhibit if applicable; (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI; and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and in accordance with the HIPAA Business Associate Agreement attached to this Agreement as an Exhibit if applicable.
- 5.2 The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However: (a) either party may disclose Confidential Information to its

employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena). Nothing in this Agreement shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to City are subject to applicable state and federal law, including the Colorado Open Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.

- 5.3 The Receiving Party will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement. The Receiving Party shall not disclose City Data or Confidential Information to Subcontractors unless such Subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

6. **COLORADO OPEN RECORDS ACT.** The parties understand that all the material provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. In the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

7. **DELIVERY AND ACCEPTANCE.**

- 7.1 Right to Perform Acceptance Testing. Prior to Accepting Deliverables, the City shall have the right to perform Acceptance Testing to evaluate the Deliverable(s) to ensure they meet Acceptance Criteria, if any, set forth on the applicable Order Form or Statement of Work. Contractor shall cooperate with the City in the development of Acceptance Criteria that shall be codified in the applicable Order Form or Statement of Work that will set forth the location, date, and other specifications of the Acceptance Testing, if any. Acceptance Testing may occur in

one or more phases, depending on the integration of contingent products, scalability, performance tuning or other measurable features or milestones.

- 7.2 After an Acceptance Test and if at any time the Service does not conform, the City will notify Contractor in writing within sixty (60) days and will specify in reasonable detail the identified failures and possible reasons for failure. Contractor will, at its expense, repair or replace the nonconforming product within fifteen (15) days after receipt of the City's notice of deficiency except for direct Internet Allstream service costs related to the rejected service.
 - 7.3 If the City issues an Acceptance Certificate for an "Acceptance with Exception(s)" the City will list the exception(s) and the date for Contractor's correction of the Error(s). If Error(s) are corrected by the listed date(s) the City agrees to commence further Acceptance Testing of the Deliverable or affected portion(s). If the Deliverable passes the Acceptance Tests, the City will issue an Acceptance Certificate.
 - 7.4 If a Deliverable fails a second or subsequent Acceptance Test (or in the event of a single Acceptance Test, the Acceptance Test) in no event shall there be an increase to the original price agreed to by the Parties for the Deliverable.
 - 7.5 If the City is not satisfied with the Contractor's performance of the technology related services described in the Statement of Work, the City will so notify Contractor within thirty (30) days after Contractor's performance thereof. Contractor will, at its own expense, re-perform the service within fifteen (15) days after receipt of City's notice of deficiency. The foregoing procedure will be repeated until City accepts or finally rejects the technology related service in its sole discretion. In the event that City finally rejects any technology related service, Contractor will refund to City all fees paid by City with respect to such technology related service.
 - 7.6 The Contractor warrants that during the term of this Agreement that the Service and any associated components will not materially diminish during the subscription Term.
8. **TERM.** The term of the Agreement is from June 1, 2022 through June 1, 2027.
 9. **COMPENSATION AND PAYMENT:**
 - 9.1 Fee: The fee for the technology related services is described in the attached Exhibit A or Order Forms (the "Fee"). The Fee shall be paid pursuant to the City's Prompt Payment Ordinance.

- 9.2 Reimbursement Expenses: The fees specified above include all expenses, and no other expenses shall be separately reimbursed or incurred hereunder for the provision of the Service(s).
- 9.3 Invoicing: Contractor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance.
- 9.4 Maximum Agreement Liability:
- 9.4.1 Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIVE MILLION DOLLARS AND ZERO CENTS** (\$5,000,000.00) (the "Maximum Agreement Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at Contractor's risk and without authorization under the Agreement.
- 9.4.2 The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

10. STATUS OF CONTRACTOR. The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

11. TERMINATION.

- 11.1 The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.
- 11.2 Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs,

collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

11.3 Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement and shall refund to the City any prepaid cost or expenses.

12. **EXAMINATION OF RECORDS AND AUDITS.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

13. **WHEN RIGHTS AND REMEDIES NOT WAIVED.** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

14. **INSURANCE:**

14.1 **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and

rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- 14.2 Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- 14.3 Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- 14.4 Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
- 14.5 Subcontractors and Subconsultants: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 14.6 Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall

maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

- 14.7 Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- 14.8 Automobile Liability: Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- 14.9 Technology Errors & Omissions: Contractor shall maintain Technology Errors and Omissions insurance including network security, privacy liability and product failure coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

15. DEFENSE AND INDEMNIFICATION.

- 15.1 Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees ("Indemnified Parties") for, from and against all liabilities, claims, judgments, suits or demands for direct damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its Subcontractors either passive or active, irrespective of fault, including City's whether active or passive, except for the negligence or willful misconduct of City.
- 15.2 Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.
- 15.3 Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any reasonable expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

- 15.4 Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- 15.5 Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, direct damages, liabilities, and other reasonable amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Service, software, or work product provided by Contractor under this Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.
- 15.6 This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- 15.7 **Contractor shall not be liable for any claims arising out of the City's or any third party's dialing of 911 or attempt to dial 911 from the Services.**
16. **COLORADO GOVERNMENTAL IMMUNITY ACT.** The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).
17. **TAXES, CHARGES AND PENALTIES.** The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.
18. **ASSIGNMENT; SUBCONTRACTING.** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, Subcontractor or assign. Notwithstanding the foregoing, Contractor may assign this Agreement without consent in connection with a merger, consolidation, reorganization, or sale of substantially all of Contractor's assets.
19. **NO THIRD PARTY BENEFICIARY.** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person

or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

20. **NO AUTHORITY TO BIND CITY TO CONTRACTS.** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
21. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS.** Except for the functional requirements provided in response to an RFP and/or any subsequent enhancement of the SOW or other implementation documentation that may be developed after execution of this Agreement, the Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.
22. **SEVERABILITY.** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.
23. **CONFLICT OF INTEREST.**
 - 23.1 No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
 - 23.2 The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.
24. **NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or

mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Chief Information Officer or Designee
201 West Colfax Avenue, Dept. 301
Denver, Colorado 80202

With a copy of any such notice to: Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

25. **DISPUTES**. All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.
26. **GOVERNING LAW; VENUE**. The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District. Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
27. **NO DISCRIMINATION IN EMPLOYMENT**. In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
28. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**. Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

29. **LEGAL AUTHORITY.** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
30. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
31. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
32. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
33. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
34. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
35. **FORCE MAJEURE.** Except for payment obligations, neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

36. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.
37. **CITY EXECUTION OF AGREEMENT.** This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.
38. **COUNTERPARTS OF THIS AGREEMENT.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
39. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
40. **ADVERTISING AND PUBLIC DISCLOSURE.** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
41. **ON-CALL SERVICES.** The Contractor may also provide specialized professional services to support the provisioning of technology services to the City and its constituents as long as the Maximum Contract Amount is not exceeded. These specialized services are set out, along with the rates, identified on attached **Exhibit A**. The City shall authorize specific assignments for the Contractor by placing a written service order signed by the Manager and the Contractor (the "Order") describing in sufficient details the services and/or deliverables and rates to be provided. The City and the Contractor may also enter into flat rate Orders when those are in the best interest of the City as determined by the Manager. The Contractor agrees that during the term of this Agreement it shall fully coordinate its provision of the services with any person or firm under contract with the City doing work or providing services which affect the Contractor's services. It is the City's responsibility to notify the Contractor of this situation and to assist in the coordination process. The Contractor shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement.

Contractor represents and warrants that all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all services will conform to applicable specifications and as attached to the Order, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to any software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

42. PAYMENT OF CITY MINIMUM WAGE. Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

The attached Exhibits are incorporated into this Professional Services Agreement.

ATTACHED EXHIBITS

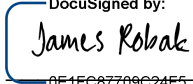
EXHIBITS A and C-SERVICES

EXHIBIT B-CERTIFICATE OF INSURANCE

By:

Contract Control Number:
Contractor Name:

TECHS-202158411-00
ALLSTREAM BUSINESS US, LLC.

By:  DocuSigned by:
James Robak
0E1FC87709C24F5...

Name: James Robak
(please print)

Title: Contract Analyst
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A



ADDENDUM #1 TO THE MSA

This is an Addendum between Allstream Business Inc. and/or Allstream Business US, LLC. through its subsidiaries ("**Allstream**"), and **CITY AND COUNTY OF DENVER** ("**Customer**") to supplement the Master Services Agreement ("**MSA**").

WHEREAS, the parties want to facilitate/ensure agreement of terms relevant to future services that may be ordered pursuant to the MSA as more specifically set forth below,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the MSA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. The following list of documents, also attached hereto, form part of the Master Services Agreement:

SD-WAN-AND-SD-INTERNET-SLA
SD-WAN-AND-SD-INTERNET-SERVICE-SCHEDULE
IP-VPN SLA
IP-VPN Service Schedule
VIRTUAL PRIVATE LAN (VPLS) SLA
VPLS-Service-Schedule
DEDICATED INTERNET ACCESS SERVICE LEVEL AGREEMENT
Internet-Service-Schedule
UC-Cloud-Voice-SLA
UCCV-Collaboration-Solution-Service-Schedule
IT-CloudView-SLA-WEB-VERSION
IT-CloudView-Service-Schedule

2. Capitalized terms not defined herein shall have the meaning as defined in the MSA.



SD-WAN / SD-Internet SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) shall be governed by and subject to Allstream’s Master Service Agreement (“MSA”), and the applicable Service Schedule as posted on www.allstream.com, as well as the applicable Service Order between the Customer and Allstream Business Inc. and/or Allstream Business US, LLC (“Allstream”). Capitalized terms not defined in this SLA will have the meaning ascribed to them in the MSA or Service Schedule or Service Order. Allstream and Customer may be referred to as a “Party”, and collectively as the “Parties.”

This SLA contains 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.

1.0 SERVICE AVAILABILITY

1.1 The instance of the Service will be available, based on the configuration below, for each calendar month.

Access Technology Types	Wired + Wireless	Availability Guarantee
Customer Provided Internet Access	0 + 0	Not Available
Allstream provided one (1) Wired Internet Connection	1 + 0	99.9%
Allstream provided Minimum one (1) Wired and One (1) Wireless LTE/4G Internet Connections	1 + 1	100%

Method of Calculation of Availability is as follows:

$$\frac{(\text{Total Minutes in Calendar Month}) - (\text{Total Minutes of Service Outage})}{\text{Total Minutes in Calendar Month}}$$

“Total Minutes in Calendar Month” is determined by
 Example: 30 days X 24 Hours X 60 Minutes = 43200 minutes = 100% Availability

1.2 Credit

1.2.1 In the event of a Service Outage, as determined at the sole discretion of Allstream, Allstream will credit Customer’s Monthly Recurring Charges (“MRC”) solely for that Service experiencing the Service Outage at the Service location. If duly approved by Allstream, the Credits will be applied to Customer’s account to offset invoiced MRC. The Credits, based on the Service Level Agreement (SLA), apply only to the invoiced MRC for that month for the affected Service, and not to taxes, surcharges, or other charges and fees, which will be charged to Customer’s invoice and must be paid monthly in full.

Total Availability in Calendar Month (99.9% SLA)		
From	To	Credit Amount
100%	99.9%	0%
<99.9%	99.0%	10%
<97.5%	93%	20%
<93%	0%	50%

Total Availability in Calendar Month (100% SLA)		
From	To	Credit Amount
100%	100%	0%
<100%	99.99%	10%
<99.99%	97.5%	20%
<97.5%	93%	35%
<93%	0%	50%

1.3 Description

- 1.3.1** A Service Outage is defined as a total loss of connectivity of the Service to one or more Customer locations.
- 1.3.2** A Service Outage shall not include, or be the result of, Service interruption (a) caused by the negligence of Customer or others in the use of Service, (b) due to the failure of power, equipment, or systems not provided by Allstream (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) which continues because of Customer's failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (h) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair, or (i) due to a failure of all network access connecting the Service location to Allstream's Network.
- 1.3.3** A Service Outage commences upon Customer reporting a Service Outage by opening a valid trouble ticket and releasing the affected Service for testing and repair. The controlling record, for the purpose of determining the duration of the Service Outage and calculating credits, shall be the date and time stamp on the trouble reporting ticket as generated by Allstream's trouble reporting system. A Service Outage period ends when the Service is operating in accordance with the applicable service level agreement.
- 1.3.4** In the event Customer reports a Service Outage but declines to release the affected Service/circuit for testing and repair, the Service is not a Service Outage.
- 1.3.5** In the event an Allstream technician is dispatched for a reported event, impairment or other Service disruption and it is subsequently determined that such Service disruption does not constitute a Service Outage, Customer may be subject to Allstream's then current maintenance charges.

2.0 LATENCY

- 2.1** The Allstream Network will have an average round trip packet transit time (latency) for those packets with a QoS label of voice over a calendar month of:

<u>Distance</u>	<u>Average Round Trip Packet Transit Time (ms)</u>
500 miles or less	30
501 to 1000 miles	50
1001 to 1500 miles	60

2.2 Credit

- 2.2.1** In the event of excess latency, as determined at the sole discretion of Allstream, Allstream will credit Customer's Monthly Recurring Charges ("MRC") solely for that Service experiencing the excess latency at the Service location. If duly approved by Allstream, the Credits will be applied to Customer's account to offset invoiced MRC. The Credits apply only to the invoiced MRC for that month for the affected Service, and not to taxes, surcharges, or other charges and fees, which will be charged to Customer's invoice and must be paid monthly in full.
- 2.2.2** If the latency guarantee is not met in a calendar month, the customer may receive a service credit of 1/30th of the MRC for that month for each full 1 ms above the average maximum based on distance, up to 15 ms above the latency guarantee.

2.3 Description

- 2.3.1** The average latency is measured as the average of 5 minute samples between the Allstream provided customer edge device and the Allstream network controller taken throughout the month.
- 2.3.2** Excess latency shall not include, or be the result of (a) over-utilization of the service by the Customer, (b) caused by the negligence of Customer or others in the use of Service, (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) which continues because of Customer's failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (h) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair.

3.0 PACKET LOSS

- 3.1** The Allstream Network will have one way average packet loss across at least one of the network access connections, of one percent (1%) or less during any calendar month.

3.2 Credit

- 3.2.1** In the event of excess packet loss, as determined at the sole discretion of Allstream, Allstream will credit Customer's Monthly Recurring Charges ("MRC") solely for that Service experiencing the Service Outage at the Service location. If duly approved by Allstream, the Credits will be applied to Customer's account to offset invoiced MRC. The Credits apply only to the invoiced MRC for that month for the affected Service, and not to taxes, surcharges, or other charges and fees, which will be charged to Customer's invoice and must be paid monthly in full.
- 3.2.2** If the packet loss guarantee is not met in a calendar month, the customer may receive a service credit of 1/30th of the MRC for the month for each full 1% of average packet loss above the 1% average maximum guaranteed, not to exceed 15% above the maximum guaranteed.

3.3 Description

- 3.3.1** The average packet loss is measured as the average of 5 minute samples across the Allstream Network taken throughout the month.
- 3.3.2** Excess packet loss shall not include, or be the result of (a) over-utilization of the service by the Customer, (b) caused by the negligence of Customer or others in the use of Service, (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) which continues because of Customer's failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (h) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair.

4.0 JITTER

- 4.1** The Allstream network is guaranteed to have an end-to-end Jitter of 5 ms or less over a calendar month.

4.2 Credit

- 4.2.1** If the Jitter guarantee is not met in a calendar month, the customer may receive a service credit of 1/30th of the MRC for that month for each full 1 ms above the 5 ms maximum guarantee, not to exceed 15 ms above the 1 ms maximum guarantee.

4.3 Description

- 4.3.1** The average Jitter is measured as the average of 5 minute samples across the Allstream Network taken throughout the month.
- 4.3.2** Excess Jitter shall not include, or be the result of (a) over -utilization of the service by the Customer, (b) caused by the negligence of Customer or others in the use of Service, (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) which continues because of Customer's failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (h) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair.

5.0 Mean Time to Repair ("MTTR") The Mean Time To Repair is a performance objective only and outage credits will not apply if the objective is not met.

- 5.1** MTTR is the time it takes Allstream to restore service and is measured as the period from the opening to the closing of a ticket for a trouble that is determined to be a Service Outage, as defined herein. The service level objective for MTTR is 4 hours. Off-Net Access MTTR is dependent upon Allstream's third party providers. On-net means local access network owned and operated by Allstream and Off -Net means local access not owned and operated by Allstream. MTTR is a performance objective only and outage credits will not apply if the objective is not met.

6.0 REQUEST FOR CREDIT

- 6.1** Customer must request any credit in writing to Allstream's Customer Care Representative, making reference to the trouble ticket, within thirty (30) days of the Service Outage. For calculating credit allowances, every month is considered to have thirty (30) days.

6.2 The credits outlined above shall not be compounding. For any particular Service Outage, Customer may not be eligible for more than one (1) credit with respect to any Service Outage. Customer's total service credit(s) in any one (1) month will not exceed one (1) month's MRC for the affected Service and do not apply to MRCs of other Services. If Customer fails to submit its request to Allstream in the manner set forth herein within, Customer will have waived its right to such service credits for that month. To be eligible for service credits, the Customer must be in good standing with Allstream and current in all of its obligations.

6.3 Service credit(s) may be granted only if Customer has afforded Allstream reasonable access to Customer's premises for appropriate repairs, maintenance, testing, and any other work in order to remedy the cause of the Service Outage.

6.4 Allstream's records and data will be the sole basis for all Service credit calculations and determinations.

7.0 SOLE REMEDY

4.1 CUSTOMER'S RIGHT TO CREDITS AS PROVIDED IN THIS SLA SHALL BE CUSTOMER'S SOLE REMEDY WITH REGARD TO THE SD-WAN or SD-INTERNET SERVICES AND ANY SERVICE OUTAGE, INTERRUPTION OR DEFICIENCIES WHATSOEVER REGARDING THEM.



SERVICE SCHEDULE SD-WAN AND SD-INTERNET SERVICES

This SD-WAN and SD-Internet Services 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.

Allstream assigns IP space for use by its customers in accordance with Allstream's IP Allocation and Usage Policy as posted on Allstream.com.

By using SD-WAN Services, the Customer acknowledges that it and its End Users are responsible for compliance with Allstream's Acceptable Use Policy posted on Allstream.com.

1.0 DEFINITIONS. The following additional definitions shall apply to the Services:

Bandwidth – the amount of data (quantified as Mbps ("M") or Gbps ("G")) made available to Customer as specified in a Service Order, or in the event of usage based billing, the amount of data actually transmitted.

Bandwidth Commitment - the Customer's commitment, in a given month to pay for a certain level of Bandwidth. Customer agrees to pay the monthly charges 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.

Business Days - All Intervals are measured in standard working days. Statutory holidays are governed by the legislation of the applicable province.

CE – Customer Equipment located on the customer premises that provides an Ethernet interface between the customer's LAN and Allstream's core network.

Customer Network - Includes all customer premises networking equipment supplied and operated by Allstream, access links and all interconnecting elements that connect to the Allstream Core Network. Does not include the CE where customer has requested the CE to be unbundled from the Service.

Point of Demarcation is the Ethernet port of the Allstream provided CE facing the Customer Network.

QOS - Quality of Service - measure of performance for a transmission system that reflects its transmission quality and service availability.

Special Assembly- Any non-standard service provided by Allstream in which the design or pricing must be developed on a custom basis.

TBD- To Be Determined.

7/24/365 - Seven days a week, 24 hours a day, 365 days a year.

2.0 PRODUCT OVERVIEW

Managed SD-WAN/ SD-Internet - The Managed Service offering is a series of network professionals, operational computerized tools and formal processes for customer interaction that bring true value to business clients. Together these components provide greater stability and manageability for the client's investment in Allstream's network. This out-tasking of various packaged Network Management functions to Allstream allows avoiding unnecessary investment in monitoring tools and the expense of acquiring and retaining of a deep bench of networking staff to achieve success.

3.0 PRODUCT DESCRIPTION

- 3.1 Service desk incident management:** Allstream proactively monitors the Customer's network for significant, pre-defined events and thresholds 24 hours a day, 7 days a week. Includes auto-incident ticket processing with Customer notification. Alternatively, Customer can initiate break-fix support with a call to Allstream's toll-free service desk
- 3.2 CE hardware and software support:** Upon detection of a hardware fault, a technician is dispatched to the affected Customer site for replacement or repair. Allstream stores configuration files for retrieval if required and upgrades the Internetworking Operating System (IOS) when required to maintain applicable service levels.
- 3.3 Change Management:** A formal, disciplined change management process that promotes network stability during all requested technology changes. To determine when a "Request for Change" ("RFC") can be best implemented RFCs are classified based on: risk, size, complexity, resource requirements and impact to network design. A RFC is submitted to Allstream by e-mail and tracked in Allstream's ticketing system.
- 3.4 Network Reports:** Allstream's operational and performance level reporting displays real-time traffic reports and allows Customer and Allstream's support team to efficiently monitor the network and troubleshoot.

4.0 EQUIPMENT AND INSTALLATION.

- 4.1 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.
- 4.2 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 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 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.

4.3 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).

4.4 WIRELESS BACK UP SERVICE: The Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors for Allstream provided Services and that the Customer is not a third party beneficiary of any agreement between the Customer and the underlying carrier. The Customer hereby waives any and all claims or demands therefor.

4.5 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.

4.6 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.



IP-VPN SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) shall be governed by and subject to this Master Service Agreement (“MSA”), and the applicable Service Schedule as posted on www.allstream.com, as well as the applicable Service Order between the Customer and Allstream Business Inc. and/or Allstream Business US, LLC (“Allstream”). Capitalized terms not defined in this SLA will have the meaning ascribed to them in the MSA or Service Schedule or Service Order. Allstream and Customer may be referred to as a “Party”, and collectively as the “Parties.”

This SLA contains 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.

1.0 SERVICE AVAILABILITY

- 1.1** The dedicated instance of the Service will be available 99.999% of each calendar month. Method of Calculation of Availability is as follows:

$$\frac{(\text{Total Minutes in Calendar Month}) - (\text{Total Minutes of Service Outage})}{\text{Total Minutes in Calendar Month}}$$

“Total Minutes in Calendar Month” is determined by
Example: 30 days X 24 Hours X 60 Minutes = 43200 minutes = 100% Availability

1.2 Credit

- 1.2.1** In the event of a Service Outage, as determined at the sole discretion of Allstream, Allstream will credit Customer’s Monthly Recurring Charges (“MRC”) solely for that Service experiencing the Service Outage at the Service location. If duly approved by Allstream, the Credits will be applied to Customer’s account to offset invoiced MRC. The Credits apply only to the invoiced MRC for that month for the affected Service, and not to taxes, surcharges, or other charges and fees, which will be charged to Customer’s invoice and must be paid monthly in full.

Total Availability in Calendar Month		
From	To	Credit Amount
100%	99.999%	0%
<99.999%	99.5%	10%
<99.5%	97.5%	20%
<97.5%	93%	35%
<93%	0%	50%

1.3 Description

- 1.3.1** A Service Outage is defined as a total loss of connectivity of the Service to one or more Customer locations.
- 1.3.2** A Service Outage shall not include, or be the result of, Service interruption (a) caused by the negligence of Customer or others in the use of Service, (b) due to the failure of power, equipment, systems or connections not provided by Allstream (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the

implementation of a Customer Service Agreement, (d) which continues because of Customer's failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (f) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair, or (g) due to a failure of the network access connecting the Service location to Allstream's data center.

- 1.3.3** A Service Outage commences upon Customer reporting a Service Outage by opening a valid trouble ticket and releasing the affected Service for testing and repair. The controlling record, for the purpose of determining the duration of the Service Outage and calculating credits, shall be the date and time stamp on the trouble reporting ticket as generated by Allstream's trouble reporting system. A Service Outage period ends when the Service is operating in accordance with the applicable service level agreement.
- 1.3.4** In the event Customer reports a Service Outage but declines to release the affected Service/circuit for testing and repair, the Service is not a Service Outage.
- 1.3.5** In the event an Allstream technician is dispatched for a reported event, impairment or other Service disruption and it is subsequently determined that such Service disruption does not constitute a Service Outage, Customer may be subject to Allstream's then current maintenance charges.

2.0 LATENCY

- 2.1** The Allstream IP-VPN Network will have an average round trip packet transit time (latency), within Allstream's IP-VPN Network for those packets with a QoS label of voice or data, over a calendar month of:

<u>Distance</u>	<u>Average Round Trip Packet Transit Time (ms)</u>
<u>500 miles or less</u>	<u>30</u>
<u>501 to 1000 miles</u>	<u>50</u>
<u>1001 to 1500 miles</u>	<u>60</u>

2.2 Credit

- 2.2.1** If the latency guarantee is not met in a calendar month, the customer may receive a service credit of 1/30th of the MRC for that month for each full 1 ms above the average maximum based on distance, up to 15 ms above the latency guarantee.

2.3 Description

- 2.3.1** The average latency is measured as the average of 5 minute samples across the Allstream IP-VPN Network taken throughout the month.
- 2.3.2** Excess latency shall not include, or be the result of (a) over-utilization of the service by the Customer, (b) caused by the negligence of Customer or others in the use of Service, (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) which continues because of Customer's failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting

in no trouble found or when the fault of the trouble is undetermined, or (f) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair.

3.0 PACKET LOSS

3.1 The Allstream IP-VPN Network will have one way source to destination average packet loss of one percent (1%) or less during any calendar month.

3.2 Credit

3.2.1 If the packet loss guarantee is not met in a calendar month, the customer may receive a service credit of 1/30th of the MRC for the month for each full 1% of average packet loss above the 1% average maximum guaranteed, not to exceed 15% above the maximum guaranteed.

3.3 Description

3.3.1 The average packet loss is measured as the average of 5 minute samples across the Allstream IP-VPN Network taken throughout the month.

3.3.2 Excess packet loss shall not include, or be the result of (a) over-utilization of the service by the Customer, (b) caused by the negligence of Customer or others in the use of Service, (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) which continues because of Customer's failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (f) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair.

4.0 JITTER

4.1 For packets with a QoS label of voice or data, the Allstream IP-VPN network is guaranteed to have an end-to-end Jitter of 1 ms or less over a calendar month.

4.2 Credit

4.2.1 If the Jitter guarantee is not met in a calendar month, the customer may receive a service credit of 1/30th of the MRC for that month for each full 1 ms above the 1 ms maximum guarantee, not to exceed 15 ms above the 1 ms maximum guarantee.

4.3 Description

4.3.1 The average Jitter is measured as the average of 5 minute samples across the Allstream IP/MPLS VPN Network taken throughout the month.

4.3.2 Excess Jitter shall not include, or be the result of (a) over -utilization of the service by the Customer, (b) caused by the negligence of Customer or others in the use of Service, (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) which continues because of Customer's failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (f) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair.

5.0 Mean Time to Repair (“MTTR”) The Mean Time To Repair is a performance objective only and outage credits will not apply if the objective is not met.

5.1 MTTR is the time it takes Allstream to restore service and is measured as the period from the opening to the closing of a ticket for a trouble that is determined to be a Service Outage, as defined herein. The Service Level Objective (SLO) for MTTR for On-Net services is 3 hours. Off-Net access MTTR is dependent upon Allstream's third-party providers. On-net means local access network owned and operated by Allstream and Off-Net means local access not owned and operated by Allstream. MTTR is a performance objective only and outage credits will not apply if the objective is not met.

6.0 REQUEST FOR CREDIT

- 6.1** Customer must request any credit in writing to Allstream's Customer Care Representative, making reference to the trouble ticket, within thirty (30) days of the Service Outage. For calculating credit allowances, every month is considered to have thirty (30) days.
- 6.2** The credits outlined above shall not be compounding. For any particular Service Outage, Customer may not be eligible for more than one (1) credit with respect to any Service Outage. Customer's total service credit(s) in any one (1) month will not exceed one (1) month's MRC for the affected Service and do not apply to MRCs of other Services. If Customer fails to submit its request to Allstream in the manner set forth herein within, Customer will have waived its right to such service credits for that month. To be eligible for service credits, the Customer must be in good standing with Allstream and current in all of its obligations.
- 6.3** Service credit(s) may be granted only if Customer has afforded Allstream reasonable access to Customer's premises for appropriate repairs, maintenance, testing, and any other work in order to remedy the cause of the Service Outage.
- 6.4** Allstream's records and data will be the sole basis for all Service credit calculations and determinations.

7.0 SOLE REMEDY

- 4.1** CUSTOMER'S RIGHT TO CREDITS AS PROVIDED IN THIS SLA SHALL BE CUSTOMER'S SOLE REMEDY WITH REGARD TO THE IP-VPN SERVICE AND ANY SERVICE OUTAGE, INTERRUPTION OR DEFICIENCIES WHATSOEVER REGARDING THEM.



SERVICE SCHEDULE IP-VPN

This IP-VPN (Internet Protocol – Virtual Private Network) Service Schedule (“**Service Schedule**”) shall be governed by and subject to this Master Service Agreement (“**MSA**”) between the Customer and Allstream Business Inc. and/or Allstream Business US, LLC. through its subsidiaries (“**Allstream**”). 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.

- 1.1 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.
- 1.2 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.
- 1.3 Bandwidth** means the amount of data (quantified as Mbps (“M”) or Gbps (“G”)) made available to Customer as specified in a Service Order.
- 1.4 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.
- 1.5 Customer Premises Equipment (CPE)** means the Allstream provided network hardware equipment installed and maintained by Allstream to deliver Allstream services to the customer.
- 1.6 Dedicated Service** means reserved bandwidth over Allstream’s shared network without oversubscription. Customer will always have their contracted bandwidth rate available end-to-end.
- 1.7 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
- 1.8 Intercity** means a IP-VPN Service between two or more different Core-Based Statistical Areas over Allstream’s longhaul network.
- 1.9 Metro** means a IP-VPN Service between two or more locations within the same Core-Based Statistical Area.
- 1.10 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.
- 1.11 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.
- 1.12 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.
- 1.13 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.

- a) **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.
- b) **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%

2.2 Optional IP-VPN Features:

- a) **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.
- b) **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.
- c) **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.
- d) **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.

- e) **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.
- f) **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.
- g) **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.

3. EQUIPMENT AND INSTALLATION.

- 3.1 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.
- 3.2 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.
- 3.3 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).

4. SERVICE REQUESTS AND DELIVERY.

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.



VIRTUAL PRIVATE LAN SERVICE (VPLS) SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") shall be governed by and subject to this Master Service Agreement ("MSA"), and the applicable Service Schedule as posted on www.allstream.com, as well as the applicable Service Order between the Customer and Allstream Business Inc. and/or Allstream Business US, LLC ("Allstream"). Capitalized terms not defined in this SLA will have the meaning ascribed to them in the MSA or Service Schedule or Service Order. Allstream and Customer may be referred to as a "Party", and collectively as the "Parties."

This SLA contains 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.

1.0 SERVICE AVAILABILITY

- 1.1** The dedicated instance of the Service will be available 99.999% of each calendar month. Method of Calculation of Availability is as follows:

$$\frac{(\text{Total Minutes in Calendar Month}) - (\text{Total Minutes of Service Outage})}{\text{Total Minutes in Calendar Month}}$$

"Total Minutes in Calendar Month" is determined by
Example: 30 days X 24 Hours X 60 Minutes = 43200 minutes = 100% Availability

1.2 Credit

- 1.2.1** In the event of a Service Outage, as determined at the sole discretion of Allstream, Allstream will credit Customer's Monthly Recurring Charges ("MRC") solely for that Service experiencing the Service Outage at the Service location. If duly approved by Allstream, the Credits will be applied to Customer's account to offset invoiced MRC. The Credits apply only to the invoiced MRC for that month for the affected Service, and not to taxes, surcharges, or other charges and fees, which will be charged to Customer's invoice and must be paid monthly in full.

Total Availability in Calendar Month		
From	To	Credit Amount
100%	99.999%	0%
<99.999%	99.5%	10%
<99.5%	97.5%	20%
<97.5%	93%	35%
<93%	0%	50%

1.3 Description

- 1.3.1** A Service Outage is defined as a total loss of connectivity of the Service to one or more Customer locations.
- 1.3.2** A Service Outage shall not include, or be the result of, Service interruption (a) caused by the negligence of Customer or others in the use of Service, (b) due to the failure of power, equipment, systems or connections not provided by Allstream (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) which continues because of

Customer's failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (f) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair, or (g) due to a failure of the network access connecting the Service location to Allstream's data center.

- 1.3.3** A Service Outage commences upon Customer reporting a Service Outage by opening a valid trouble ticket and releasing the affected Service for testing and repair. The controlling record, for the purpose of determining the duration of the Service Outage and calculating credits, shall be the date and time stamp on the trouble reporting ticket as generated by Allstream's trouble reporting system. A Service Outage period ends when the Service is operating in accordance with the applicable service level agreement.
- 1.3.4** In the event Customer reports a Service Outage but declines to release the affected Service/circuit for testing and repair, the Service is not a Service Outage.
- 1.3.5** In the event an Allstream technician is dispatched for a reported event, impairment or other Service disruption and it is subsequently determined that such Service disruption does not constitute a Service Outage, Customer may be subject to Allstream's then current maintenance charges.

2.0 LATENCY

- 2.1** The Allstream VPLS Network will have an average round trip packet transit time (latency), within Allstream's IP Network for those packets with a QoS label of voice or data, over a calendar month of:

<u>Distance</u>	<u>Average Round Trip Packet Transit Time (ms)</u>
<u>500 miles or less</u>	<u>30</u>
<u>501 to 1000 miles</u>	<u>50</u>
<u>1001 to 1500 miles</u>	<u>60</u>

2.2 Credit

- 2.2.1** If the latency guarantee is not met in a calendar month, the customer may receive a service credit of 1/30th of the MRC for that month for each full 1 ms above the average maximum based on distance, up to 15 ms above the latency guarantee.

2.3 Description

- 2.3.1** The average latency is measured as the average of 5 minute samples across the Allstream VPLS Network taken throughout the month.
- 2.3.2** Excess latency shall not include, or be the result of (a) over-utilization of the service by the Customer, (b) caused by the negligence of Customer or others in the use of Service, (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) which continues because of Customer's failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (f) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair.

3.0 PACKET LOSS

3.1 The Allstream VPLS Network will have one way source to destination average packet loss of one percent (1%) or less during any calendar month.

3.2 Credit

3.2.1 If the packet loss guarantee is not met in a calendar month, the customer may receive a service credit of 1/30th of the MRC for the month for each full 1% of average packet loss above the 1% average maximum guaranteed, not to exceed 15% above the maximum guaranteed.

3.3 Description

3.3.1 The average packet loss is measured as the average of 5 minute samples across the Allstream IP Network taken throughout the month.

3.3.2 Excess packet loss shall not include, or be the result of (a) over-utilization of the service by the Customer, (b) caused by the negligence of Customer or others in the use of Service, (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) which continues because of Customer's failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (f) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair.

4.0 JITTER

4.1 For packets with a QoS label of voice or data, the Allstream VPLS network is guaranteed to have an end-to-end Jitter of 1 ms or less over a calendar month.

4.2 Credit

4.2.1 If the Jitter guarantee is not met is a calendar month, the customer may receive a service credit of 1/30th of the MRC for that month for each full 1 ms above the 1 ms maximum guarantee, not to exceed 15 ms above the 1 ms maximum guarantee.

4.3 Description

4.3.1 The average Jitter is measured as the average of 5 minute samples across the Allstream VPLS Network taken throughout the month.

4.3.2 Excess Jitter shall not include, or be the result of (a) over-utilization of the service by the Customer, (b) caused by the negligence of Customer or others in the use of Service, (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) which continues because of Customer's failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (f) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair.

5.0 Mean Time to Repair ("MTTR") The Mean Time To Repair is a performance objective only and outage credits will not apply if the objective is not met.

5.1 MTTR is the time it takes Allstream to restore service and is measured as the period from the opening to the closing of a ticket for a trouble that is determined to be a Service Outage, as defined herein. The Service Level Objective (SLO) for MTTR for On-Net services is 3 hours. Off-Net access MTTR is dependent upon Allstream's third-party providers. On-net means local access network owned and operated by Allstream and Off-Net means local access not owned and operated by Allstream. MTTR is a performance objective only and outage credits will not apply if the objective is not met.

6.0 REQUEST FOR CREDIT

- 6.1** Customer must request any credit in writing to Allstream's Customer Care Representative, making reference to the trouble ticket, within thirty (30) days of the Service Outage. For calculating credit allowances, every month is considered to have thirty (30) days.
- 6.2** The credits outlined above shall not be compounding. For any particular Service Outage, Customer may not be eligible for more than one (1) credit with respect to any Service Outage. Customer's total service credit(s) in any one (1) month will not exceed one (1) month's MRC for the affected Service and do not apply to MRCs of other Services. If Customer fails to submit its request to Allstream in the manner set forth herein within, Customer will have waived its right to such service credits for that month. To be eligible for service credits, the Customer must be in good standing with Allstream and current in all of its obligations.
- 6.3** Service credit(s) may be granted only if Customer has afforded Allstream reasonable access to Customer's premises for appropriate repairs, maintenance, testing, and any other work in order to remedy the cause of the Service Outage.
- 6.4** Allstream's records and data will be the sole basis for all Service credit calculations and determinations.

7.0 SOLE REMEDY

- 4.1** CUSTOMER'S RIGHT TO CREDITS AS PROVIDED IN THIS SLA SHALL BE CUSTOMER'S SOLE REMEDY WITH REGARD TO THE VPLS SERVICE AND ANY SERVICE OUTAGE, INTERRUPTION OR DEFICIENCIES WHATSOEVER REGARDING THEM.



SERVICE SCHEDULE VPLS

CUSTOMER ("Customer"): ENTER CUSTOMER NAME HERE

This Virtual Private Local Area Network Service (VPLS) Schedule ("**Service Schedule**") shall be governed by and subject to this Master Service Agreement ("**MSA**") between the Customer and Allstream Business Inc. and/or Allstream Business US, LLC. through its subsidiaries ("**Allstream**"). 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

- 1.1 **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.
- 1.2 **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.
- 1.3 **Bandwidth** means the amount of data (quantified as Mbps ("M") or Gbps ("G")) made available to Customer as specified in a Service Order.
- 1.4 **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.
- 1.5 **Dedicated Service** means reserved bandwidth over Allstream's shared network without oversubscription. Customer will always have their contracted bandwidth rate available end-to-end.
- 1.6 **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
- 1.7 Ethernet means the communications technology as defined by the IEEE 802.3 standard.
- 1.8 **Intercity** means a VPLS Service between two or more different Core-Based Statistical Areas over Allstream's longhaul network.
- 1.9 **Metro** means a VPLS Service between two or more locations within the same Core-Based Statistical Area.
- 1.10 **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.
- 1.11 **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.
- 1.12 **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.
- 1.13 **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.

1.14 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).

- a) **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 UNIs which serves to aggregate multiple Customer locations to a central hub location in a point to multipoint configuration.
- b) **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.

2.2 VPLS Features:

- a) **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%

- b) **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.

- c) **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.

3. EQUIPMENT AND INSTALLATION.

- 3.1 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.
- 3.2 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.
- 3.3 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).

4. SERVICE REQUESTS AND DELIVERY.

- 4.1 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.

- 4.2 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.
- 4.3 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.
- 4.4 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.



DEDICATED INTERNET ACCESS SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") shall be governed by and subject to this Master Service Agreement ("MSA"), and the applicable Service Schedule as posted on www.allstream.com, as well as the applicable Service Order between the Customer and Allstream Business Inc. and/or Allstream Business US, LLC ("**Allstream**"). Capitalized terms not defined in this SLA will have the meaning ascribed to them in the MSA or Service Schedule or Service Order. Allstream and Customer may be referred to as a "Party", and collectively as the "Parties."

This SLA contains 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.

1.0 SERVICE AVAILABILITY

- 1.1 The dedicated instance of the Service will be available 99.999% of each calendar month. Method of Calculation of Availability is as follows:

$$\frac{(\text{Total Minutes in Calendar Month}) - (\text{Total Minutes of Service Outage})}{\text{Total Minutes in Calendar Month}}$$

"Total Minutes in Calendar Month" is determined by
Example: 30 days X 24 Hours X 60 Minutes = 43200 minutes = 100% Availability

1.2 Credit

- 1.2.1 In the event of a Service Outage, as determined at the sole discretion of Allstream, Allstream will credit Customer's Monthly Recurring Charges ("MRC") solely for that Service experiencing the Service Outage at the Service location. If duly approved by Allstream, the Credits will be applied to Customer's account to offset invoiced MRC. The Credits apply only to the invoiced MRC for that month for the affected Service, and not to taxes, surcharges, or other charges and fees, which will be charged to Customer's invoice and must be paid monthly in full.

Total Availability in Calendar Month		
From	To	Credit Amount
100%	99.999%	0%
<99.999%	99.5%	10%
<99.5%	97.5%	20%
<97.5%	93%	35%
<93%	0%	50%

1.3 Description

- 1.3.1 A Service Outage is defined as a total loss of connectivity of the Service to one or more Customer locations.

- 1.3.2** A Service Outage shall not include, or be the result of, Service interruption (a) caused by the negligence of Customer or others in the use of Service, (b) due to the failure of power, equipment, systems or connections not provided by Allstream (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) which continue s because of Customer's failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (h) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair, or (i) due to a failure of the network access connecting the Service location to Allstream's data center.
- 1.3.3** A Service Outage commences upon Customer reporting a Service Outage by opening a valid trouble ticket and releasing the affected Service for testing and repair. The controlling record, for the purpose of determining the duration of the Service Outage and calculating credits, shall be the date and time stamp on the trouble reporting ticket as generated by Allstream's trouble reporting system. A Service Outage period ends when the Service is operating in accordance with the applicable service level agreement.
- 1.3.4** In the event Customer reports a Service Outage but declines to release the affected Service/circuit for testing and repair, the Service is not a Service Outage.
- 1.3.5** In the event an Allstream technician is dispatched for a reported event, impairment or other Service disruption and it is subsequently determined that su ch Service disruption does not constitute a Service Outage, Customer may be subject to Allstream's then current maintenance charges.

2.0 PACKET LOSS

- 2.1** The Allstream IP Network will have one way source to destination average packet loss of one percent (1%) or less during any calendar month.

2.2 Credit

- 2.2.1** If the packet loss guarantee is not met in a calendar month, the customer may receive a service credit of 1/30th of the MRC for the month for each full 1% of average packet loss above the 1% average maximum guaranteed, not to exceed 15% above the maximum guaranteed.

2.3 Description

- 2.3.1** The average packet loss is measured as the average of 5 minute samples across the Allstream IP Network taken throughout the month.
- 2.3.2** Excess packet loss shall not include, or be the result of (a) over-utilization of the service by the Customer, (b) the negligence caused by the Customer or others in the use of Service, (c) any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) issues which continue because of Customer's failure to authorize replacement of any element of the Service, (e) planned maintenance, (f) Force Majeure events, (g) events resulting in no trouble found or when the fault of the trouble is undetermined, or (h) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair.

3.0 Mean Time to Repair (“MTTR”) The Mean Time To Repair is a performance objective only and outage credits will not apply if the objective is not met.

3.1 MTTR is the time it takes Allstream to restore service and is measured as the period from the opening to the closing of a ticket for a trouble that is determined to be a Service Outage, as defined herein. The Service Level Objective (SLO) for MTTR for On-Net services is 3 hours. Off-Net access MTTR is dependent upon Allstream's third-party providers. On-net means local access network owned and operated by Allstream and Off-Net means local access not owned and operated by Allstream. MTTR is a performance objective only and outage credits will not apply if the objective is not met.

4.0 REQUEST FOR CREDIT

- 4.1** Customer must request any credit in writing to Allstream's Customer Care Representative, making reference to the trouble ticket, within thirty (30) days of the Service Outage. For calculating credit allowances, every month is considered to have thirty (30) days.
- 4.2** The credits outlined above shall not be compounding. For any particular Service Outage, Customer may not be eligible for more than one (1) credit with respect to any Service Outage. Customer's total service credit(s) in any one (1) month will not exceed one (1) month's MRC for the affected Service and do not apply to MRCs of other Services. If Customer fails to submit its request to Allstream in the manner set forth herein within, Customer will have waived its right to such service credits for that month. To be eligible for service credits, the Customer must be in good standing with Allstream and current in all of its obligations.
- 4.3** Service credit(s) may be granted only if Customer has afforded Allstream reasonable access to Customer's premises for appropriate repairs, maintenance, testing, and any other work in order to remedy the cause of the Service Outage.
- 4.4** Allstream's records and data will be the sole basis for all Service credit calculations and determinations.

5.0 SOLE REMEDY

- 5.1** CUSTOMER'S RIGHT TO CREDITS AS PROVIDED IN THIS SLA SHALL BE CUSTOMER'S SOLE REMEDY WITH REGARD TO THE IP/MPLS VPN SERVICE AND ANY SERVICE OUTAGE, INTERRUPTION OR DEFICIENCIES WHATSOEVER REGARDING THEM.



SERVICE SCHEDULE INTERNET

CUSTOMER ("Customer"): ENTER CUSTOMER NAME HERE

This Internet Service Schedule ("**Service Schedule**") shall be governed by and subject to this Master Service Agreement ("**MSA**") between the Customer and Allstream Business Inc. and/or Allstream Business US, LLC. through its subsidiaries ("**Allstream**"). 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 Internet Services:

- 1.1 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.
- 1.2 Allstream Network** means the physical communications hardware and facilities between the Customer service demarcation point and the Internet. This Network includes any Allstream leased third-party resources to complete the connectivity to the Internet.
- 1.3 Bandwidth** means the amount of data (quantified as Mbps ("M") or Gbps ("G")) made available to Customer as specified in a Service Order, or in the event of usage based billing, the amount of data actually transmitted by Customer's Equipment.
- 1.4 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.
- 1.5 Dedicated Internet Service** means reserved bandwidth over Allstream's shared network without oversubscription. Customer will always have their contracted bandwidth rate available end-to-end on the Allstream network.
- 1.6 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
- 1.7 Metro** means to an Internet Service between two or more locations within the same Core-Based Statistical Area.
- 1.8 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
- 1.9 Protected Service** means an Internet Service 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.
- 1.10 Standard and Broadband Internet Service** (as compared to Dedicated Service) means non-reserved bandwidth over Allstream's partner networks with the potential of oversubscription. Customer's contracted bandwidth rate is not assured end-to-end in the event of network congestion.

1.11 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.

1.12 Unprotected Service means an Internet Service 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. INTERNET USAGE POLICY. All Internet Services shall be subject to and conditioned upon Allstream's Internet Usage Policy published on www.allstream.com and are hereby incorporated into the Agreement.

3. Internet SERVICE DESCRIPTION. Internet Services include either standard and broadband or dedicated connectivity and access to the public Internet via peering arrangements with various Internet network providers. Standard and broadband Internet services are provided across an Allstream partner network using shared access technology and bandwidth is not assured due to the access network being subject to oversubscription. Bandwidth speeds are "up to" the quoted amount. Dedicated Internet services are provided over a high capacity, network with two autonomous systems. Internet Service is available as multiservice Internet Ports up to 10 Gbps of bandwidth. Dedicated Internet Service provides internet connections from an Allstream point of presence or Data Center/Collocation facility. Internet Service can be specified on a Service Order in any of the following configurations:

3.1 Internet Service Configurations

a) **Dedicated Internet Access ("DIA"):** The default configuration uses Ethernet access service configuration with symmetric upload and download bandwidth. Allstream will include access to utilization statistics as part of the service. Utilization statistics will show overall historical bandwidth usage for a determined period of time for the customer's service location.

b) **Standard and broadband Internet Access:** Internet access delivered by Allstream partners across their shared networks typically with asymmetric upload and download bandwidths.

c) **Bandwidth:**

3.1.c.1. Allstream Dedicated Internet service provides symmetric upload and download bandwidth.

3.1.c.2. Allstream Standard and broadband Internet service provides asymmetric upload and download bandwidth. Actual throughput may vary. The percentage of throughput achieved will depend on congestion of the network during peak periods.

3.2 Optional Dedicated Internet Features:

a) Customer may request related services such as additional IPv4 or IPv6 Internet addresses, primary and secondary DNS, or BGP.

b) Customer may add Internet security with either the Allstream Cloud Firewall Service as a network-based firewall or a premise based firewall using the Allstream IT CloudView service.

c) Customer may request an Allstream managed router service. By default, Internet services are delivered from a premises based Allstream Network Interface Device and do not include a customer router. Available services on the managed router include Allstream provided Dynamic Host Configuration Protocol (DHCP) and Allstream provided DHCP forwarding, and read only SNMP requests.

d) As an optional service, Allstream will monitor the Internet service 24 hours a day, 7 days a week. If Allstream detects a Service Outage, Allstream will notify the customer. 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 open a trouble ticket and 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.

4. EQUIPMENT AND INSTALLATION.

4.1 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.

4.2 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.

4.3 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).

5. SERVICE REQUESTS AND DELIVERY.

5.1 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.

- 5.2 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.
- 5.3 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.
- 5.4 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.



UC CLOUD VOICE SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) shall be governed by and subject to this Master Service Agreement (“MSA”), and the applicable Service Schedule as posted on www.allstream.com, as well as the applicable Service Order between the Customer and Allstream Business Inc. and/or Allstream Business US, LLC (“Allstream”). Capitalized terms not defined in this SLA will have the meaning ascribed to them in the MSA and/or Service Schedule and/or Service Order. Allstream and Customer may be referred to as a “Party”, and collectively as the “Parties.”

This SLA contains 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.

1.0 AVAILABILITY

1.1 The dedicated instance of the Service will be available 99.999% of each calendar month. Method of Calculation of Availability is as follows:

$$\frac{(\text{Total Minutes in Calendar Month}) - (\text{Total Minutes of Service Outage})}{\text{Total Minutes in Calendar Month}}$$

“Total Minutes in Calendar Month” is determined by
Example: 30 days X 24 Hours X 60 Minutes = 43200 minutes = 100% Availability

“Total Minutes of Service Outage” means the total of all minutes of Service Outage (defined below) for a specific Service in a calendar month calculated under paragraph (ii) below.

2.0 SERVICE OUTAGES

- 2.1 For the purposes of these Additional Terms and Conditions solely, and subject to the requirements and limitations set forth in this Section 4.3, a Service Outage is defined as (i) a total loss of the Service within the Allstream Data Center; (ii) the inability of more than fifty percent (50%) of user seats/stations (IP phones) at one location to register with the call server to place and receive calls.
- 2.2 A Service Outage shall not include, or be the result of, Service interruption (a) caused by the negligence of Customer or others in the use of Service, (b) due to the failure of power, equipment, systems or connections and/or services not provided by Allstream, (c) Failure of any equipment or services outside of the Allstream UC Cloud Voice Data Center environment whether provided by Allstream or not, (d) during any period when the Customer has released the affected Service for rearrangement purposes or for the implementation of a Customer Service Agreement, (e) which continue because of Customer’s failure to authorize replacement of any element of the Service, (f) due to planned maintenance, (g) Service interruptions outside of identified customer business hours, (h) due to Force Majeure events, (i) resulting in no trouble found or when the fault of the trouble is undetermined, or (j) Customer reports the Service as impaired but declines to release it for testing and/or repair, or (k) due to a failure of the network access connecting the Service location to Allstream data center.
- 2.3 A Service Outage commences upon Customer reporting a Service Outage by opening a valid trouble ticket and releasing the affected Service for testing and repair. The controlling record, for the purpose of determining the duration of the Service Outage and calculating credits, shall be the date and time stamp on the trouble reporting ticket as generated by Allstream’s trouble reporting system. A Service Outage period ends when the Service is operating in accordance with the applicable service level agreement.

- 2.4 In the event Customer reports a Service Outage but declines to release the affected Service for testing and repair, the Service is not a Service Outage.
- 2.5 In the event an Allstream technician is dispatched for a reported event, impairment or other Service disruption and it is subsequently determined that such Service disruption does not constitute a Service Outage, Customer may be subject to Allstream's then current maintenance charges.

3.0 SERVICE CREDITS

- 3.1 In the event of a Service Outage, Allstream shall credit Customer's MRC solely for that Service experiencing the Service Outage at the Service location as follows, subject to the requirements and limitations set forth in this Section.

Total Availability in Calendar Month		
From	To	Credit Amount
100%	99.999%	0%
<99.999%	99.992%	5%
<99.992%	97.0%	10%
<97.0%	93.0%	20%
<93%	0%	50%

- 3.2 Customer must request any credit in writing to an Allstream customer care representative, making reference to the trouble ticket, within thirty (30) days of the Service Outage. For calculating credit allowances, every month is considered to have thirty (30) days.
- 3.3 The credits outlined above shall not be compounding. For any particular Service Outage, Customer may not be eligible for more than one (1) credit with respect to any Service Outage. Customer's total service credit(s) in any one (1) month will not exceed one (1) month's MRC for the affected Service and do not apply to MRCs of other Services. If Customer fails to notify Allstream in the manner set forth herein within thirty (30) days after the Service Outage with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. To be eligible for service credits, the Customer must be in good standing with Allstream and current in all of its obligations.
- 3.4 EXCEPT AS PROVIDED IN SECTION 5, CUSTOMER'S RIGHT TO CREDITS AS PROVIDED IN THESE ADDITIONAL TERMS AND CONDITIONS SHALL BE CUSTOMER'S SOLE REMEDY WITH REGARD TO SERVICE OUTAGES.

4.0 Emergency Event Maintenance Request Response

In the event of one or more of the following: (a) complete failure of the system, including the inability to complete any internal or external calls, (b) failure of a critical component affecting fifty percent (50%) or more of the seats/IP phones, an attendant console, or the voice mail system, or (c) failure of a component resulting in an emergency or critical situation as agreed upon by the Parties (aforementioned each an "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. federal holidays. "Response" is defined as 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 all access to its facilities and systems as is reasonably required for Allstream to perform Maintenance.

4.1 Emergency Response and Spare Parts Credits.

Allstream offers two \$1000 Customer Guarantees.

1. Emergency Response. If Allstream does not meet the defined "Response" Allstream will Credit Customer \$1000 to their account.
2. Emergency Spare Parts Replacement Inventory. If Allstream does not have the available CPD or Software in stock to provide emergency replacement within 24 hours, Allstream will credit customer \$1000 to their account.

4.2 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.

4.3 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, abuse, misuse, disconnection or connection with incompatible equipment; e) equipment malfunction caused by the failure of electrical power or air conditioning; f) equipment malfunction arising from a Force Majeure event; g) troubleshooting and/or resolving any issues involving Customer's use of the VOIP application over the public internet; or i) repairs necessitated due to Customer's programming or system/application errors or Customer-provided equipment.

- 4.4 Customer must request any credit in writing to an Allstream customer care representative, making reference to the trouble ticket, within thirty (30) days of the Maintenance Request.
- 4.5 The credits outlined above shall not be compounding. For any particular Maintenance Request, Customer may not be eligible for more than one (1) credit with respect to any Maintenance Request. If Customer fails to notify Allstream in the manner set forth herein within thirty (30) days after the Maintenance Request with respect to the applicable service credits, Customer will have waived its right to such response credits for that month. To be eligible for response credits, the Customer must be in good standing with Allstream and current in all of its obligations.

5. **SOLE REMEDY**

CUSTOMER'S RIGHT TO CREDITS AS PROVIDED IN THIS SLA SHALL BE CUSTOMER'S SOLE REMEDY WITH REGARD TO THE UC CLOUD VOICE SERVICES AND ANY SERVICE OUTAGE, INTERRUPTION OR DEFICIENCIES WHATSOEVER REGARDING THEM. The Credits shall not be compounding. Customer's total Credits in any one (1) month shall not exceed one (1) month's MRC for the affected Service for that month and do not apply to MRC of other Services. If a Customer fails to notify Allstream in the manner set forth in this Exhibit with respect to any Credits, Customer shall have waived its right to such Credits for that month. To be eligible for Credits, the Customer must be in good standing with Allstream and current in all of its obligations.



SERVICE SCHEDULE

UNIFIED COMMUNICATIONS CLOUD VOICE - COLLABORATION SOLUTION

This Unified Communications Cloud Voice - Collaboration Solution ("UCCV-CS) Service Schedule ("**Service Schedule**") shall be governed by and subject to this Master Service Agreement ("**MSA**") between the Customer and Allstream Business Inc. ("**Allstream**"). 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 or Statement Of Work ("**SOW**").

1. **DEFINITIONS.** The following additional definitions shall apply to the Services:

1.1 "Device" means an IP phone, desktop client, mobile client, analog device, lobby device or conference room device. Any Device that has access to the system requires an UCCV-CS Seat license - including Devices deployed exclusively to support Extension Mobility users whether a user is logged into the Device or not. A mobile Device (i.e., smartphone, tablet, etc.) enabled with single number reach mobility licensing does not count toward the device or seat count.

1.2 "Equipment" means the required equipment ("Equipment") to provision the Services described herein.

1.3 "Optional Licenses" Licenses for optional functionality that Customer can purchase to add on to its Allstream UCCV-CS Solution. Quantity of Optional Licenses are determined based on Customer requirements and need not be equivalent to quantity of Seats purchased. Optional Licenses are either sold as Seats, standalone ports or as add on licenses to Seats and may include the requirement of a starter kit. Optional License types include UCCV-CS Contact Center, UCCV-CS IVR and UCCV-CS Call Recording.

1.4 "Seat" is defined as one of the following primary options based on Customer needs:

-Access: Delivers core IP communications Services for basic telephony users. Support for one IP Phone Device is included. The Access Seat also includes entitlements that include Emergency Responder Seat License, SRST Seat License and Mobile Remote Access Seat License, these entitlements require the core application that supports these features. Only certain Device types can be supported with an Access Seat.

-Enhanced: In addition to the Access Seat features, Enhanced provides the Webex App. Enhanced includes support for all phone types.

-Professional: In addition to the Enhanced features, voicemail is also included.

-Professional Plus: Includes all the features of Professional, plus Webex Meetings.

1.5 "Service Components" means the virtualized instances of UC and collaboration applications for each Customer (e.g., Cisco Unified Communications Manager, Cisco Unity Connection) in the common data centre environment and the UCCV-CS Gateway supported by the Service.

1.6 "User" is defined as an end user profile that has access to use functionality within the UCCV-CS solution. An UCCV-CS end user profile can access the UCCV-CS functionality through an appropriately licensed Device – i.e. phone, soft client, mobile client, fixed mobile convergence (FMC) Device or extension mobility profile - associated with that particular end user profile.

2. **INTERPRETATION:** For the purposes of this Service Schedule, Allstream Facilities as defined in the MSA shall exclude the Devices pre-owned or purchased by the Customer; such Devices shall be deemed to form part of the Customer-provided Facilities.
3. **SERVICE:** Allstream's UC Cloud Voice Collaboration Solution ("UCCV-CS") leverages Cisco's hosted Unified Communications ("UC") and collaboration application portfolio to provide end users with the same rich feature-set previously only available with customer premises equipment ("CPE") designs. UCCV-CS utilizes Allstream SIP Trunking for local access to the Public Switched Telephone Network (PSTN) and supports Basic VoIP 911 as per CRTC regulation. For complete terms and conditions, refer to allstream.com.
4. **STATEMENT OF WORK:** The parties will create a SOW which will include (a) an implementation plan; (b) technical network design plans; and (c) installation requirements. Unless otherwise agreed to by the parties in writing, Allstream will not provide the Service outside of Canada.
5. **ALLSTREAM RESPONSIBILITIES**
 - 5.1 As per the Service Order and/or SOW, Allstream will set up the appropriate software and hardware configuration at the installation address (specified herein) based on the Service option selected by Customer and will provide functional testing to confirm the Service delivery.
6. **SERVICE CHARGE CONDITIONS:**
 - a) On a daily basis, Allstream will conduct a Seat audit to determine the number of billable Access, Enhanced, Professional and Professional Plus Seats. If an audit reveals any adjustments in the number of Access, Enhanced, Professional and Professional Plus Seats, the Charges will be amended as of the subsequent billing period.
 - b) Customer acknowledges that Customer designated administrators as communicated to Allstream can add Seats or upgrade Seat types at any time through the UCCV-CS System Administration portal. These changes to Seat types or numbers will result in higher Contract Value, Minimum Charge requirement and early termination charge levels and Customer will be billed additional fees associated with additional services consumed from the date on which the designated Customer administrator executes the changes. Allstream will perform a monthly usage audit and if usage has increased by 10% or more over the previous monthly invoice for UCCV-CS Services, Allstream will issue a retroactive Service Order amendment reflecting these changes at the Seat prices identified in this Service Schedule. In the event that Customer disputes additional charges, Allstream will provide audit logs from the System Administration platform and/or reverse the administrative changes that resulted in the additional charges.
 - c) Customer acknowledges that Direct Inward Dial (DID) numbers must be available and activated before a Seat provisioned by a Customer administrator can be assigned a DID. If Customer wishes to add new Seats with no order delay, Customer must maintain spare and active DID's.
 - d) Charges for Contact Centre Agent Seats are based on the actual number of Agent seats purchased
 - e) Charges reflect the scope of the Services set out above and changes to a SOW may impact such Charges.
 - f) Service includes labour to perform software upgrades defined in the applicable SOW to be scheduled at a mutually convenient time
 - g) Special projects may require additional project management services and may result in additional charges.
7. **CHARGES, RAMP & MINIMUM COMMITMENT:**
 - 7.1 **Ramp:** The Parties agree that during the first three (3) months of the Service Term specified in the Service Order, the Customer may gradually implement Seats as it ramps up its business ("**Ramp**"). Customer acknowledges and agrees that this Ramp will expire at the end of the initial three (3) months of the Service Term and upon expiry of the Ramp, the Customer is responsible for the Minimum Commitment for Seats as described below.
8. **LIMITATIONS OF LIABILITY:** The Original Agreement sets out the limitations of liability for the Services. Notwithstanding such limitations of liability, in the event of any unauthorized use of the Service Components, any features or services, or any other toll fraud scenario for which Allstream has sole ownership of read/write privileges, passwords and configurations, Allstream's total liability will not exceed the charges assessed by any telecommunications carrier or service provider for local or long distance calls

9. **ACCEPTABLE USE POLICY.** All Services shall be subject to and conditioned upon Allstream's Acceptable Use Policy published at www.allstream.com and are hereby incorporated into the Agreement.

10. **EQUIPMENT AND INSTALLATION.**

10.1 **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.

10.2 **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 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 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.

10.3 **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).

11. **SERVICE REQUESTS AND DELIVERY:**

11.1 **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.

- 12. 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.



SERVICE SCHEDULE

IT CLOUDVIEW SERVICE

CUSTOMER ("Customer"): ENTER CUSTOMER NAME HERE

This IT CloudView Service Schedule ("**Service Schedule**") shall be governed by and subject to this Master Service Agreement ("**MSA**") between the Customer and Allstream Business Inc. and/or Allstream Business US, LLC through its subsidiaries and affiliates ("**Allstream**"). 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 IT and communications services ("**Services**") as purchased by Customer from time to time by way of an Allstream approved Service Order.

1. DESCRIPTION OF SERVICE

1.1 General Description

Allstream's IT CloudView service suite offers customers a unique way to centrally manage their IT infrastructure through the rental or purchase of IT CloudView hardware devices ("Device") and the subscription of software services (referred to as "Module"). There are five Modules that make up the offer. Through this single pane of glass accessed via a visual dashboard ("Dashboard"), Customers are able to monitor and or modify features of purchased Modules and Devices such as Wi-Fi Access Points ("Wi-Fi Module"), LAN Switches ("Switch Module"), Security Appliances ("Security Appliance Module"), Video Surveillance Cameras ("Surveillance Module") as well as their iOS, Android and windows based devices ("Device Management Module"). The Service may be paired and provisioned with other Allstream products.

1.2 Allstream IT CloudView Plans

Allstream offers three (3) Service packages. These include:

- Allstream IT CloudView Premium Software Package HQ Small ("ITCV Prem. SW Pkg HQ S") for up to 4 locations and 19 Devices
- Allstream IT CloudView Premium Software Package HQ Medium ("ITCV Prem. SW Pkg HQ M") for up to 9 locations and 49 Devices
- Allstream IT CloudView Premium Software Package HQ Large ("ITCV Prem. SW Pkg HQ L") for up to 19 sites and 99 Devices.

With the package, a Customer can subscribe to one of three levels of Dashboard Access available: No Dashboard Access, Base Supervisor Access, and Full Supervisor Access. Customer has the option to add features to a Service package by adding service elements that fall within one of the Modules. For all Modules except Device Management, Customer requires one or more Devices to provide the Service of the associated Module such as an Access Point, Camera, Security Appliance or Switch. In addition, each Device may be complemented with optional accessories ("Accessories").

1.3 Module Feature

There are five (5) Modules with associated Devices and options, as set forth below. Each Module, associated Device if applicable and Advanced Options includes certain features assigned to each Device and/or Module.

a) Wi-Fi

Wireless LAN (Wi-Fi) Access Points, available in indoor or outdoor version, provide wireless LAN access to mobile device such as laptop computers, tablets, mobile phones and other devices of the Customer.

b) Surveillance

Surveillance Cameras, available in indoor and outdoor version, provide the ability to record video of certain indoor or outdoor area of the Customer premise. Recordings are stored on the Camera and available for several days

depending on the settings applied as well as local conditions and are accessible from anywhere using the Dashboard with advanced search capability. Recordings that expire are no longer accessible.

c) **Switch**

Switches provide the ability to connect Customer provided devices such as servers, printers, laptops and phones using the Ethernet protocol. In addition, it can provide power (Power over Ethernet "PoE") to devices of the Customer and/or of Allstream such as phones, cameras, Wi-Fi access points or other devices.

d) **Security Appliance**

Security Appliance provide security to a site by being the interface between Wide Area Network (WAN) connectivity such as MPLS or Internet and the internal LAN network. It provides next generation firewall functions, client VPN and depending on the option purchased advanced filtering, intrusion detection and prevention (IPS), advanced malware protection, site-to-site encryption and the management of more than one WAN connection (SD-WAN).

e) **Device Management**

Device Management offers the ability, after enrolling Customer mobile devices (such as laptop, mobile phone and tablets), to remotely monitor and manage these devices from the Dashboard. Device Management does not come with a Device but rather manages Customer provided devices and as such is a Dashboard feature only. Features vary based on Customer provided device capabilities.

1.4 **Advanced Application Solutions**

The following features may supplement the Service:

a) **Advanced Security**

Advanced Security is an option added to one or more Security Appliance that adds the ability to do content filtering, intrusion detection and prevention and offer malware protection. Each Security Appliance requires a separate Advanced Security option to enable these features.

b) **SD-WAN**

SD-WAN is an option added to one or more Security Appliance that adds the ability to manage more than one WAN uplink (e.g. MPLS, Internet, cellular LTE) as well as provide site-to-site encryption between two or more Security Appliances enabled with the SD-WAN option. Each Security Appliance that requires site-to-site encryption or more than one WAN interface requires the SD-WAN option to enable these features.

c) **Enhanced Video Archive**

Enhanced Video Archive is an option added to one or more Cameras which provides the ability to store 90 or 180 days of full continuous video recording remotely to the Cloud for compliance purposes. Cloud Archiving requires internet connectivity with a minimum of 3 Mbps to allow the full storage of the recording. Each Camera that requires Enhanced Video Archive requires its own Enhanced Video Archive option.

1.5 **Dashboard Access**

Customer has the flexibility to choose between three access levels to the Dashboard:

1. No access, in which case all changes must be requested through Allstream for a fee
2. Base Supervisor access, in which the Customer can only manage VPN clients and Wi-Fi users if applicable, manage Customer devices (Device Management), monitor the network and/or access Camera recording through the Dashboard as applicable but not make any other changes. The ability to save changes in Dashboard is disabled for Base Supervisor. Up to 10 different Base Supervisor users can be setup through Allstream.
3. Full Supervisor Access in which the Customer has access to make changes on the Dashboard. Customer purchasing the Full Supervisor Access must sign the additional Full Supervisor Access addendum.

Customer with Base Supervisor access can have up to 10 Base Supervisors on the Dashboard. Customer with Full Supervisor access can have up to 30 Supervisors on the Dashboard. Customer purchasing Full Supervisor Access can elect to have some of their Supervisors with only Base Supervisor access. In addition, Full Supervisor Access Customers can set access level per location in the dashboard.

2. CUSTOMER PREMISE DEVICE

2.1 Definition

Customer Premises Devices means any equipment provided by Allstream in connection with the Services ("CPD"). CPD includes Allstream IT CloudView Devices such as Access Points, Switches, Cameras and Security Appliances along with associated accessories that is 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 Dashboard

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.

2. **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 with 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.

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

4. **Relocation**

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

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.

6. 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 FORESEEABILITY THEREOF.

3. MAINTENANCE & SUPPORT

3.1 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.

3.2 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 Dashboard from any working internet connection device supported, connect to any Wi-Fi Access Point Device not related to local connectivity failure, the inability to switch any Ethernet traffic on any Devices, the loss of site connectivity between LAN and WAN due to a Device failure, (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 (aforementioned each an "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. federal 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.

3.3 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.

3.4 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 monitor or manage Devices, disabled functions 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 or k) repairs necessary due to Customer's programming or system/application errors or Customer-provided equipment and/or facilities.

3.5 Adds, Moves, Changes

All adds and deletions of Device, Module or chargeable features will require an Allstream service request. For Full Supervisor Access, the offer is a self-service solution where the customer can perform moves and changes without the assistance of Allstream. Allstream will invoice Customer for chargeable features that may have been turned on by the Customer in the dashboard. 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.

3.6 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.

4. CUSTOMER RESPONSIBILITIES & SERVICE ASSUMPTIONS

- 4.1 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 Access Points and Cameras, 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 location.
- 4.3 Customer is responsible to provide Public Internet access for all Devices with sufficient bandwidth for remote monitoring & management (50 Kbps per device, 3 Mbps per streaming Camera) at all times. In the case where Allstream is not providing WAN connectivity, Customer is responsible to provide all WAN access, including but not limited to Internet, and/or MPLS, and/or cellular LTE as applicable 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. Customer further acknowledges that end user traffic does NOT go through Allstream IT CloudView (only management traffic goes back to Allstream IT CloudView) and instead is sent to the local WAN link according to its local configuration.
- 4.4 Customer is responsible for the design & management of its network, including but not limited to, IP addressing scheme, managing WAN access, cabling, wiring and mounting and IP routing. Customer may purchase Allstream professional services ("Allstream Consultative Service") to get assistance with the design, planning, upgrade, changes and deployment of any element linked to the Service beyond the scope of the standard statement of work ("SoW") provided.
- 4.5 Customer acknowledges that with no Dashboard Access or Base Supervisor access, no changes can be saved in the Dashboard. All changes must be requested to Allstream by way of opening a ticket and are chargeable. Base Supervisor Access provides the ability to manage, as applicable, VPN user access, guest Wi-Fi access as well as Device Management access. Training is provided up to 30 minutes Customer IT Administrator training (no dashboard access) or up to 3 hours depending on the Module purchased (Base Supervisor Access) by remote Web Training respectively (recordings will be available). Additional supervisor training can be purchased at an additional cost. Base Supervisor customer will also get up to 2.5, respectively 5 hours of follow up training per year for the Service depending on the number of Module purchased.
- 4.6 Full Supervisor Access provides the ability to make changes on the Dashboard. For Customers purchasing the Full Supervisor Access option, Customer is required to sign Allstream IT CloudView – Full Supervisor Access Addendum. Allstream will provide training to the designated Customer IT Administrator with Full Supervisor up to 6 hours depending on the Module purchased by remote Web Training respectively (recordings will be available). Full Supervisor Customers will receive complimentary Q&A support by a certified technician (call back based on availability). Open free web classes ("Web Classes") are also provided on an ongoing basis for all Customers IT Administrator to attend. Full Supervisor customer will

also get up to 2.5, respectively 5 hours of follow up training per year for the Service depending on the number of Module purchased. Additional private pro services training ("Private Pro Services Training") can be purchased separately.

- 4.7 Customer IT Administrator is responsible to train any end users in the use of the Service, including but not limited to how to connect to the VPN (as applicable), Wi-Fi, ethernet Switch, setup of a new device and accessing of network services. Optional pro services ("Optional Pro Services") for VPN Client setup can be added at time of contract or purchased separately.
- 4.8 Allstream gives no guarantees as to the quality or reliability of the Service using the public internet. Customer understands that IT CloudView is deployed over an unmanaged network. For management traffic, a minimum of 50 Kbps upload per Device is required (3 Mbps for Camera using Enhanced Cloud Archive).
- 4.9 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.
- 4.10 Customer is responsible to obtain permission and/or user consent, as is permitted and/or required by law, for the following actions:
 - 4.10.1 Recording of video and audio as applicable from Camera
 - 4.10.2 Remote screenshot feature for mobile device or laptop
 - 4.10.3 Remote desktop feature
 - 4.10.4 Tracking of browsing history
 - 4.10.5 Other features as made available from time to time

The Customer is responsible to inform all end users about the capabilities of the Service and the collection or use of any personal information.

- 4.11 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.
- 4.12 Customer is responsible for installing and verifying compatibility of Customer-provided devices (printers, 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.
- 4.13 For those applications requiring client software installation or settings on Customer-provided PCs or devices, Customer is responsible for installing clients, (VPN & Wi-Fi) profiles and certificate as applicable. Customer is also responsible for obtaining and maintaining/upgrading any security certificate (such as but not limited to Apple MDM Push Certificate for Device Management on iOS), administrator account (such as but not limited to Apple ID and/or Android Enterprise/Google Admin or G Suite admin account for Device Management on iOS and/or Android) to enable the Service.
- 4.14 To the extent Customer uses Wi-Fi Devices, Allstream gives no guarantees as to the quality or reliability of the wireless connectivity. Any installation or service labor expended because of wireless connectivity issue will be billed additional on a time & materials basis at current hourly rates.
- 4.15 For those applications using customer provided Active Directory (AD) or LDAP for authentication and authorization, Customer is responsible for managing their users on that platform and for maintaining AD/LDAP connectivity to the Service. Customer acknowledges and understands that in the event of a connectivity to/from their AD/LDAP or an issue with their AD/LDAP that some feature of the Service (such as but not limited to authenticating and authorization users to connect to VPN or Wi-Fi) will not be available.

- 4.16 To the extent Customer uses the Mobile Device Management application or administrator application downloaded from an online store for use with their smart device available with the Device Management and Base or Full Supervisor 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 current hourly rates.
 - 4.17 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.
 - 4.18 Customer acknowledges that features provided do not provide 100% security or filtering accuracy and that the Customer is responsible to provide alternate protection or remediation mechanisms against breach or inaccuracy. Such features include, but are not limited to, Advanced Malware Protection, content filtering, next generation firewall, SD-WAN encryption and Intrusion Prevention. Allstream will not be liable if there is any security or virus attack that breaches the IT CloudView solution. The Customer also acknowledges that if the Service functions in degraded mode due to internet connectivity issues, some of the features such as Advanced Malware protection or content filtering may be completely disabled (failover) or limited to the last known data of site category list or malware signature and may therefore be less effective against a threat.
- 5 **SUPPLEMENTARY PRODUCTS:** 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.
- 5.1 **WIRELESS BACK UP SERVICE:** The Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors for Allstream provided Services and that the Customer is not a third party beneficiary of any agreement between the Customer and the underlying carrier. The Customer hereby waives any and all claims or demands therefor.
 - 5.2 **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.
 - 5.3 **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.
 - 5.4 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.

IT CLOUDVIEW SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") shall be governed by and subject to this s Master Service Agreement ("MSA"), and the applicable Service Schedule as posted on www.allstream.com, as well as the applicable Service Order between the Customer and Allstream Business Inc. and/or Allstream Business US, LLC ("**Allstream**"). Capitalized terms not defined in this SLA will have the meaning ascribed to them in the MSA and/or Service Schedule and/or Service Order. Allstream and Customer may be referred to as a "Party", and collectively as the "Parties."

This SLA contains 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.

1.0 AVAILABILITY

1.1 The IT CloudViewCloud Platform will be available 99.999% of each calendar month. Method of Calculation of Availability is as follows:

$$\frac{(\text{Total Minutes in Calendar Month}) - (\text{Total Minutes of Service Outage})}{\text{Total Minutes in Calendar Month}}$$

"Total Minutes in Calendar Month" is determined by
Example: 30 days X 24 Hours X 60 Minutes = 43200 minutes = 100% Availability

"Total Minutes of Service Outage" means the total of all minutes of Service Outage (defined below) for a specific Service in a calendar month calculated under paragraph (ii) below.

2.0 SERVICE OUTAGES

- 2.1 For the purposes of these Additional Terms and Conditions solely, and subject to the requirements and limitations set forth in this Section 4.3, a Service Outage is defined as (i) a total loss of the Service within the Cloud Data Center; (ii) the inability of more than fifty percent (50%) of IT CloudView Devices at one location to register with the cloud to enable service monitoring, data retrieval or configuration changes.
- 2.2 A Service Outage shall not include, or be the result of, Service interruption (a) caused by the negligence of Customer or others in the use of Service, (b) due to the failure of power, equipment, systems or connections and/or services not provided by Allstream, (c) due to the failure of power, equipment, systems or connections and/or services provided to a non-business location and/or using a broadband internet service for delivery as the single access method, (d) Failure of any equipment or services outside of the Allstream ITCloudView Data Center environment whether provided by Allstream or not, (e) during any period when the Customer has released the affected Service for rearrangement purposes or for the implementation of a Customer Service Agreement, (f) which continue because of Customer's failure to authorize replacement of any element of the Service, (g) due to planned maintenance, (h) Service interruptions outside of identified customer business hours, (i) due to Force Majeure events, (j) resulting in no trouble found or when the fault of the trouble is undetermined, or (k) Customer reports the Service as impaired but declines to release it for testing and/or repair, or (l) due to a failure of the network access connecting the Service location to cloud data center.
- 2.3 A Service Outage commences upon Customer reporting a Service Outage by opening a valid trouble ticket and releasing the affected Service for testing and repair. The controlling record, for the purpose of determining the duration of the Service Outage and calculating credits, shall be the date and time stamp on the trouble reporting ticket as generated by Allstream's trouble reporting system. A Service Outage period ends when the Service is operating in accordance with the applicable service level agreement.
- 2.4 In the event Customer reports a Service Outage but declines to release the affected Service for testing and repair, the Service is not a Service Outage.

- 2.5 In the event an Allstream technician is dispatched for a reported event, impairment or other Service disruption and it is subsequently determined that such Service disruption does not constitute a Service Outage, Customer may be subject to Allstream's then current maintenance charges.

3.0 SERVICE CREDITS

- 3.1 In the event of a Service Outage, Allstream shall credit Customer's MRC solely for that Service experiencing the Service Outage at the Service location as follows, subject to the requirements and limitations set forth in this Section.

Total Availability in Calendar Month		
From	To	Credit Amount
100%	99.999%	0%
<99.999%	99.992%	5%
<99.992%	97.0%	10%
<97.0%	93.0%	20%
<93%	0%	50%

- 3.2 Customer must request any credit in writing to an Allstream customer care representative, making reference to the trouble ticket, within thirty (30) days of the Service Outage. For calculating credit allowances, every month is considered to have thirty (30) days.
- 3.3 The credits outlined above shall not be compounding. For any particular Service Outage, Customer may not be eligible for more than one (1) credit with respect to any Service Outage. Customer's total service credit(s) in any one (1) month will not exceed one (1) month's MRC for the affected Service and do not apply to MRCs of other Services. If Customer fails to notify Allstream in the manner set forth herein within thirty (30) days after the Service Outage with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. To be eligible for service credits, the Customer must be in good standing with Allstream and current in all of its obligations.
- 3.4 EXCEPT AS PROVIDED IN SECTION 5, CUSTOMER'S RIGHT TO CREDITS AS PROVIDED IN THESE ADDITIONAL TERMS AND CONDITIONS SHALL BE CUSTOMER'S SOLE REMEDY WITH REGARD TO SERVICE OUTAGES.

4.0 Emergency Event Maintenance Request Response

In the event of one or more of the following: (a) complete failure of the system, including the inability to access IT CloudView dashboard from anywhere, (b) failure of a critical component affecting fifty percent (50%) or more of the Devices, or (c) failure of a component resulting in an emergency or critical situation as agreed upon by the Parties (aforementioned each an "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. federal holidays. "Response" is defined as 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 all access to its facilities and systems as is reasonably required for Allstream to perform Maintenance.

4.1 Emergency Response and Spare Parts Credits.

Allstream offers two \$1000 Customer Guarantees.

1. Emergency Response. If Allstream does not meet the defined "Response" Allstream will Credit Customer \$1000 to their account.

2. Emergency Spare Parts Replacement Inventory. If Allstream does not have the available CPD or Software in stock to provide emergency replacement within 24 hours, Allstream will credit customer \$1000 to their account.

4.2 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.

4.3 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, abuse, misuse, disconnection or connection with incompatible equipment; e) equipment malfunction caused by the failure of electrical power or air conditioning; f) equipment malfunction arising from a Force Majeure event; g) troubleshooting and/or resolving any issues involving Customer's use of the Service over the public internet; or i) repairs necessitated due to Customer's programming or system/application errors or Customer-provided equipment.

- 4.4 Customer must request any credit in writing to an Allstream customer care representative, making reference to the trouble ticket, within thirty (30) days of the Maintenance Request.

- 4.5 The credits outlined above shall not be compounding. For any particular Maintenance Request, Customer may not be eligible for more than one (1) credit with respect to any Maintenance Request. If Customer fails to notify Allstream in the manner set forth herein within thirty (30) days after the Maintenance Request with respect to the applicable service credits, Customer will have waived its right to such response credits for that month. To be eligible for response credits, the Customer must be in good standing with Allstream and current in all of its obligations.

5. **SOLE REMEDY**

CUSTOMER'S RIGHT TO CREDITS AS PROVIDED IN THIS SLA SHALL BE CUSTOMER'S SOLE REMEDY WITH REGARD TO THE IT CLOUDVIEW SERVICES AND ANY SERVICE OUTAGE, INTERRUPTION OR DEFICIENCIES WHATSOEVER REGARDING THEM. The Credits shall not be compounding. Customer's total Credits in any one (1) month shall not exceed one (1) month's MRC for the affected Service for that month and do not apply to MRC of other Services. If a Customer fails to notify Allstream in the manner set forth in this Exhibit with respect to any Credits, Customer shall have waived its right to such Credits for that month. To be eligible for Credits, the Customer must be in good standing with Allstream and current in all of its obligations.

Exhibit C - Group 2 - INTERNET

Site Names & Addresses					Circuit Requirements & Availability																		
Site	Site Name	Street Address	City	State	Service Type Required (Dark Fiber, Metrpol Ethernet, Internet)	Units Required (Sessions, Seats, Minutes)	Access Type Required (Dedicated, DSL, Cable, Cellular)	Download/Upload Speed Required	Managed Services Required (Yes/No)	Router/Term Device Required (Yes/No)	QoS Required for Voice & Video (Yes/No)	Site Availability Requirement	MTTR Requirement	Availability (Yes/No)	Medium (Fiber/Copper)	Construction Required (Yes/No)	Local Access Provider	Support 24/7 (Yes/No)	Management Portal Availability (Yes/No)	Proposed Monthly Recurring Costs	One-Time Installation Costs	Other Costs (Construction, Equipment)	Notes
1	10 GALAPAGO - INTERNET ACCESS	10 GALAPAGO STREET	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	2000 MBPS	Yes	Yes	Yes	99.90%	4 Hours	Yes	Fiber	No	Level 3	Yes	Yes	\$ 2,500.00	\$ -	\$ -	Quoted via Level 3 on-net (lit location)
2	10 GALAPAGO - SIP SESSIONS	10 GALAPAGO STREET	DENVER	CO	SIP SESSIONS	1 000	N/A	N/A	Yes	Yes	Yes	99.90%	4 Hours	Yes	N/A	No	N/A	Yes	Yes	\$ 5,000.00	\$ -	\$ -	\$5.00 per SIP Session
3	10 GALAPAGO - SIP SEATS	10 GALAPAGO STREET	DENVER	CO	SIP SEATS	18 435	N/A	N/A	Yes	Yes	Yes	99.90%	4 Hours	Yes	N/A	No	N/A	Yes	Yes	\$ 2,765.25	\$ -	\$ -	\$0.15 per DID
4	10 GALAPAGO - INTERSTATE CALLS	10 GALAPAGO STREET	DENVER	CO	INTERSTATE MINUTES	50 000	N/A	N/A	Yes	Yes	Yes	99.90%	4 Hours	Yes	N/A	No	N/A	Yes	Yes	\$ 1,999.95	\$ -	\$ -	200,000 Min LD Plan - All LD included in an LD plan with an overage of \$0.015 per minute
5	10 GALAPAGO - INTRALATA CALLS	10 GALAPAGO STREET	DENVER	CO	INTRALATA MINUTES	5 000	N/A	N/A	Yes	Yes	Yes	99.90%	4 Hours	Yes	N/A	No	N/A	Yes	Yes	See Notes Field 15X	\$ -	\$ -	Notes in Field 15X
6	10 GALAPAGO - INTRASTATE CALLS	10 GALAPAGO STREET	DENVER	CO	INTRASTATE MINUTES	5 500	N/A	N/A	Yes	Yes	Yes	99.90%	4 Hours	Yes	N/A	No	N/A	Yes	Yes	See Notes Field 15X	\$ -	\$ -	Notes in Field 15X
7	10 GALAPAGO - DDOS MITIGATION SERVICES - PROACTIVE	10 GALAPAGO STREET	DENVER	CO	DENIAL OF SERVICE SUPPORT	1	N/A	N/A	Yes	No	No	N/A	N/A	Yes	N/A	No	N/A	Yes	Yes		\$ -	\$ -	
9	SE DISTRICT PARKS	10300 EAST YALE AVENUE	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	1.5 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 215.00	\$ -	\$ -	1.5M Dedicated Internet - via T1
10	NE DISTRICT PARKS	10450 SMITH ROAD	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	1.5 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 215.00	\$ -	\$ -	1.5M Dedicated Internet - via T1
11	PARK RANGERS	1101 LITTLE	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	1.5 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 215.00	\$ -	\$ -	1.5M Dedicated Internet - via T1
12	CASTRO 1A BMS	1200 FEDERAL BOULEVARD	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Broadband	No	Comcast	Yes	Yes	\$ 245.00	\$ -	\$ -	200/20M - Comcast Broadband - Existing network at location - Labeled as Broadband as this may be delivered via copper (coax) or via fiber (shared access)
13	DHS WORK OPTIONS FOR WOMEN	1200 FEDERAL BOULEVARD	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	40 MBPS	Yes	Yes	Yes	99.90%	4 Hours	Yes	Fiber	No	Level 3	Yes	Yes	\$ 535.00	\$ -	\$ -	Quoting 50M - Quoted via Level 3 on-net (lit location)
14	GARFIELD POOL R1810	1295 SOUTH LOWELL BOULEVARD	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No broadband options meet minimum requirement of 100/20M - Allstream will NO BID this product for this location
15	DPAC VENDOR	1323 CHAMPA STREET	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	300 MBPS	Yes	Yes	Yes	99.90%	4 Hours	Yes	Fiber	No	Level 3	Yes	Yes	\$ 1,085.00	\$ -	\$ -	Quoted via Level 3 on-net (lit location)
16	T A BUELL	1323 CHAMPA STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Fiber	No	Level 3	Yes	Yes	\$ 1,085.00	\$ -		10M - Level 3 Fiber - Location is fiber lit, no broadband options available
17	RED ROCKS	16351 COUNTY ROAD 93	MORRISON	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No broadband options meet minimum requirement of 100/20M - Allstream will NO BID this product for this location
18	OVERLAND GOLF	1801 SOUTH HURON STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Broadband	No	Comcast	Yes	Yes	\$ 245.00	\$ -	\$ -	200/20M - Comcast Broadband - Existing network at location - Labeled as Broadband as this may be delivered via copper (coax) or via fiber (shared access)
19	COUNCIL 01	1810 PLATTE STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Broadband	Unknown	CenturyLink	Yes	Yes	\$ 325.00	\$ -	\$ -	80/20M x 2 connections - CenturyLink Broadband - Unknown regarding existing network at location - Labeled as Broadband as this may be delivered via copper (coax) or via fiber (shared access)
20	RED ROCKS GUEST WIFI	18300 WEST ALAMEDA PKWY	MORRISON	CO	INTERNET - DEDICATED	1	DEDICATED	100 MBPS	Yes	Yes	Yes	99.90%	4 Hours	Yes	Fiber	Yes	Level 3	Yes	Yes	\$ 1,330.00	\$ -	Customer responsibility for any build costs required to complete the installation of services	Quoted via Level 3 off-net (last mile CenturyLink), build required
21	RED ROCKS VENDOR	18300 WEST ALAMEDA PKWY	MORRISON	CO	INTERNET - DEDICATED	1	DEDICATED	40 MBPS	Yes	Yes	Yes	99.90%	4 Hours	Yes	Fiber	Yes	Level 3	Yes	Yes	\$ 965.00	\$ -	Customer responsibility for any build costs required to complete the installation of services	Quoting 50M - Quoted via Level 3 off-net (last mile CenturyLink), build required
22	EMILY GRIFFITH - ELECTION BALLOT BOX CAMERA	1860 LINCOLN STREET	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	1000 MBPS	Yes	Yes	Yes	99.90%	4 Hours	Yes	Fiber	Yes	Allstream	Yes	Yes	\$ 485.00	\$ -	Customer responsibility for any build costs required to complete the installation of services	Quoted via Allstream fiber (small build and equipment placement required)
24	201 W COLFAX AVE	201 W COLFAX AVENUE	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	100 MBPS	Yes	Yes	Yes	99.90%	4 Hours	Yes	Fiber	Yes	Level 3	Yes	Yes	\$ 690.00	\$ -	Customer responsibility for any build costs required to complete the installation of services	Quoted via Level 3 off-net (last mile CenturyLink), build required
25	201 W COLFAX AVE - SEATS	201 W COLFAX AVENUE	DENVER	CO	SIP SEATS	17 011	N/A	N/A	Yes	Yes	Yes	99.90%	4 Hours	Yes	N/A	No	N/A	Yes	Yes	\$ 2,551.65	\$ -	\$ -	\$0.15 per DID
26	201 W COLFAX AVE - INTERSTATE CALLS	201 W COLFAX AVENUE	DENVER	CO	INTERSTATE MINUTES	90 000	N/A	N/A	Yes	Yes	Yes	99.90%	4 Hours	Yes	N/A	No	N/A	Yes	Yes	See Notes Field 15X	\$ -	\$ -	Notes in Field 15X
27	201 W COLFAX AVE - INTRALATA CALLS	201 W COLFAX AVENUE	DENVER	CO	INTRALATA MINUTES	17 000	N/A	N/A	Yes	Yes	Yes	99.90%	4 Hours	Yes	N/A	No	N/A	Yes	Yes	See Notes Field 15X	\$ -	\$ -	Notes in Field 15X
28	201 W COLFAX AVE - INTRASTATE CALLS	201 W COLFAX AVENUE	DENVER	CO	INTRASTATE MINUTES	5 000	N/A	N/A	Yes	Yes	Yes	99.90%	4 Hours	Yes	N/A	No	N/A	Yes	Yes	See Notes Field 15X	\$ -	\$ -	Notes in Field 15X
29	DENVER CITY COUNTY GOVT TEST DSL	201 W COLFAX AVENUE	DENVER	CO	INTERNET - DSL	1	DSL	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Broadband	No	Comcast	Yes	Yes	\$ 245.00	\$ -	\$ -	200/20M - Comcast Broadband - Existing network at location - Labeled as Broadband as this may be delivered via copper (coax) or via fiber (shared access)
30	WEBB MUNICIPAL BLDG DATA CENTER	201 W COLFAX AVENUE	DENVER	CO	INTERNET - DSL	1	DSL	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Broadband	No	Comcast	Yes	Yes	\$ 245.00	\$ -	\$ -	200/20M - Comcast Broadband - Existing network at location - Labeled as Broadband as this may be delivered via copper (coax) or via fiber (shared access)
31	CENTRAL DIST PARKS	2601 EAST 9TH AVENUE	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	1.5 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 215.00	\$ -	\$ -	1.5M Dedicated Internet - via T1
32	FEDERAL BLVD COP SHOP	2635 NORTH FEDERAL BOULEVARD	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Broadband	No	Comcast	Yes	Yes	\$ 245.00	\$ -	\$ -	200/20M - Comcast Broadband - Existing network at location - Labeled as Broadband as this may be delivered via copper (coax) or via fiber (shared access)
33	ATHMAR REC CENTER	2680 WEST MEXICO AVENUE	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Broadband	No	Comcast	Yes	Yes	\$ 245.00	\$ -	\$ -	200/20M - Comcast Broadband - Existing network at location - Labeled as Broadband as this may be delivered via copper (coax) or via fiber (shared access)

	CHIEF HOSA GENESEE RANGER STATION	28402 MOSS ROCK ROAD	GOLDEN	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No broadband options meet minimum requirement of 100/20M - Allstream will NO BID this product for this location	
35	EVERGREEN GOLF	29614 UPPER BEAR CREEK ROAD	EVERGREEN	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No broadband options meet minimum requirement of 100/20M - Allstream will NO BID this product for this location	
36	CURTIS PARK POOL R1810	3201 CURTIS STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Broadband	No	Comcast	Yes	Yes	\$ 245.00	\$ -	\$ -	200/20M - Comcast Broadband - Existing network at location - Labeled as Broadband as this may be delivered via copper (coax) or via fiber (shared access)
37	HIAWATHA REC CENTER	3334 HOLLY STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Broadband	No	Comcast	Yes	Yes	\$ 245.00	\$ -	\$ -	200/20M - Comcast Broadband - Existing network at location - Labeled as Broadband as this may be delivered via copper (coax) or via fiber (shared access)
38	COUNCIL 4	3540 SOUTH POPLAR STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Broadband	No	Comcast	Yes	Yes	\$ 245.00	\$ -	\$ -	200/20M - Comcast Broadband - Existing network at location - Labeled as Broadband as this may be delivered via copper (coax) or via fiber (shared access)
39	WELLSHIRE GOLF COURSE	3801 E HAMPDEN AVENUE	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No broadband options meet minimum requirement of 100/20M - Allstream will NO BID this product for this location	
40	DENVER FIRE STATION # 36	4101 SOUTH FEDERAL BOULEVARD	SHERIDAN	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Broadband	No	Comcast	Yes	Yes	\$ 245.00	\$ -	\$ -	200/20M - Comcast Broadband - Existing network at location - Labeled as Broadband as this may be delivered via copper (coax) or via fiber (shared access)
41	MORRISON RD COP SHOP	4200 MORRISON ROAD	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Broadband	No	Comcast	Yes	Yes	\$ 245.00	\$ -	\$ -	200/20M - Comcast Broadband - Existing network at location - Labeled as Broadband as this may be delivered via copper (coax) or via fiber (shared access)
42	GREEN VALLEY RANCH POOL R1810	4415 JEBEL STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Broadband	Unknown	CenturyLink	Yes	Yes	\$ 565.00	\$ -	\$ -	60/5M x 4 connections - CenturyLink Broadband - Unknown regarding existing network at location - Labeled as Broadband as this may be delivered via copper (coax) or via fiber (shared access)
43	COLISEUM VENDOR	4600 HUMBOLDT STREET	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	20 MBPS	Yes	Yes	Yes	99.90%	4 Hours	Yes	Fiber	No	Level 3	Yes	Yes	\$ 535.00	\$ -	\$ -	Quoting 50M - Quoted via Level 3 on-net (lit location)
44	AQUATICS OFFICE AKA BERKLEY BATH HOUSE	4601 WEST 46TH	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	1.5 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 215.00	\$ -	\$ -	1.5M Dedicated Internet - via T1
45	GLOBEVILLE POOL R1810	4700 NORTH LOGAN STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No broadband options meet minimum requirement of 100/20M - Allstream will NO BID this product for this location	
46	GREEN VALLEY RANCH RECREATION CENTER	4890 ARGONNE WAY	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No broadband options meet minimum requirement of 100/20M - Allstream will NO BID this product for this location	
47	GVR GUEST WIFI OFFLOAD	4890 ARGONNE WAY	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No broadband options meet minimum requirement of 100/20M - Allstream will NO BID this product for this location	
48	WEST COLFAX COP SHOP	5094 WEST COLFAX AVENUE	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No broadband options meet minimum requirement of 100/20M - Allstream will NO BID this product for this location	
49	WINDSOR GARDENS BALLOT CAM	595 SOUTH CLINTON STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Broadband	No	Comcast	Yes	Yes	\$ 245.00	\$ -	\$ -	200/20M - Comcast Broadband - Existing network at location - Labeled as Broadband as this may be delivered via copper (coax) or via fiber (shared access)
50	WASHINGTON PARK REC	701 SOUTH FRANKLIN STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No broadband options meet minimum requirement of 100/20M - Allstream will NO BID this product for this location	
51	4 MILE HOUSE	715 SOUTH FOREST STREET	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	1.5 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 215.00	\$ -	\$ -	1.5M Dedicated Internet - via T1
52	EUGENE FIELD HOUSE	715 SOUTH FRANKLIN STREET	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	1.5 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 215.00	\$ -	\$ -	1.5M Dedicated Internet - via T1
53	MONTCLAIR REC CENTER	729 ULSTER WAY	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Fiber	No	Level 3	Yes	Yes	\$ 330.00	\$ -		10M - Level 3 Fiber - Locatoin is fiber lit, no broadband options available
54	POLICE AIR SUPPORT	7405 SOUTH PEORIA STREET	ENGLEWOOD	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No broadband options meet minimum requirement of 100/20M - Allstream will NO BID this product for this location	
55	CHATFIELD ARBORETUM	8500 WEST DEER CREEK CANYON ROAD	LITTLETON	CO	INTERNET - DEDICATED	1	DEDICATED	1.5 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 215.00	\$ -	\$ -	1.5M Dedicated Internet - via T1
56	CONGRESS PARK POOL R1810	914 ELIZABETH STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No broadband options meet minimum requirement of 100/20M - Allstream will NO BID this product for this location	
57	CENTRAL PARK MAINT	9140 EAST 33RD AVENUE	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	1.5 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 215.00	\$ -	\$ -	1.5M Dedicated Internet - via T1
58	COMBINED COMMUNICATIONS FOR EEB	950 JOSEPHINE STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Broadband	No	Comcast	Yes	Yes	\$ 245.00	\$ -	\$ -	200/20M - Comcast Broadband - Existing network at location - Labeled as Broadband as this may be delivered via copper (coax) or via fiber (shared access)
59	CENTRAL PARK REC POOL	9651 EAST MARTIN LUTHER KING BOULEVARD	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	Yes	Broadband	No	Comcast	Yes	Yes	\$ 245.00	\$ -	\$ -	200/20M - Comcast Broadband - Existing network at location - Labeled as Broadband as this may be delivered via copper (coax) or via fiber (shared access)
60	WESTWOOD CHILD CARE CENTER - HVAC CONNECTION	980 SOUTH LOWELL BOULEVARD	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	10 MBPS	Yes	Yes	Yes	99.90%	4 Hours	Yes	Fiber	Yes	Level 3	Yes	Yes	\$ 530.00	\$ -	Customer responsibility for any build costs required to complete the installation of services	Quoted via Level 3 off-net
62	DENVER INTERNATIONAL AIRPORT (DEN)	8500 PENA BOULEVARD	DENVER	CO	INTERNET - DSL	8	DSL/CABLE	100/20 MBPS	Yes	Yes	Yes	99.90%	4 Hours	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No broadband options meet minimum requirement of 100/20M - Allstream will NO BID this product for this location	

Exhibit C - Group 2 - INTERNET

	Monthly Recurring Costs	Installation Costs	Notes
Directory Listing White Pages - Initial Listing	\$ -	\$ -	Each location includes 1 Initial Listing
Directory Listing Additional White Page	\$ 6.00	\$ 6.00	If required, costs are per listing
Directory Listing Non-Listed	\$ 3.50	\$ 3.50	If required, costs are per listing
Directory Listing Non-Published	\$ 3.50	\$ 3.50	If required, costs are per listing
Call Blocking - 900/976 Service	\$ -	\$ -	If required
Call Blocking - Directory Assistance	\$ -	\$ -	If required
Call Blocking - Deny All Toll	\$ -	\$ -	If required
Call Blocking - 0+	\$ -	\$ -	If required
Call Blocking - 1+	\$ -	\$ -	If required
Call Blocking - 1+ - allows 800	\$ -	\$ -	If required
Call Blocking - 800	\$ -	\$ -	If required
Call Blocking - Carrier Code	\$ -	\$ -	If required
Call Blocking - NPA/NXX	\$ -	\$ -	If required
Account Codes	\$ 12.50	\$ 12.00	If required, costs are for up to 20 codes
Additional Auth Codes (pkg of 15)	\$ 5.00	\$ -	If required, costs are per each additiuonal package of 15 codes
International Long Distance per minute	Varies	\$ -	If international long distance is required, the charges vary by terminating type and country and can be provided upon request

Network Access Assessment (surcharge) Approximately 12.45% for all services provided

All Outbound Long Distance calls billed in 30 second initial increment and 6 second additional increment

Directory Assistance = \$2.50 per call
Operator Services = \$3.95 per call + 1.15 per min usage where applicable
Allstream does not support incoming collect calls, 3rd party billed calls, or interrupt services

Quote does NOT include any PS/ALI
10M - Level 3 Fiber - Locatoin is fiber lit, no broadband options available

Exhibit C - Group 4 - PRI Voice

Site Names & Addresses					Circuit Requirements & Availability																		
Site	Site Name	Street Address	City	State	Service Type Required (Centrex, PRI)	Number of Lines Required	DID Requirements (Units)	Managed Services Required (Yes/No)	Router or Term Device Required (Yes/No)	SRST Required (Yes/No)	Site Availability Requirement	MTTR Requirement	Number of SIP Channels Required	Availability (Yes/No)	Medium (Fiber/Copper)	Construction Required (Yes/No)	Local Access Provider	Support 24/7 (Yes/No)	Management Portal Availability (Yes/No)	Proposed Monthly Recurring Costs	One-Time Installation Costs	Other Costs (Construction, Equipment)	Notes
1	10 GALAPAGO	10 GALAPAGO STREET	DENVER	CO	PRI	4	60	No	No	Yes	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 976.90	\$ -	\$ -	SIP PRI Channels over EoTDM access (6M), and includes 96 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number (per channel), Outbound Long Distance at \$0.015 per minute and Network Notification Service (Proactive Notification and Trouble Ticket)
2	DENVER ART MUSEUM	100 WEST 14TH AVENUE PKWY	DENVER	CO	PRI	1		No	No	No	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 245.65	\$ -	\$ -	SIP PRI Channels over EoTDM access (1.5M), and includes 24 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number (per channel), Outbound Long Distance at \$0.015 per minute and Network Notification Service (Proactive Notification and Trouble Ticket) *Includes minimum 1 DID Number as
3	DENVER POST BUILDING	101 WEST COLFAX AVENUE	DENVER	CO	PRI	1		No	No	No	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 245.65	\$ -	\$ -	SIP PRI Channels over EoTDM access (1.5M), and includes 24 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number (per channel), Outbound Long Distance at \$0.015 per minute and Network Notification Service (Proactive Notification and Trouble Ticket) *Includes minimum 1 DID Number as
4	COUNTY JAIL	10500 SMITH ROAD	DENVER	CO	PRI	1		No	No	No	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 245.65	\$ -	\$ -	SIP PRI Channels over EoTDM access (1.5M), and includes 24 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number and Caller ID Name/Number (per channel) and Network Notification Service (Proactive Notification and Trouble Ticket) *Includes minimum 1 DID Number as required
5	DENVER ART MUSEUM - ADMIN BUILDING	1226 BANNOCK STREET	DENVER	CO	PRI	1		No	No	No	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 245.65	\$ -	\$ -	SIP PRI Channels over EoTDM access (1.5M), and includes 24 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number (per channel), Outbound Long Distance at \$0.015 per minute and Network Notification Service (Proactive Notification and Trouble Ticket) *Includes minimum 1 DID Number as
6	POLICE ADMIN BUILDING	1331 CHEROKEE STREET	DENVER	CO	PRI	1		No	No	No	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 245.65	\$ -	\$ -	SIP PRI Channels over EoTDM access (1.5M), and includes 24 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number (per channel), Outbound Long Distance at \$0.015 per minute and Network Notification Service (Proactive Notification and Trouble Ticket) *Includes minimum 1 DID Number as
7	CITY AND COUNTY BUILDING	1437 BANNOCK STREET	DENVER	CO	PRI	1		No	No	No	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 245.65	\$ -	\$ -	SIP PRI Channels over EoTDM access (1.5M), and includes 24 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number (per channel), Outbound Long Distance at \$0.015 per minute and Network Notification Service (Proactive Notification and Trouble Ticket) *Includes minimum 1 DID Number as
8	ELECTIONS	200 WEST 14TH AVENUE	DENVER	CO	PRI	1		No	No	No	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 245.65	\$ -	\$ -	SIP PRI Channels over EoTDM access (1.5M), and includes 24 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number and Caller ID Name/Number (per channel) and Network Notification Service (Proactive Notification and Trouble Ticket) *Includes minimum 1 DID Number as required
9	CCOB	201 WEST COLFAX AVENUE	DENVER	CO	PRI	2		No	No	Yes	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 245.65	\$ -	\$ -	SIP PRI Channels over EoTDM access (1.5M), and includes 24 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number (per channel), Outbound Long Distance at \$0.015 per minute and Network Notification Service (Proactive Notification and Trouble Ticket) *Includes minimum 1 DID Number as
10	DENVER ZOO	2300 STEELE STREET	DENVER	CO	PRI	1		No	No	No	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 245.65	\$ -	\$ -	SIP PRI Channels over EoTDM access (1.5M), and includes 24 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number (per channel), Outbound Long Distance at \$0.015 per minute and Network Notification Service (Proactive Notification and Trouble Ticket) *Includes minimum 1 DID Number as
11	303 W COLFAX	303 WEST COLFAX	DENVER	CO	PRI	1		No	No	No	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 245.65	\$ -	\$ -	SIP PRI Channels over EoTDM access (1.5M), and includes 24 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number and Caller ID Name/Number (per channel) and Network Notification Service (Proactive Notification and Trouble Ticket) *Includes minimum 1 DID Number as required
12	DHS EASTSIDE	3815 STEELE STREET	DENVER	CO	PRI	1		No	No	No	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 245.65	\$ -	\$ -	SIP PRI Channels over EoTDM access (1.5M), and includes 24 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number (per channel), Outbound Long Distance at \$0.015 per minute and Network Notification Service (Proactive Notification and Trouble Ticket) *Includes minimum 1 DID Number as
13	MONTBELLO OFFICE	4685 PEORIA STREET	DENVER	CO	PRI	1		No	No	No	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 245.65	\$ -	\$ -	SIP PRI Channels over EoTDM access (1.5M), and includes 24 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number (per channel), Outbound Long Distance at \$0.015 per minute and Network Notification Service (Proactive Notification and Trouble Ticket) *Includes minimum 1 DID Number as
14	JUSTICE CENTER DETENTION FACILITY	490 WEST COLFAX AVENUE	DENVER	CO	PRI	1		No	No	No	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 245.65	\$ -	\$ -	SIP PRI Channels over EoTDM access (1.5M), and includes 24 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number (per channel), Outbound Long Distance at \$0.015 per minute and Network Notification Service (Proactive Notification and Trouble Ticket) *Includes minimum 1 DID Number as
15	LINDSEY FLANIGAN COURT HOUSE	520 WEST COLFAX AVENUE	DENVER	CO	PRI	1		No	No	No	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 245.65	\$ -	\$ -	SIP PRI Channels over EoTDM access (1.5M), and includes 24 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number (per channel), Outbound Long Distance at \$0.015 per minute and Network Notification Service (Proactive Notification and Trouble Ticket) *Includes minimum 1 DID Number as
16	ROSLYN PUBLIC WORKS CAMPUS/FLEET MAINTENANCE	5440 ROSLYN STREET	DENVER	CO	PRI	1		No	No	No	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 245.65	\$ -	\$ -	SIP PRI Channels over EoTDM access (1.5M), and includes 24 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number (per channel), Outbound Long Distance at \$0.015 per minute and Network Notification Service (Proactive Notification and Trouble Ticket) *Includes minimum 1 DID Number as

17	FIRE STATION 1	745 WEST COLFAX AVENUE	DENVER	CO	PRI	1		No	No	No	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 245.65	\$ -	\$ -	SIP PRI Channels over EoTDM access (1.5M), and includes 24 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number (per channel), Outbound Long Distance at \$0.015 per minute and Network Notification Service (Proactive Notification and Trouble Ticket) *Includes minimum 1 DID Number as
18	BOTANIC GARDENS	909 YORK STREET	DENVER	CO	PRI	1		No	No	No	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 245.65	\$ -	\$ -	SIP PRI Channels over EoTDM access (1.5M), and includes 24 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number (per channel), Outbound Long Distance at \$0.015 per minute and Network Notification Service (Proactive Notification and Trouble Ticket) *Includes minimum 1 DID Number as
19	MUSEUM OF NATURE SCIENCE	2001 COLORADO BOULEVARD	DENVER	CO	PRI	6	172	No	No	No	99.90%	4 Hours	N/A	Yes	Copper	No	CenturyLink	Yes	Yes	\$ 1,469.80	\$ -	\$ -	SIP PRI Channels over EoTDM access (9M), and includes 144 SIP PRI Channels, IAD (equipment to support SIP Services), DID Station Number(s), Caller ID Name/Number (per channel), Outbound Long Distance at \$0.015 per minute and Network Notification Service (Proactive Notification and Trouble Ticket)

Exhibit C - Group 4 - PRI Voice**Cost Table for additional features not included in monthly costs, and for non-recurring charges**

	Proposed Monthly Recurring Costs	One-Time Installation Costs	Notes
Directory Listing White Pages - Initial Listing	\$ -	\$ -	Each location includes 1 Initial Listing
Directory Listing Additional White Page	\$ 6.00	\$ 6.00	If required, costs are per listing
Directory Listing Non-Listed	\$ 3.50	\$ 3.50	If required, costs are per listing
Directory Listing Non-Published	\$ 3.50	\$ 3.50	If required, costs are per listing
Call Blocking - 900/976 Service	\$ -	\$ -	If required
Call Blocking - Directory Assistance	\$ -	\$ -	If required
Call Blocking - Deny All Toll	\$ -	\$ -	If required
Call Blocking - 0+	\$ -	\$ -	If required
Call Blocking - 1+	\$ -	\$ -	If required
Call Blocking - 1+ - allows 800	\$ -	\$ -	If required
Call Blocking - 800	\$ -	\$ -	If required
Call Blocking - Carrier Code	\$ -	\$ -	If required
Call Blocking - NPA/NXX	\$ -	\$ -	If required
Account Codes	\$ 12.50	\$ 12.00	If required, costs are for up to 20 codes
Additional Auth Codes (pkg of 15)	\$ 5.00	\$ -	If required, costs are per each additiuonal package of 15 codes
International Long Distance per minute	Varies	\$ -	If international long distance is required, the charges vary by terminating type and country and can be provided upon request

Network Access Assessment (surcharge)

Approximately 12.45% for all services provided

All Outbound Long Distance calls billed in 30 second initial increment and 6 second additional increment

*Directory Assistance = \$2.50 per call
Operator Services = \$3.95 per call + 1.15 per min usage where applicable
Allstream does not support incoming collect calls, 3rd party billed calls, or interrupt services*

Quote does NOT include any PS/ALI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2022

6/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Great Northern Insurance Company</td> <td style="text-align: center;">20303</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER C : Sentry Casualty Company</td> <td style="text-align: center;">28460</td> </tr> <tr> <td>INSURER D : Beazley Insurance Company, Inc.</td> <td style="text-align: center;">37540</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great Northern Insurance Company	20303	INSURER B : Federal Insurance Company	20281	INSURER C : Sentry Casualty Company	28460	INSURER D : Beazley Insurance Company, Inc.	37540	INSURER E :		INSURER F :	
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INSURED 1510089 Zayo Group, LLC 1805 29th Street, Suite 2050 Boulder, CO 80301															

COVERAGES**CERTIFICATE NUMBER:** 18587983**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	3604-53-52 DTO	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7359-90-85 SIR: \$5,000	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Ded \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	7989-77-47	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N	90-20463-01 (AOS) 90-20463-02 (AZ, WA, WI, WY)	1/1/2022 1/1/2022	8/1/2022 8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	E&O	N	N	V192F3210701	8/1/2021	8/1/2022	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract #: TECHS-202158411. The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects General Liability if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

18587983 City and County of Denver Department of Technology Services 201 W. Colfax Ave. Dept. 301 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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