

HCS INFORMATION AND PRODUCT DESCRIPTION

Hosted Collaboration Solution Service

HCS bundles internet protocol ("IP") telephony, unified messaging, collaboration tools, end points with mobile integration and Zayo SIP Trunking connectivity into easy-to-understand, price-per-seat packages. HCS applications fall into the following major categories:

- (a) IP communications: IP PBX call control functionality for voice over IP ("VoIP") and video telephony;
- (b) Voice and integrated messaging: Voicemail and integrated messaging;
- (c) Presence and instant messaging: Enterprise-level presence and instant messaging;
- (d) Mobility and client desktop applications: Mobility capabilities and mobile applications; and
- (e) Contact centre and interactive Voice response ("IVR"): IP-based contact centre and IVR.

HCS includes Zayo SIP Trunking for public switched telephone network ("PSTN") connectivity via an IP connection from the HCS applications hosted in the Zayo HCS data centre to the Zayo VoIP network.

The Service runs over Zayo's business IP multi-protocol label switching ("MPLS") network. The Customer is required to subscribe to Zayo's ethernet to business IP ("EBIP") service to connect from the Customer's local area network ("LAN") to the hosted applications. If Customer does not have an existing EBIP service that can support the Service, Customer must sign a separate Service Schedule for the EBIP service simultaneously with this Service Schedule.

Managed UC Service

If the Customer chooses to purchase Managed UC Services from Zayo as part of the HCS solution, the following terms and conditions will be applicable.

- (a) Unified Communications ("UC") solutions leverage IP-based technology to integrate voice, data and video applications onto a single network platform. Customer may purchase "Monitored UC," "Managed UC," "Block of Hours" or "UC Network Assessment" Services for its managed UC service components. "Managed UC Service Components" means Customer's IP network components and UC applications supported by the Services hereunder, including (but not limited to): IP endpoints, IP telephony and UC application servers, routers, switches, voice gateways, wireless LAN controllers and access points. A detailed description of the Service option purchased by Customer is provided in the applicable SOW
- (b) Customer's private branch exchange ("PBX"), voice, video, data and wireless network infrastructure ("Infrastructure") must be properly installed, have proper maintenance from the vendor and be at not less than N-2 release for inclusion in the Managed UC Service Components. Zayo shall provide pricing, where applicable, for all labour, parts and equipment modifications Zayo deems necessary in order to fix or upgrade the Infrastructure to meet the requirements above.
- (c) Customer must obtain maintenance coverage (e.g. Cisco Smart Net Total Care for a Cisco UC solution) on the PBX and Infrastructure devices included in the Managed UC Service Components and is solely responsible for all charges incurred and terms and conditions associated therewith.
- (d) Customer must provide Zayo with Simple Network Management Protocol ("SNMP") read-only community strings and users for the Managed UC Service Components and proactively notify Zayo of any change to such SNMP read-only settings.

Equipment Sales

If the Customer chooses to purchase Equipment from Zayo as part of the HCS solution, the following terms and conditions will be applicable.

(a) **Installation Service.** Zayo will provide installation Services in the event the "Installation of UC Equipment is included in the HCS solution" checkbox is selected on the first page of the HCS Service Schedule. Zayo will provide the installation Services in a professional and

workmanlike manner, consistent with industry standards applicable to such Services and in accordance with Schedule "A" (or any other attachment appended hereto, including a Schedule or Statement of Work).

(b) **Zayo Maintenance Service.** Zayo will provide the maintenance Services described below in accordance with the checkbox(es) selected in the "Product Warranty" section on the Service Order. Notwithstanding anything else contained in the HCS Service Schedule, Zayo will pass through to Customer the benefit of any applicable OEM's warranties.

(i) Zayo warranty labour included: Zayo shall provide all labour Zayo deems necessary to maintain the Equipment in good operating condition for six (6) months ("Warranty Period") following the Cutover Date. "Cutover Date" means the date on which the Equipment is connected to telephone carrier lines and becomes operational. For clarity, in the event warranty labour is not included, Customer shall, at its own cost and expense, keep the Equipment in good repair, condition and working order and furnish all parts and servicing following the Cutover Date.

(ii) Zayo extended warranty included: Following the expiry of the Warranty Period and during the extended warranty period set out above ("Extended Warranty Period"), Zayo shall, at its cost and expense, keep the Equipment in good repair, condition and working order and furnish all parts and servicing required thereof ("Zayo extended warranty"). For clarity, in the event Customer has not purchased an extended warranty, following the expiry of the Warranty Period, Customer shall, at its own cost and expense, keep the Equipment in good repair, condition and working order and furnish all parts and servicing required thereof. Customer shall pay Zayo the extended warranty fee set out in the HCS Service Schedule prior to the first day of the Extended Warranty Period and any renewal of the Extended Warranty Period thereafter. The Extended Warranty Period shall continue in effect unless or until either Zayo or the Customer gives to the other party written notice of termination of the Extended Warranty Period at least ninety (90) days prior to the end of the then current Extended Warranty Period. Termination by the Customer of the Extended Warranty Period will not result in a credit or return of any prepaid amounts. "Special Products" mean any equipment (including such equipment's hardware, firmware and media) that is not considered part of the Equipment and is specifically described as a "Special Product" in any attachment to the HCS Service Schedule. Zayo will provide labour to maintain any Special Products at the Customer's cost and expense.

In performing its Service obligations hereunder, Zayo shall, subject to compliance by Customer of its obligations hereunder, keep the Equipment functioning in accordance with the general operating specifications and standards of the OEM thereof and shall respond to requests for servicing by Customer during Zayo's usual business hours (Monday to Friday, excluding statutory holidays) within a reasonable response period. A reasonable response period shall be based and determined on such factors as location of Customer, climactic and traffic conditions and the availability of parts and manpower. Critical maintenance Service (meaning Service required where the Equipment causes a total failure of the telephone or voice processing system) shall be responded to by Zayo on a 24 hour, 7 day basis. Customer will be invoiced and pay for unusual and frequent Service calls, repair and maintenance necessitated by: Customer's negligence, non-compliance with OEM's recommendation or Customer's obligations hereunder, improper use and operation of the Equipment, incompetent and unqualified operators of the Equipment, use of defective supplies or supplies not acceptable for use with the Equipment. In the performance of its obligation to Service the Equipment, Zayo shall have the right to substitute an item of the Equipment with another item of equipment of the same make and model and in comparable condition with the item being substituted, and Customer shall execute such acknowledgment of such substitution as Zayo may reasonably require. Customer agrees that Zayo and/or its authorized agents shall have access to Customer's premises to Service the Equipment.

(iii) In the event the Services include "Cisco Smart Net Total Care" maintenance Services ("Smart Net Total Care Services"), Customer acknowledges and agrees that such Smart Net Total Care Services will be provided by Cisco Systems Canada Co. ("Cisco") in accordance with the terms and conditions of the Cisco maintenance agreement for Smart Net Total Care Services ("Smart Net Total Care Agreement"), a current copy of the Smart Net Total Care Agreement is available at www.cisco.com.

Notwithstanding anything to the contrary contained herein, unless Customer is in default of its payment obligations for the Service, Zayo represents and warrants (and it is a condition of the HCS Service Schedule) that the Smart Net Total Care Services will be provided on the basis of the limited warranties contained in the Smart Net Total Care Agreement. Such warranties shall constitute Customer's sole and exclusive remedy in the event of any loss arising out of the negligent provision of the Smart Net Total Care Services by Cisco.

(c) **Software License.** Software is licensed on an "as is" basis. Customer's right to use any software programs included with the Equipment shall be subject to the license terms and conditions specified by the suppliers of such software programs. If required by such suppliers, Customer shall sign software license agreements with such suppliers in the form they require.

(d) **Equipment Location and Installation Service.** Customer shall cooperate with Zayo to enable it to provide the Services and maintain the Equipment. This includes among other things, providing proper installation and operating conditions for the Equipment (including but not limited to a safe access and workspace, adequate space and electric power feed) at the Equipment location pursuant to Zayo's specifications

and in accordance with applicable workplace safety legislation.

The Purchase Price and Extended Warranty fee are based on information provided by Customer. Customer shall pay, in addition to Purchase Price, the cost of hosting, electric feed wiring, fire retardant cable and conduit, explosion proof speakers, building alterations, climate modification and other equipment or labour necessitated by the Customer's need

Customer Responsibilities

(a) Customer must cooperate with Zayo to create and develop a SOW which defines responsibilities that may include, but are not limited to: (i) MPLS (Business IP or third party provided) requirements; (ii) IP telephony / VoIP LAN/ wide area network ("WAN") readiness requirements; and (iii) Device and soft client requirements.

(b) 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 Zayo. If on-site support is performed or facilitated by Zayo, Zayo will provide or facilitate such support at technical support labour rates (as specified herein). Examples of customer equipment that is connected to the Service, but not provided by Zayo, include (but are not limited to), phones and LAN/WAN connections.

(c) Customer must have purchased Business IP with enough bandwidth to accommodate Customer's aggregated voice traffic in addition to its data traffic.

(d) Customer must provide a single point of contact ("SPOC") to be the primary liaison with Zayo. The SPOC should have the authority to resolve issues and to provide timely decisions and direction to Zayo in respect of the Services.

(e) While Customer may continue to use its current WAN network while using HCS, the Service requires Customer to implement at least one Zayo EBIP circuit that will serve as Customer's access point to the Service.

(f) While in certain circumstances, Customer may elect to use internet connectivity while using HCS, the Service requires Customer to implement at least one Zayo EBIP circuit that will serve as Customer's access point to the Service. Customer acknowledges and agrees that Zayo is not responsible for the failure or non-performance of the Service caused by interconnections to, from or within public internet networks (from Zayo and/or third party providers). For greater clarity, Customer will not hold Zayo responsible for the quality of the Service at Customer sites using the public internet for transport.

(g) Customer must participate in Zayo's change management process to inform Zayo of equipment moves, major logical changes in addressing, or other technical environment parameters that impact Zayo's Service capability.

(h) Customer must direct all support calls to Customer's internal helpdesk or designated IT or telecom staff member(s) for triage. Zayo may refuse support calls from persons other than Customer's designated personnel.

(i) Customer is responsible for providing access for Customer's remote users (i.e., small retail sites, road warriors, work at home employees, etc.) with various broadband methods such as cable, DSL, wireless data options to access Customer's virtual private network to allow such remote users to use the Service

(j) Customer shall provide and maintain proper operating conditions for equipment and software required to provide the Services ("Service Facilities") (including, but not limited to, an adequate equipment room and electrical power feed) in accordance with Zayo's specifications.

(k) Customer shall provide (at no charge to Zayo) full and free access to the Service Facilities, working space in accordance with Zayo's site specifications near the Service Facilities as reasonably required by Zayo, and use of any machines, attachments, features, or other materials.

(l) Customer shall ensure that Customer's employees, agents or representatives using the Service Facilities are trained in the proper use of the Service Facilities.

(m) Customer must take all reasonable measures to protect any hardware or software belonging to Zayo (including, but not limited to, the IP Phones, desktop clients, mobile clients, or routers) deployed to deliver the Service. Upon termination of the Service, all hardware belonging to Zayo must be returned to Zayo in good condition, except for reasonable wear and tear, and all software belonging to Zayo must be removed from all Customer-owned systems and Devices.

(n) Customer must not: (i) alter, modify, adapt, create derivative works, translate, deface, decompile, disassemble, reproduce, or reverse engineer all or any portion of the Services; or (ii) permit, authorise, or acquiesce in, any other person engaging in these activities, or attempting to do so; or (iii) use the Services or any information contained therein for the purposes of developing, or having developed any products or services competitive with the Services.

(o) Customer shall comply with all applicable laws, orders, codes, and regulations of any applicable jurisdiction applicable to the use of the Services.

Zayo Responsibilities

(a) Zayo will provide 24x7x365 proactive monitoring of the Service and notify Customer of potentially Service quality-affecting incidents. Equipment not part of the core Service (for example but not limited to phones, Voice Gateways, LAN, wireless equipment, SRST survivable gateways) will not be monitored or managed unless Managed UC is purchased to explicitly cover them.

(b) Zayo will provide support according to the following:

- (i) Service Desk and Tier 1 Support are reachable via: Zayo Support Access Portal ("ASAP") at www.allstream.com/asap, by e-mail at uc.service@allstream.com, or by calling 1-866-282-0111 Option #6. Zayo will take support calls from Customer's designated personnel and will perform preliminary triage;
 - (ii) Troubleshoot, diagnose and resolve reported and detected incidents;
 - (iii) Assign a ticket number to track all incidents;
 - (iv) Provide Customer with timely updates on incident progress;
 - (v) Provide incident follow-through to ultimate and timely resolution, ticket documentation and closure;
 - (vi) Invoke escalation and internal alert process where appropriate and
 - (vii) Escalate unresolved technical issues with equipment vendor support.
- (c) Zayo will provide the Service selected under "Service Detail" according to the SoW for that Service. Zayo will store configuration files and inventory listings on ASAP at www.allstream.com/asap.
- (d) For Managed UC, Software MACDs are changes to Service configuration that require no on-site visit, physical modification, or network downtime and are included in the monthly Charges up to a maximum of "N" software MACDs per month (in accordance with the applicable Managed UC SOW). Unused MACDs in any given month may not be carried over into any subsequent month. Any software MACDs over N MACDs per month are provided at an additional cost (as specified herein) on a per-occurrence basis. Zayo will complete software MACDs by the close of the next business day (Zayo's local time).
- (e) For HCS, Zayo will provide optional customer support services for moves, adds, changes and deletions ("MACDs"). Software MACDs are changes to Service configuration that require no on-site visit, physical modification, or network downtime. Software MACDs are provided at an additional cost (as specified herein) on a per-occurrence basis. Zayo will complete software MACDs according to the Configuration Management Performance Objectives below. The objectives apply to remote administration and do not assume the use of Zayo personnel for on-site changes.
- (i) Bulk user / Device addition / change / deletion. Assignment of Devices to specific profiles, mass changes or deletions will be performed at a rate of 500 requests per week and require 5 business days to complete. Zayo will provide a bulk user template to record requested additions.
 - (ii) Normal user / Device addition / change / deletion. Up to 50 users / devices per day per request will be added / changed / deleted upon customer call. Requires 1 business day to complete.
 - (iii) Policy addition / modification / deletion. Up to 5 policies added, modified or deleted per day with changes processed in 1 business day.
 - (iv) Back-up and restoral. Zayo will remotely store and maintain the last-known-good configuration data for Service Components for restoral purposes. Zayo will work with the Customer to provide back-up procedures so that these configurations are available for recovery. Back-up will be performed on a routine basis and upon the execution of changes.
- (f) Hardware MACDs are changes performed by a technician dispatched for an on-site visit for an existing provisioned element within a managed site. Hardware MACDs do not include procurement of any new hardware, engineering, test or turn-up. Hardware MACDs are provided at an additional cost on a per occurrence basis (as specified herein). For hardware MACDs, the performance objective for completion is 5 business days.
- (g) Zayo will schedule maintenance for hardware and software upgrades and network optimization. Zayo will perform scheduled maintenance at times that are anticipated to minimize disruption of the Service and Customer's business activity. Zayo will give Customer fifteen (15) days' notice of such scheduled or extended maintenance. Zayo reserves the right to perform maintenance at any time in order to ensure proper functionality and performance of Zayo-owned equipment.