- (a) <u>Customer Security Deposit Procedures and Requirements:</u>
 - 1. If requested by Allstream, Customer shall complete a credit application.
 - 2. Allstream may from time to time conduct a review of Customer's credit rating and payment history.
 - 3. Allstream may require Customer to pay a deposit before acceptance of the MSA or a Service Order.
 - 4. Additionally, for any existing Services, Allstream may require Customers to:
 - i. pay a deposit or
 - ii. pay an increase in the existing deposit, upon the failure of Customer to submit payment of any amount by the due date as a condition to the continued provision of such existing Services. Allstream shall refund any amount of deposit paid pursuant to this Section, less any amount for payments that Customer still owes to Allstream, when Allstream determines in good faith, based on Customer's credit rating and payment history, that such deposit is no longer necessary to ensure payment, but in no event later than after the termination of all Services and termination of the Agreement.
- (b) <u>Customer Complaint Handling and Dispute Resolution Procedures:</u>
 - 1. Customer complaints are handled by Allstream's Customer Support Team. Their services can be reached at 1-888-288-2273; support@allstream.com.
 - 2. To the extent allowed by law, Allstream and its Suppliers shall enjoy any statutory protections granted to utility providers (as applicable), and shall not be liable for injury to or death of any person or for damage to or loss of any property arising out of or attributable to their operations and performance under an Agreement. The total liability of Allstream or its Suppliers for any and all causes and claims, whether based in contract, warranty, negligence or otherwise, and including but not limited to the performance of the Services, shall be limited to the lesser of:
 - i. the actual direct damages sustained by Customer; or
 - ii. an amount equivalent to the total monthly recurring charges ("MRC") received by Allstream from Customer over the preceding three (3) months for the Service affected. Excluding payments due under any Service Order that have not been paid, no cause of action under any theory which accrued more than one (1) year prior to the filing of a complaint alleging such cause of action may be asserted by either Party against the other Party or its Suppliers.
 - 3. To the extent that Customer disputes any portion of an invoice in good faith, Customer shall notify Allstream in writing and provide detailed documentation supporting its dispute within ninety (90) days of the invoice date or the Customer's right to any billing adjustment shall be waived. Customer is responsible for all Service charges, even if incurred as the result of unauthorized use, fraud, abuse or misuse of the Services, whether known or unknown, to Customer.
 - i. In the event of a billing dispute, Customer shall timely pay all undisputed amounts. If the dispute is resolved against Customer, Customer shall pay such amounts due plus interest from the original Due Date. Customer may not offset

disputed amounts from one invoice against payments due on the same or another account.

- (c) <u>Customer Termination Procedures:</u>
 - 1. Upon the natural expiration or termination of an Agreement, the Customer shall provide Allstream with access to the Customer-provided facilities to enable the removal of Allstream's Facilities (if applicable).
 - 2. In the event of an Allstream Default that has not been cured, Customer may terminate the Services and the Agreement upon written notice to Allstream. Any termination shall not relieve Customer of its obligations to pay all charges incurred under the Agreement prior to such termination.
 - 3. Except for payment obligations, neither Allstream, nor the Customer shall be liable for any failure of performance due to causes beyond their reasonable control. The Party claiming relief shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event.
 - 4. Unless otherwise specified in the Service Order, if the Customer terminates a Service Order or Service without cause, or if Allstream terminates a Service Order or Service with cause after the Service Activation Date but prior to the expiry of the Service Term, the Customer shall pay Allstream an amount equal to the MRC for the terminated Service(s) for the balance of the Service Term, plus any additional Charges incurred by Allstream including activation, installation costs, special construction costs and all other costs and fees. Actual damages likely to result from an early termination are difficult to estimate on the Effective Date. If the Customer cancels a Service or Service Order before the Service Activation Date, the Customer will pay a cancellation fee equal to the aggregate of one month of MRC, any installation costs, special construction costs and any other costs incurred by Allstream, whether previously waived or not, and any third party charges incurred by Allstream with respect to such cancelled Services.
- (d) Customer Rights and Responsibilities:
 - 1. Customer is solely responsible for the accuracy of all Service Orders and other information that it provides to Allstream. Each Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of the Agreement and shall clearly set forth the term, pricing, service type and location(s), monthly recurring charges ("MRC"), non-recurring charge ("NRC"), and any additional specific terms for the Services. Any purchase order submitted by the Customer to Allstream shall be used only for invoice processing and order purposes. All Service Orders shall be subject to availability and acceptance by Allstream. A Service Order will be deemed to have been accepted by Allstream once the Service has been delivered to the Customer.
 - 2. The Customer shall pay all MRC in advance and all other Charges monthly in arrears. All Charges shall be payable thirty (30) days from the invoice date ("Due Date") and shall be exclusive of any applicable taxes. "Charges" means the fees, rates and charges for the Services, as set out in the applicable Service Order or as otherwise invoiced by Allstream pursuant to the Agreement. Unless otherwise agreed to by the Parties in writing, Charges for each Service Order shall begin to accrue upon the date the Service is provisioned by Allstream. Charges for the Services are subject to change at any time if third party charges in connection with a Service are increased or newly charged to Allstream. Such third Party charges may include, but are not limited to, Charges for

Services, changes, connections, disconnections or terminations of a Service or any component of a Service, including individual circuits, lines or features.

- 3. All Charges for the Services are exclusive of any taxes and other fees and surcharges. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("Taxes").
- 4. Allstream: (a) is the owner of all right, title and interest in all Facilities supplied, built or otherwise provided by Allstream, whether or not the Customer has paid any costs towards the purchase and supply of such Facilities; or (b) has obtained the right to make the Facilities available for use by the Customer from a third party. The Customer shall have no rights in the Facilities and shall not create or permit any liens or encumbrances on the Allstream Facilities. "Facilities" means any network facilities, fibre, conduit, equipment, hardware or software provided in connection with Allstream's delivery of the Services or the Customer's use of the Services.
- 5. The Customer shall not make any change or repair to Facilities, connect any Customerprovided facilities or equipment to the Facilities, or allow access to the Facilities without Allstream's prior written consent. Similarly, the Customer shall be responsible for the security of and any loss or damage to the Facilities located on the Customer's premises.
- 6. Allstream may access and make any routine or unscheduled maintenance, inspections, tests, repairs and adjustments ("Maintenance Activities") it deems reasonably necessary upon reasonable notice of any such Maintenance Activities that may impact Service, except in cases of emergency (in which case, Allstream will notify the Customer as soon as reasonably possible thereafter). Allstream shall not be liable for any resulting Service problem in the event that the Customer does not provide such timely access. Customer will bear the costs of any additional apparatus reasonably required to be installed because of the use of Allstream's Facilities.
- 7. Allstream will maintain Allstream's Facilities at no additional charge to Customer, except where work or service calls result from failure or malfunction in, or improper operation of, Customer's facilities and/or equipment. In such event, Customer will reimburse Allstream for the cost of the required maintenance at Allstream's standard time and material rate plus any taxes imposed upon Company related to such maintenance, and Customer shall be responsible for the cost of repair or replacement of Allstream equipment that is damaged by Customer's actions or equipment.
- 8. Allstream shall not be liable for any damage, loss or destruction to any Customer provided equipment or network, unless caused by the gross negligence or willful misconduct of Allstream.
- 9. As previously stated in the "Customer Termination Procedures" section above, upon the expiration or termination of this Agreement, the Customer shall provide Allstream with access to the Customer-provided facilities to enable the removal of Allstream's Facilities (if applicable).
- (e) Disclosure of Customer Information Procedures:
 - "Confidential Information" means all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Allstream offers under the Agreement which is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), to the extent that such information is marked or identified as confidential or proprietary. Notwithstanding the foregoing, all written or oral pricing

and contract proposals exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request.

- 2. Information that (i) is independently developed by the Receiving Party, (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of an Agreement, shall not be considered Confidential Information.
- 3. A Receiving Party, including its officers, directors, employees, partners, affiliates, agents and representatives, shall hold all Confidential Information in confidence from the time of disclosure until three (3) years following its disclosure. During that period, the Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations under an Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees that have a need to know for such purposes; (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in an Agreement or as required by law; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event that the Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, the Receiving Party will notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek relief, will cooperate with the Disclosing Party in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure. Notwithstanding anything in this Article 8 to the contrary, the fact that Customer is a customer of Allstream shall not be deemed Confidential Information and Allstream may disclose the same without liability therefor.
- 4. Allstream does not sell information about current or former customers to any unrelated third parties, and does not disclose it to third parties unless necessary to process a transaction, service an account, to protect the security and integrity of Allstream's website and our services and network, to protect our rights and property and the rights and property of others, to respond to claims that submitted information violates the rights or interest of third parties, to take precautions against liability, to correct technical problems and malfunctions in how Allstream's website operates and in our systems and services, pursuant to a customer's specific direction, or as otherwise permitted or required by law or legal process. In connection with Allstream's data services, when a domain name is registered, that individual's address, e-mail and phone number are published in the public WHOIS database which is available for public viewing.
- 5. In the event Allstream, our parent or any of our affiliates or subsidiaries are acquired by another entity or merge with a third party, information provided to us may be transferred to that entity or one or more of its affiliates. Allstream will take steps to inform the entity or any successor entity that it will be bound to respect the provisions of this Policy with regard to any personal information in its possession prior to the

acquisition or merger. In the event of bankruptcy, both this policy and the provisions of applicable law will apply.

6. Allstream may use information provided by a Customer to inform them about additional services and products offered by the Allstream family of companies and Allstream authorized agents whose offerings might be of interest, unless the Customer instructs otherwise, and in accordance with applicable laws and regulations.