

## SPRINT MANAGED IP TELEPHONY ("MIPT") SERVICE PRODUCT ANNEX

The following terms and conditions in this Sprint MIPT Service Product Annex (this "**MIPT Annex**"), together with the Sprint Standard Terms and Conditions for Communications Services (the "**Standard Terms and Conditions**") and the applicable cover agreement (e.g., Sprint MIPT Service Agreement) (as may be amended from time-to-time, the "**Cover Agreement**"), govern Sprint's provision and Customer's use of MIPT Services and related maintenance as specified in the applicable Sprint approved order form ("**Order**"). Capitalized Terms not otherwise defined in this MIPT Annex will have the meanings set forth in the Standard Terms and Conditions or the Cover Agreement.

**1.0 DEFINITIONS.** Sprint MIPT Service supports reactive Maintain Services (as defined below), proactive monitoring and management of Internet Protocol Telephony ("**IP**T") devices, typically located on Customer premises. For Sprint MIPT Service Assurance Services, the following definitions apply:

- 1.1 Equipment.** Sprint MVS serviced hardware and software to be covered by this MIPT Annex as identified in the Cover Agreement. If the Cover Agreement specifies "switch only", Sprint MVS will only include equipment within Customer's designated equipment room and will exclude equipment and wiring from the surface jack to the desktop.
- 1.2 Fault Management.** Sprint MVS provides complete trouble management, fault detection and resolution for all covered Sprint approved devices and associated software. Sprint MVS will maintain sole device access and device configuration responsibility. Sprint MVS will initiate corrective maintenance processes for alarms associated with failures of equipment covered by Sprint MIPT Maintain (plus) Monitor Services.
- 1.3 Maintain Services.** Sprint MIPT Maintenance or "Maintain Services" is a professional service providing reactive break/fix support on a broad line of approved voice and data Products (with Avaya, Inc. and Cisco being the primary vendors). MIPT Maintenance delivers a comprehensive one-stop solution providing remote/on-site technical support and parts replacement. Bundled with network, PCS and management, Sprint can deliver a complete customer solution. Upon notification of a trouble from the Customer, a trouble ticket number from
- 1.4 Maintenance Release.** An incremental release of Software that provides maintenance fixes and may also provide additional Software features.
- 1.5 Major Release.** A release of Software that provides additional Software features and/or functions, commonly referred to as upgrades.
- 1.6 Response Time.** The time interval between when a support request is made to the SPOC by the designated Customer technicians and the time Sprint MVS operation center service personnel begin analyzing the system in search of the cause of the trouble (remotely or on-site).
- 1.7 Single Point of Contact ("SPOC").** The Managed Voice Services ("**MVS**") operation center will serve as the SPOC for alarms, normal Service activation activities, and for troubles associated with the Services, twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days a year (24 x 7 x 365). Customer may utilize either a designated Web portal or designated 800 number as the primary service contact. For Maintain Services there are two (2) coverage options available which are as follows:
  - A.** For the Standard Coverage Plan, "Covered Hours" means 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding Sprint observed holidays; and
  - B.** For the Extended Coverage Plan, "Covered Hours" means twenty-four (24) hours a day, three hundred sixty-five (365) days a year.
- 1.8 Service.** The Services provided by Sprint MVS to Customer under this MIPT Annex and the Cover Agreement.
- 1.9 Service Level Objectives ("SLOs").** Sprint will take commercially reasonable efforts to meet the SLOs set forth in this MIPT Annex. Sprint will not provide, and Customer will not receive, any financial remedies for Sprint's failure to meet the SLOs. Pursuant to the MIPT Maintain offer, if the Customer desires remediation of Service issues, then the Customer is required to provide remote access through a Customer provided B1 line and/or dedicated management line (DML). Sprint defines Response Times as follows:
  - A. Majors** – Two (2) hours, remote or on-site, Major Outages - A malfunction consisting of one or more of the following conditions:

- (1) complete failure of the system or network, meaning no incoming or outgoing communications to or from Customer's premise;
  - (2) no internal communications within the system;
  - (3) severe loss of network operation or severely impaired network performance for a sustained period of time;
  - (4) inoperative attendant console;
  - (5) inoperative application server, such as a voice messaging system, or call accounting system;
  - (6) Twenty percent (20%) of all telephones out of service; and
  - (7) Twenty percent (20%) of all truck circuits out of service.
- B. Minors** – Eight (8) business hours, Monday – Friday/8:00 a.m. to 5:00 p.m. local time. Minor Outage - A "non-emergency", defined as any malfunction other than that of a Major Outage.
- C. Moves, Adds and Changes ("MAC") labor** – three (3) business days.
- D. MAC Labor & Parts** – five (5) business days.

**1.10 Software.** The machine-readable object code procedures and programs licensed or sublicensed by a third party and/or Sprint to Customer.

**1.11 Third Party Transport Coordination.** Sprint's MVS service center will provide a SPOC for troubles associated with the Services, 24 x 7 x 365. Sprint will prepare a "**Methods of Engagement**" document prior to MIPT implementation to outline the mutual understanding between Sprint and Customer's designated access and WAN service provider(s). Customer must provide Sprint a Customer-signed Letter of Agency which entitles Sprint to report circuit problems and request escalation on Customer's behalf. In this capacity, Sprint's only obligation will be to report problems to Customer's service provider, when applicable, obtain updates, and escalated trouble reports via published escalation processes. Matters related to billing, payment for Services, or other non-operational matters will be referred to Customer for resolution.

**1.12 Trouble Ticket Handling.** A trouble ticket number from Sprint's ticketing system will be provided to Customer's help desk that reports the trouble. For each trouble report, Sprint MVS will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Sprint MVS will not close a trouble ticket until the problem has been corrected.

**1.13 Vendor Serviced Equipment.** Devices identified by Sprint on the covered equipment list in the Cover Agreement that will be serviced directly by the equipment vendor and is subject to limited coverage under this MIPT Annex.

**2.0 TERM.** The term of this MIPT Annex will be the same as specified in the Cover Agreement. The term of Sprint MIPT Services will commence on the Effective Date as defined in the Cover Agreement.

**2.1 UPON EXPIRATION OF THE TERM, THE COVER AGREEMENT AND THIS MIPT ANNEX WILL EXTEND ON A MONTH-TO-MONTH BASIS, AT SPRINT'S THEN CURRENT LIST RATES, UNTIL EITHER CUSTOMER OR SPRINT PROVIDES AT LEAST SIXTY (60) DAYS' ADVANCE WRITTEN NOTICE TO THE OTHER PARTY OF ITS INTENT TO TERMINATE THE COVER AGREEMENT AND THIS MIPT ANNEX.**

### **3.0 SCOPE OF SERVICE**

**3.1 Sprint Responsibilities.** Sprint will use commercially reasonable efforts to provide all of the following:

- A. Two-hour Response Time, remote or on-site, as defined in Section 1.10.A for a Major Outage;
- B. Access to the Sprint MVS by phone during Covered Hours;
- C. Sprint MVS Services in accordance with recognized industry and/or manufacturer standards;
- D. Work-around solutions to report Software problems as the result of a Major Outage using generally accepted industry practices; and
- E. Provision of necessary parts, if Customer has selected Service plan that covers parts.

## **3.2 Customer Responsibilities**

### **3.2.1 Reporting**

- A. Customer will identify each outage report as either a Major or Minor Outage based on the definitions described above.
- B. Customer will provide reasonable access to the Equipment through the Internet or via modem so that problems may be diagnosed and corrected remotely. This may include providing a dedicated local telephone line or direct network access through a dedicated management link at Customer's expense.
- C. Customer will give Sprint employees and subcontractors full and free access to the Equipment to perform its responsibilities under the Cover Agreement and this MIPT Annex, subject to Customer's reasonable internal security requirements.
- D. Customer must provide Sprint with accurate information in connection with the Services covered under the Cover Agreement and this MIPT Annex. If Customer discovers any material error or omission in information provided to Sprint, Customer must promptly correct the information. Sprint reserves the right to either (a) bill Customer for time and materials as Billable Services (as defined below) to fix any problems created by materially inaccurate or omitted information supplied by Customer or its agents, or (b) terminate the Cover Agreement and this MIPT Annex without liability.

### **3.2.2 Software**

- A. Customer will use and maintain a level of Software supported by the manufacturer or may be required to correct a Customer-reported Software problem. Customer, at its expense, will maintain current licenses or sublicenses for the Software and will comply with all applicable licensing terms and conditions.
- B. Customer is responsible for the comprehensive back up of magnetically stored data. If required to resolve Service issues, Customer agrees to provide Sprint Service personnel with any/all back up copies of Software configurations.
- C. If Customer causes any Service impacting change, Sprint reserves the right to either: (a) bill Customer for time and materials as Billable Services to fix the Service impacting change; or (b) terminate the Cover Agreement and this MIPT Annex without liability.

### **3.2.3 Physical Premise Requirement**

- A. Customer will maintain environmental conditions at the site according to the specifications established by the Equipment manufacturer. At a minimum, the premises should be clean, dust-free, and well ventilated. Sprint's recommended temperature range is 55 degrees - 80 degrees Fahrenheit and 30% - 50% relative humidity, non-condensing.
- B. Customer will provide all electrical service necessary to support the Equipment, including but not limited to, providing electric current, outlets and ground wire connections to premise, and installation of communications facilities or connections, such as the local telephone extension (or toll free domestic access to Sprint) adjacent to the Equipment for the use of Service personnel.
- C. Customer will provide necessary openings and ducts for cable and conductors in floors and walls, and floor plans and/or prints showing the location of such opening and ducts. The floor plan and/or prints will also show the locations and types of equipment installed.
- D. Unless otherwise agreed to in writing, Customer must obtain any necessary consents, approvals, licenses, and permits for Service of the Equipment on the premises where the Equipment is installed.
- E. Customer will provide remote access to allow Sprint to verify that the configuration and revision levels of all equipment are supportable.
- F. Customer will be responsible for all costs associated with all hardware, Software and labor required to bring all equipment to supportable levels.

**3.2.4 End-of-Life ("EOL") Equipment.** Sprint is dedicated to providing superior communications solutions and support to our customers. Even though Sprint may no longer sell a particular piece of equipment because the equipment is manufacturer-discontinued, Sprint makes commercially reasonable efforts to continue supporting the product by obtaining spares through secondary parts vendors and other secondary vendors. Although Sprint cannot guarantee continuing availability of replacement parts that are manufacturer-discontinued, reasonable efforts will be made to obtain replacement parts from a secondary parts vendor. If maintenance support cannot be obtained from the equipment manufacturer, Sprint may terminate the Cover Agreement and this MIPT Annex with thirty (30) days notice. Customer is responsible for all costs associated with all hardware, Software and labor required to bring all equipment to supportable levels.

**3.2.5 Technical Support.** Technical support purchased by Sprint for Customer from third party vendors is a non-refundable charge to the Customer. In such cases, Customer is responsible for the payment of any applicable costs incurred by Sprint for technical support provided by third party vendors and must reimburse Sprint for such payments in accordance with the applicable payment terms.

**3.3 BILLABLE SERVICES.** The following "Billable Services" may be performed by Sprint for an additional charge upon Customer's request:

- A. Troubleshooting Software or hardware issues caused by products provided by parties other than Sprint that are attached to or otherwise integrated into the Equipment and are not otherwise covered by the Cover Agreement or this MIPT Annex. This troubleshooting of Software and/or hardware issues may include resolving voice over data issues resulting from variations of network traffic patterns following initial installation or the addition of non-Sprint approved voice over data design equipment by Customer to its network;
- B. Performing Customer-requested Software changes such as scripting or other customized application development;
- C. Performing Customer-specified hardware changes, including, but not limited to adding or removing accessories, attachments or other devices, or moving or relocating the Equipment;
- D. Installing any hardware upgrade, Maintenance Release, or Major Release, including any hardware upgrade required to run upgraded Software;
- E. Repairing or replacing malfunctioning hardware components and software releases that are not identified as being covered on the Cover Agreement. Hardware components and software releases are available for purchase from Sprint under a separate agreement and deliverable by drop ship to a Customer-specified location. Prices will be quoted at time of ordering;
- F. Installing replacement hardware components or software releases;
- G. Dispatches to Customer's site for incomplete service calls through no fault of Sprint including, but not limited to, Customer's failure to provide access to the Sprint representative. Customer will be charged a Service Charge plus (1) hour labor at Sprint's then current Maintenance labor rates;
- H. Performing other services except as provided in the Cover Agreement or this MIPT Annex; or
- I. Changes to the configuration of the covered Equipment that provides new functionality, usability or appearance to the Equipment.

**3.4 SPRINT MANAGED IP TELEPHONY SERVICES does NOT cover the following:**

- A. Customer-caused equipment repair;
- B. Labor to repair regulated lines terminated into the equipment;
- C. MACs (Move, Adds and Changes);
- D. Buckets of hours to be allocated each month for repairs;
- E. Complete pass-through vendor support with no Sprint support services; and
- F. Contracted Time and Materials.

**4.0 ADDITIONAL EQUIPMENT.** Subject to Sprint's right to inspect such equipment to determine whether it is in acceptable condition and can be properly and/or economically maintained, Customer may, for an additional fee, add Sprint or Customer-provided equipment for coverage through a mutually agreeable written amendment to the Cover Agreement. Sprint will identify any repairs, adjustments or upgrades necessary to bring Customer's equipment to a condition acceptable to Sprint. Customer is responsible for making such repairs, adjustments or upgrades at its expense. The additional fee associated for added equipment will be invoiced to Customer no later than the next anniversary date of the Agreement.

## **5.0 LIMITATIONS**

**5.1 Hazardous Materials.** Services under the Cover Agreement or this MIPT Annex performed by Sprint employees and subcontractors will be accomplished only in a safe working environment that complies with state, federal and local laws, rules and regulations. To the best of Customer's knowledge, there are no substances, chemicals or wastes on or within the site that are identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "**Hazardous Materials**"). Sprint has not included any charges or any expense associated with handling, dealing with, removing or disposing of any Hazardous Materials at the site. If Hazardous Materials are encountered in the performance of the Services pursuant to the Cover Agreement or this MIPT Annex, Sprint will notify Customer of the existence of such Hazardous Materials and cease performance of Services that would necessitate exposure to such Hazardous Materials until the Customer has removed the Hazardous Materials. Sprint's performance of this MIPT Annex will be excused until Customer has removed the Hazardous Materials. Sprint will not introduce or use any Hazardous Materials on or within the site in violation of any applicable law. Customer will have sole responsibility for the identification, investigation, monitoring, remediation and cleanup of any Hazardous Materials discovered at or within the site. Customer agrees to indemnify, defend and hold harmless Sprint from any and all claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, relating to any Hazardous Materials present at or within the site unless the presence of the Hazardous Substance is caused directly by the activities of Sprint.

**5.2 Vendor Serviced Equipment.** Sprint's sole responsibilities with respect to Vendor Serviced Equipment are limited to the identification of the Service issue and transfer of the issue to the manufacturer or other third party approved by the manufacturer for resolution. Resolution of a Service issue after it is transferred by Sprint will be governed by the terms and conditions of the applicable vendor's support program.

**6.0 PROPERTY OF SPRINT.** Customer acknowledges that Sprint may install at its sole discretion a data collection device at Customer's locations to be used only to support remote diagnostic services and delivery of the Services. The equipment will remain the property of Sprint, and at the expiration or termination of the Cover Agreement, Sprint will be entitled to enter Customer's premises to remove all Sprint property or equipment.

**7.0 SUBCONTRACTING.** Sprint may, at its option, subcontract Services provided to Customer. Such subcontract will not release Sprint from any of its obligations

## **8.0 DISASTER RECOVERY**

**8.1** Customer recognizes that the use of computer products entails a substantial risk of loss of magnetically or electronically stored data and industry standards dictate the systematic use of products that provide comprehensive backup of data so as to prevent such loss. **ACCORDINGLY, SPRINT DOES NOT ASSUME ANY RISK OF LOSS OF CUSTOMER'S MAGNETICALLY OR ELECTRONICALLY STORED DATA IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES, PRODUCT, EQUIPMENT, OR SYSTEMS PROVIDED BY SPRINT OR ANY HANDLING OR MAGNETICALLY OR ELECTRONICALLY STORED DATA BY SPRINT.** Customer hereby releases and forever discharges Sprint from any liability for loss of magnetically or electronically stored data from any and all causes.

**8.2** Customer recognizes that industry standards dictate the development of a disaster recovery plan for all mission critical business operations. In the telecommunications industry this includes, but is not limited to, data backup, power backup, power/surge protection, spare system parts, system redundancy, site redundancy, escalation procedures, emergency support agreements with hardware and software vendors, public network based call forwarding to alternate locations, and documented recovery policies and procedures. Customer understands that developing and testing a disaster recovery plan is Customer's responsibility and is not included in this MIPT Annex or the Cover Agreement.

## 9.0 LIMITED WARRANTY

- 9.1 Sprint warrants to Customer that any of the Services provided by Sprint under this MIPT Annex will be performed in a good workmanlike manner, and in accordance with recognized industry standards.
- 9.2 If Sprint breaches this warranty and Customer notifies Sprint in writing of the breach, Sprint's sole obligation and Customer's exclusive remedy will be for Sprint to correct the portion of the work that does not conform to the warranty. If Sprint is unable to correct the Services, Sprint will refund the compensation received by Sprint for the non-conforming Services.
- 9.3 The warranty in this Section 9 does not apply if: (A) Customer breaches the terms of this MIPT Annex or the Cover Agreement, (B) the non-conformity was caused by Customer's (including Customer's employees, agents or contractors) abuse, misuse, damage, improper operation or use of the Equipment (such as abuse, misuse, damage, misappropriation or use in a manner other than intended), or (C) the damage results from a Force Majeure Event. Sprint makes no warranty for any Equipment or software that is provided by third parties.

## 10.0 INDEMNIFICATION. In addition to any other indemnification provisions contained in the Standard Terms and Conditions or the Cover Agreement, Customer agrees to the following:

- 10.1 **Hazardous Materials.** Customer will indemnify and defend Sprint, Sprint's officers, directors, agents and employees from all damages, claims, liabilities and expenses (including reasonable attorneys' fees, court costs, and allocated in-house counsel legal expense) by any person or entity, including any government or governmental agency, arising out of Hazardous Materials found on, beneath or migrating from Customer's property or premises.
- 10.2 **Permits, Licenses or Consents.** Customer will indemnify and defend Sprint, Sprint's officers, directors, agents and employees, against all damages, claims, liabilities or expenses (include reasonable attorneys' fees, court costs, and allocated in-house counsel legal expense) arising out of or resulting in any way from Customer's failure to obtain any permits, licenses, or consents that Customer is required to obtain to enable Sprint to provide the Services.

## 11.0 TERMINATION. In addition to any other termination provisions contained in the Standard Terms and Conditions or the Cover Agreement, Customer agrees to the following:

- 11.1 Sprint may terminate this MIPT Annex or the Cover Agreement "for cause" if Customer fails to cure the breach of any term or condition of this MIPT Annex or the Cover Agreement within 30 days after receipt of written notice of the breach from Sprint.
- 11.2 Sprint may terminate this MIPT Annex or the Cover Agreement with thirty (30) days notice to Customer if Sprint cannot obtain support from the Equipment manufacturer.
- 11.3 Upon early termination of this Agreement for any reason, all manufacturer support charges incurred by Sprint shall immediately become due and payable by Customer.