

SPRINT SIP TRUNKING SERVICE PRODUCT ANNEX

The following terms and conditions in this Sprint SIP Trunking Service Product Annex (“**Annex**”), together with the applicable Sprint service agreement (“**Agreement**”), govern Sprint’s provision and Customer’s use of Sprint SIP Trunking Service. “**Service**” as used in this Annex will mean and refer to Sprint SIP Trunking Service. Capitalized terms not otherwise defined in this Annex have the meaning defined in the service agreement.

1. **SPRINT SIP TRUNKING SERVICE.** This fixed Service provides Customer with the ability to aggregate its inbound and outbound voice traffic over Sprint’s MPLS network. This is accomplished by providing Customer with virtual VoIP trunks that carry local and long distance traffic to multiple destinations (“**SIP Trunks**”). The Service offers local calling over IP within the contiguous 48 states with long distance service within domestic U.S. Service also offers International Outbound termination. Additional usage charges will apply. Special Services are not included. “**Special Services**” include, but are not limited to, 2XX, 3XX, 5XX, 6XX, and Premium Service NPAs 900 and 976.
 - 1.1 **Sprint SIP Trunking Toll Free.** Sprint’s SIP Trunking Toll Free Service (“**SIP Trunking Toll Free**”) is integrated with SIP Trunking and allows toll free termination over SIP Trunks. However, Customer can purchase SIP Trunks that will only be used to carry toll free usage so long as Customer purchases a SIP Toll Free Trunk and a local telephone number for each location at which Customer purchases SIP Trunking Toll Free. SIP Trunking Toll Free includes multiple routing capabilities. It will route and deliver inbound toll free calls via Sprint Global MPLS. As a result, many Customer-requested SIP Trunking Toll Free features are inherent within Customer’s MPLS network and equipment. SIP Trunking Toll Free is available wherever Sprint SIP Trunking is available.
 - 1.2 **Caller ID.** The Service is able to support non-emergency outbound calls that allow Customer-specified calling party identification (“**Caller ID**”) to be displayed to the party receiving the call. Sprint will associate a specific Customer telephone number to Customer-specified Caller ID calls and that telephone number will appear on Customer’s invoice to help ensure proper billing. If Customer experiences Caller ID issues that Sprint has identified and confirmed as relating to this functionality, Customer may contact Sprint to update the screening selection on all Customer calls, which Customer acknowledges may limit its Caller ID capabilities. Customer is responsible for configuring all its equipment to support this Caller ID functionality. Customer releases Sprint from any and all liability in connection with the Caller ID functionality and Customer agrees to defend and indemnify Sprint from and against all claims associated with Caller ID functionality.
2. **TERM.** The Term for the Service is stated in the service agreement. The Term is preceded by a Pre-Implementation Period (defined in section 2.1) and an Implementation Period (defined in section 2.2). The Pre-Implementation Period will begin on the date Customer places an Order. The Implementation Period will begin immediately after the Pre-Implementation Period ends. The Term will begin after the Implementation Period ends. Notwithstanding any individual minimum Order Term, the Services ordered under the Agreement will be coterminous with the Term.
 - 2.1 **Pre-Implementation Period.** For approximately the first 60 days from the date Customer places an Order, Customer and Sprint will work together to create a plan for implementing the Service (“**Pre-Implementation Period**”). The parties will create a statement of work, which will include (a) an implementation plan and (b) technical network design plan (“**Customer Statement of Work**”). The Pre-Implementation Period will end on the day the last party signs the Customer Statement of Work.
 - 2.2 **Implementation Period.** After the Pre-Implementation Period, Sprint and Customer will begin implementing the Service (“**Implementation Period**”). For the Implementation Period, Customer must have purchased Sprint Global MPLS with enough bandwidth to accommodate Customer’s aggregated voice traffic in addition to its data traffic. Customer will cooperate in good faith with Sprint to meet full implementation requirements to deploy the full-scale Service within 90 days of the date Customer signed the Customer Statement of Work. Implementation will be based on the Customer Statement of Work developed in the Pre-Implementation Period.
3. **SPRINT RESPONSIBILITIES**
 - 3.1 **Pre-Implementation Period.** Sprint will:
 - A. Provide project management, including coordinating with Customer on fulfillment of Customer’s responsibilities, as set forth below and—with Customer’s prior written approval—create and manage the Customer Statement of Work and all project plans.
 - B. Pre-qualify Customer telephone numbers and locations for verification that Service is available at the locations.
 - C. Provide Customer a technical network design, which will be part of the Customer Statement of Work. Sprint and Customer will agree to the Customer Statement of Work before Sprint begins implementing the Service.
 - 3.2 **Implementation Period.** Sprint will:
 - A. Use commercially reasonable efforts to comply with Customer requests related to portability of existing local telephone numbers and toll free telephone numbers. Sprint cannot guarantee local number portability in all

locations due to geographic limitations on the availability of the Service. Sprint will use commercially reasonable efforts to comply with Customer requests to port Customer's existing non-Sprint and Sprint toll free numbers to SIP Trunking Toll Free. Sprint will promptly notify Customer if Sprint cannot port all of the requested numbers. If a number cannot be ported, Customer may terminate the impacted site without early order term termination liability.

- B. At Customer's expense, install a Sprint Global MPLS to the demarcation point for each site where Customer has ordered the Service.
- C. Provide test criteria agreed upon by Sprint and Customer for the Implementation Period and perform testing for final Customer acceptance of Service.

3.3 Service Assurance. Sprint will:

- A. Provide a 24/7/365 Tier 2 Help Desk (via a toll free number) to support the Service. Sprint's help desk will answer calls from Customer's telecom manager/designee and address issues within Sprint and its suppliers as needed to resolve the Service-related network specific issues.
- B. Maintain quality of service by performing preventative maintenance and software updates to Sprint's network.
- C. Perform scheduled network maintenance for functions such as hardware and software upgrades and network optimization at times that are anticipated to minimize disruption of Customer's Service. Sprint will use commercially reasonable efforts to provide advance notice of all scheduled maintenance.
- D. Perform Demand Maintenance at its discretion. As used in this Attachment, "**Demand Maintenance**" means maintenance that is required due to unanticipated events or when Service elements are in jeopardy. Due to the nature of Demand Maintenance, prior notification may not be possible; however, Sprint will inform Customer when maintenance is complete.
- E. Work with Customer to resolve the Service-related network issues. In the event that Sprint's resolution of network issues does not resolve Customer's service issues, and all known Sprint network issues are cleared, Sprint will notify Customer that it must resolve any remaining non-Sprint issue to restore service. Sprint may be willing to assist Customer in resolving non-Sprint related issues on a time and materials cost basis per the Customer Trouble Assistance Charges section of the service agreement.

4. CUSTOMER RESPONSIBILITIES

4.1 Pre-Implementation Period. Customer will:

- A. Supply Sprint with a complete, accurate list of Customer's telephone numbers and complete address for each site. Sprint will use this list for pre-qualification of the Service. If any site is not within the Service territory or 911 Service is not available, then that site will not be eligible for the Service.
- B. Supply Sprint with a complete, accurate list of Sprint and non-Sprint toll free numbers that need to be moved or ported and the complete address where each toll free number will terminate.
- C. Block calls outside the scope of the Service through Customer's IP PBX.
- D. Identify a single person to be the point of contact who will be the primary interface to the Sprint Program Manager.
- E. Participate in the development and design of the Customer Statement of Work.
- F. Provide Sprint approved IP PBXs and certified SIP interface gateway where required for ordering the Service. The requirements for Sprint approved IP PBXs can be obtained from Customer's Sprint account team and will be contained within the Customer Statement of Work. If Customer requires use of IP PBXs or SIP interface gateways that Sprint has not certified, Customer must receive Sprint's written approval prior to implementation. If Sprint approves the use of non-certified equipment, Customer must (i) perform its own testing to ensure that the equipment will work with the Service (including prior to implementation and after any maintenance or upgrades) and (ii) provide Sprint with configurations prior to any use of the Service. Sprint does not guarantee interoperability of non-standard, non-certified equipment during Customer's use of the Service. Customer accepts all responsibility for support and interoperability with the Service. If Customer does not satisfy the requirements in this subsection 4.1.F, then Sprint can terminate this Agreement.
- G. Provide Sprint with a single physical location ("**Registered Location**") for each site, consisting of a valid mailing address and any additional premise information required by applicable 911 or E911 laws or governmental regulations, for each Customer device connected to the Service. Customer must update the Registered Location when Customer changes the physical location of a Customer device by sending an email to its Sprint account team and to the distribution list provided.
- H. Provide Sprint with a completed Letter of Agency and Letter of Authorization (if applicable).

4.2 Implementation Period. Customer will:

- A. Place an order for the minimum number of SIP Trunks set forth in the Agreement.
- B. Implement each site with a minimum of one new or ported telephone number per site.
- C. Be responsible for providing and maintaining Customer's Sprint-approved IP PBXs and certified SIP interface gateway needed for the Service. The demarcation points between Sprint's and Customer's networks will be specified in the Customer Statement of Work.
- D. Participate in testing of the Service during implementation Period. Customer and Sprint will sign an implementation certificate of customer acceptance after final testing of the Service. If Customer elects not to participate in testing, the Service will be deemed accepted 5 days after installation.
- E. Only originate calls using Sprint telephone numbers across the Service.
- F. Enable "class of service" options on the MPLS to help ensure voice quality.
- G. Instruct Customer's employees on the limitations of E911 services when using the Service.

4.3 Service Assurance. Customer will:

- A. Be responsible for providing all maintenance, management and monitoring on Customer-owned equipment for the Term of the Agreement.
- B. Provide initial triage and fault isolation within Customer's IP PBX and WAN infrastructure prior to contacting Sprint's designated Tier 2 Help Desk. Customer's Tier 1 Help Desk will be responsible for communicating all service-affecting outages to Sprint's Tier 2 Help Desk.

5. CHANGE MANAGEMENT

- 5.1 All changes to the Customer Statement of Work must be pre-approved in writing by both parties. Customer-requested changes to an agreed upon implementation schedule will result in additional charges to Customer, and Sprint will notify Customer of any additional charges that will result from a requested change. Upon receipt of such notice, Customer may withdraw the change request and accept the original agreed upon Customer Statement of Work or proceed with the revised implementation schedule, and Sprint will bill the Customer for the additional charges.
- 5.2 Requests for service changes, configuration changes, order cancellations or service expedite must be in writing and must be coordinated with Customer's account team. The charges associated with these changes are set forth in the service agreement.
- 5.3 Requests for service moves must be in writing and will be implemented as a coordinated disconnect and install between the old and new locations. All charges associated with installation of the Service at the move to location will apply. However, the original term that was in effect for each request will remain the same as prior to moving the Service.
- 5.4 Customer's requests to disconnect SIP Trunks must be in writing and will result in disconnection charges and/or early order term termination liability if disconnected prior to the end of the contract period. Sprint will use commercially reasonable efforts to complete disconnect requests within 60 days of receiving Customer's complete written request.
 - A. Customer's disconnection of a SIP Trunk prior to the end of the initial Order Term will incur the standard disconnect charge stated in the Moves, Changes, Disconnects and Expedite Charges section of the Agreement. Customer may not disconnect more than 25% of the highest aggregate number of SIP Trunks implemented during the Term (e.g., the high-water mark) without incurring early order term termination liability on the disconnected SIP Trunks that exceed 25% of the highest aggregate number of SIP Trunks implemented.
- 5.5 After completion of the Implementation Period, additional SIP Trunks will be considered a new implementation, and Sprint will charge Customer in accordance with section 6 ("Charges") below.
- 5.6 All Sprint-initiated modifications, additions, and maintenance to the Service within Sprint's network will be made at Sprint's cost and expense, unless otherwise stated in the Agreement. Sprint will use reasonable efforts to notify Customer in the event that Sprint knows that a modification, addition, or maintenance within Sprint's network will impact Customer's use of the Service.
- 5.7 Customer agrees that it is fully responsible for any discontinuation of service on telephone numbers that are not ported to the Service in connection with a partial port. Customer releases Sprint from any and all liability in connection with a partial port, and Customer agrees to defend and indemnify Sprint from and against all claims associated with a partial port.

6. **CHARGES.** Sprint charges for the Service in two different methods. The applicable method is in the service agreement. Regardless of the method, for SIP Trunking Toll Free has separate rates for Domestic interstate toll free calls and intrastate toll free calls as well as monthly recurring charges and nonrecurring charges. These charges are set out in the service agreement. Sprint calculates the charges for the Service as follows:

6.1 Option 1—Off-Net Block of Time

- A. **SIP Trunk Charges.** Sprint will charge Customer an NRC and an MRC for each SIP Trunk. Each SIP Trunk is used for carrying Customer's daily traffic or for seasonal and backup capabilities. SIP Trunks do not include any minutes, but Customer is required to purchase enough Off-Net Blocks of Time (defined below) to cover Customer's anticipated monthly usage.
- B. **Off-Net Block of Time Charges.** Sprint will charge Customer an MRC for a block of off-net minutes ("**Off-Net Block of Time**").
- i. Each Off-Net Block of Time includes up to 5,000 Domestic Off-Net Call (defined below) minutes of use per month.
 - ii. Off-Net Calls are those placed between Customer's sites participating in the Service and the Public Switched Telephone Network ("**PSTN**") ("**Off-Net Calls**"). Domestic Off-Net Calls accrue minutes against the Off-Net Block of Time. Off-Net Calls include all inbound and outbound local and long distance calls. Inbound International calls are treated as local inbound and also count against the Off-Net Block of Time.
 - iii. Calls placed between Customer's sites participating in the Service that are not routed to the PSTN are considered on-net calls ("**On-Net Calls**"). On-Net Calls are included at no charge and do not accrue minutes against the Off-Net Blocks of Time. Customer must ensure that enough MPLS connectivity exists to ensure all calls (On-Net and Off-Net) can be carried appropriately.
 - iv. Customer must maintain ordered Off-Net Blocks of Time for a minimum of 30 days before requesting a reduction in the number Off-Net Blocks of Time.
- C. **Block of Time Overage Charges.** On a monthly basis, Sprint will compare Customer's actual domestic Off-Net Call minutes (inbound and outbound) to the usage purchased through Off-Net Blocks of Time. Off-Net Call minutes that exceed the blocks of minutes purchased will be charged a flat rate per minute rounded up to the whole minute. For example:
- i. Customer purchased a total of 50 Off-Net Blocks of Time, which equate to 250,000 minutes per month (50 x 5,000 = 250,000 per month).
 - ii. During the month, Customer uses 258,000 Off-Net Call minutes.
 - iii. Sprint calculates the overage as follows: 250,000 – 258,000 = 8,000 overage minutes.
 - iv. Therefore, Sprint will charge Customer an overage charge of \$160.00 (8,000 x \$.02).
 - v. The total minutes of use for a call will be measured with an initial 18 second duration with an incremental 6 second duration from the time Customer's IP PBX accepts the call setup request until the time the call is terminated.

6.2 Option 2—Unlimited Local and Metered Long Distance. Sprint will charge Customer an NRC and an MRC for each SIP Trunk that includes unlimited local voice traffic. Sprint will charge Customer a per minute of use rate for off-net Domestic long distance traffic.

- A. Customer agrees that its interstate and intrastate long distance traffic terminations to states with high-cost access charges will not exceed 20% of its total long distance traffic. If Customer exceeds the 20% limit for 3 or more billing cycles over any 5 billing cycles, then Sprint can charge the intrastate calling rates listed in the "Rates for Non-Scheduled and Non-Tariffed Services" section on www.sprint.com/ratesandconditions for all intrastate calls.
- B. If Sprint determines—in its sole discretion—that Customer's traffic patterns or network configurations are generating third party access costs to Sprint that exceed either the SIP Trunk MRC or the per minute long distance rate for any 3 billing cycles in any 5 month billing cycles, then Sprint can modify the affected rate element with 10 days' advance written notice.
- C. The following states have high-cost access charges (Sprint reserves the right to update this list in its sole discretion without prior notice): Iowa; Minnesota; Montana; North Dakota; and South Dakota.

6.3 Telephone Number Charges. Customers must either port or order new blocks of telephone numbers. Sprint will charge Customer an MRC for each telephone number ordered or ported, as set forth in the service agreement. If Customer requires additional telephone numbers to keep in inventory for future use, Customer can order additional new telephone numbers, and Sprint will charge for the additional numbers as set forth in this Agreement. Customer can associate up to 20 telephone numbers per SIP Trunk. If Customer requires more, Sprint will charge Customer

an additional charge as set forth in the Agreement. For SIP Trunking Toll Free, a single telephone number is required for each location at which SIP Trunking Toll Free is provided.

6.4 Termination and Termination Charges

- A. **Customer's Termination for Convenience.** If Customer terminates this Service for convenience, Sprint will invoice Customer for early order term termination liability equal to: (i) the average cost of Customer's prior 3 months of Service; multiplied by (ii) the number of months remaining in the Term.
- B. **Sprint Termination.** In addition to the parties' other termination rights in this Agreement, Sprint may terminate the Service in whole or in part with 60 days' prior written notice if Sprint is unable to secure third-party support for the Service.
- C. **Regulatory and Legal Changes.** If any change in applicable law, regulation, rule or order materially affects delivery of the Service, the parties will negotiate appropriate changes to the Attachment. If the parties are unable to reach agreement within 30 days after either party's delivery of written notice to the other requesting renegotiation: (a) Sprint may pass any increased costs relating to delivery of the Service through to Customer and (b) if Sprint does so, Customer may terminate the Service without termination liability by delivering written notice to Sprint within 30 days of receiving written notice that Sprint is passing along the increased costs.

6.5 **Right Sizing Period.** Customer can decrease the number of SIP Trunks during the first 90 days following the Implementation Period without penalty or paying any disconnect fees provided that Customer does not go below the minimum number of SIP Trunks it committed to in the Agreement. After this 90 day period, Sprint will charge all disconnect fees and early order term termination liability.

7. SERVICE LIMITATIONS

7.1 **Auto-dialer Systems.** The Service is not designed for use with automated outbound dialing systems. Sprint is not responsible for any interruption or disruption of automated outbound dialing systems connected to the Service by Customer.

7.2 **Local Number Portability.** Sprint will use commercially reasonable efforts to comply with Customer requests related to portability of existing local telephone numbers. Sprint cannot guarantee local number portability in all locations.

7.3 **International Origination.** SIP Trunking Toll Free does not support international origination.

7.4 **Fax & Modem Systems.** The Service is tested to work with the certified vendor's PBX fax capabilities with limitations as recommended by the manufacturer or certification guides. Sprint does not guarantee that all fax and modem manufacturer's systems will work with the Service, and the Service can only support routing on a best effort basis.

8. **SIP Trunking 911 Limitation of Liability.** Sprint is not liable for any SIP Trunking outage or other inability of devices to dial 911, or any other emergency telephone number, or to access an emergency service operator.

9. **SIP Trunking 911 Indemnification.** Customer will defend and indemnify Sprint, its officers, directors, employees, Affiliates, agents, and vendors affiliated with SIP Trunking, from and against all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of Customer or any third party or user of SIP Trunking relating to the failure or outage of call functionality, including without limitation those related to 911 dialing.