

SPRINT MANAGED NETWORK SOLUTIONS PRODUCT ANNEX
("MNS Terms and Conditions")

This Sprint Managed Network Solutions Product Annex (this "Annex") contains the terms and conditions, together with the Sprint Standard Terms and Conditions for Communication Services ("Standard Terms and Conditions") or Sprint Master or Custom Service Agreement (the "Agreement"), as applicable, that govern Sprint's provision of Managed Network Solutions Service ("MNS" or "MNS Services") to Customer as specified in the Order for Data communication Services or Statement of Work, as applicable (the "Order"). MNS include the facilities, software and services described in this document, but do not include any transport services that will be used with MNS Service. All applicable service level agreements relating to MNS purchased by Customer will apply during the Order Term (as defined below). Capitalized terms not defined in this Annex are defined in the Agreement or the Standard Terms and Conditions. If a conflict exists between the Standard Terms and Conditions or the Agreement and this Annex, the terms and conditions of this Annex will control.

- 1. Order Term.** The initial Order term for MNS Service ("Initial Order Term") will be stated on the Order. The minimum Order Term for MNS Service is one (1) year. The Initial Order Term for each specific unit of Equipment (as defined below) will begin on the first day of the month following the date the MNS Services are installed and available in connection with the equipment. After the initial order term expires, the term will automatically extend for successive 30-day periods, until either party provides the other with 30 days' notice of its intent to terminate the provision and/or receipt of MNS.
- 2. Early Termination Liability.** If Customer terminates the MNS Services before the end of the applicable Order Term, Customer will pay an amount equal to 100% of the monthly recurring charges associated with the terminated MNS Services for each month remaining in the first year of the Order Term and 50% of the Monthly Recurring Charge for each month remaining in any subsequent year of the Order Term. If Customer terminates the associated Sprint transport service before the end of the MNS Services Order Term, Customer will pay Sprint early termination liabilities for the MNS Services.
- 3. Equipment.** Devices and modems ("Equipment") may be purchased at a one-time purchase price from Sprint as specified in the Order. Rental of Equipment is available for MNS. Customer may provide its own devices if Sprint gives advance written approval for those devices including associated software. As technology evolves, Equipment and software may need to be upgraded, at Customer's expense, according to the manufacturer's support requirements.
- 4. Invoicing.** Sprint will begin charging Customer for MNS Services on the date each device is installed and MNS is available. Sprint will prorate recurring charges for partial months on a 30-day basis.
- 5. Delivery, Identification and Return of Equipment**
 - 5.1. Delivery**
 - A. Delivery/Installation Date.** All delivery dates are approximate and are based on current lead-times. Sprint will use commercially reasonable efforts to deliver, or cause to have delivered, the MNS Services by the delivery date agreed to by the parties and specified in the Order.
 - B. Customer-Requested Delay**
 - (1) Customer may request one delay in the delivery date of the MNS Services set forth in the Order (the "Original Delivery Date") if: (a) the delay does not exceed 30 calendar days from the Original Delivery Date; (b) Sprint receives Customer's written request for the delay at least 10 calendar days before the Original Delivery Date; and (c) Customer pays any additional charges resulting from the delay. Customer requested delay only applies to the MNS Services Order. Sprint will begin billing for all associated Sprint transport charges on the Original Delivery Date.
 - (2) If Customer delays delivery of the MNS Services more than 30 calendar days from the Original Delivery Date, Sprint will invoice Customer for the MNS Services charges beginning 30 calendar days from the Original Delivery Date. Sprint will begin billing for all associated Sprint transport charges on the Original Delivery Date.
 - (3) If Sprint receives Customer's written notice to cancel the affected MNS Services by the 30th calendar day from the Original Delivery Date, Customer will pay Sprint any applicable cancellation charges.
 - (4) If Customer is not ready for the installation on the date Sprint arrives to install the MNS Services, Customer will be charged the base installation charge for the initial attempted installation and an additional rework charge of \$500.00 for each subsequent installation attempt that is delayed or interrupted due to Customer's failure to meet its obligations as well as the final successful installation attempt. Sprint will begin billing for all associated Sprint transport charges on the Original Delivery Date.
 - 5.2. Identification of Equipment.** Sprint may require that plates or markings be affixed to specific Equipment to: (a) indicate Sprint's ownership interest in the Equipment until Sprint receives full payment of the purchase price; and (b) identify the specific Equipment that Sprint will provide Maintenance Service.

5.3. Return of Equipment. No Equipment will be returned without prior approval and specific shipping instructions from Sprint. In addition to all other applicable charges, Customer will pay Sprint a restock charge on the return of Equipment if: (a) the return is due to a Customer ordering error; (b) the product has been damaged while in Customer's possession; (c) the return is due to Customer's late cancellation of an Order; or (d) a restock charge is assessed by the manufacturer.

6. Installation

6.1. On-Site Installation Services. On-Site Installation is a separate Installation billable line item. For MNS Complete Solutions, MNS Collaborative Solutions, Sprint will be responsible for:

- A. Performing a site survey by phone or in person as required;
- B. Providing a list of "Customer Site Preparation Requirements" to be completed by Customer before installation;
- C. Physical installation of CPE with onsite dispatch, which will be billed as a separate line item

6.2. Third-Party Installation. Sprint may employ third parties for the actual on-site installation.

7. MNS Complete Solutions. Sprint will provide the management services listed in subsections 7.1 through 7.6 ("MNS Complete Solutions") below. If Customer terminates the associated Sprint transport or MNS before the end of the Managed Network Services Order Term, Customer will pay Sprint early termination liabilities for the Managed Network Services specified in Section 2 (Early Termination Liability) above. If Customer uses MNS in connection with transport services provided by one carrier and Customer elects to use another carrier to provide transport, Customer will pay an additional installation fee associated with the migration to the other carrier. The one-year minimum Order Term for the MNS Services will continue to apply based on the term the Agreement.

7.1. Design.

- A. MNS will create device configuration and perform network management/monitoring design.
- B. MNS will assist Customer in gathering necessary router/device configuration information using a Sprint-provided form to be completed by Customer before installation.

7.2. Implementation.

- A. MNS will load device configuration and perform transport/device implementation and testing.
- B. MNS will prepare the device configuration files; and
- C. MNS will verify the device connection to Sprint's service center building the configuration files to the device; and verifying proper operation of the device.

7.3. Monitoring and Notification.

- A. Sprint will provide network monitoring and notification services 24 hours per day, 365 days per year.

7.4. Trouble Resolution.

- A. **Fault Management.** Sprint will provide fault management services 24 hours per day, 365 days per year. These fault management services include the detection, isolation, diagnosis, correction and Customer notification of network troubles. Sprint's service center operates a Simple Network Management Protocol ("SNMP") based management system that provides real-time, graphics-oriented network management of routers/devices and associated communications links. This SNMP management system will be used for the initial screening of all Customer trouble reports. MNS will manage Customer's wide area network (WAN) including the transport and all terminating devices.
- B. **Single Point of Contact.** Sprint's service center provides a single point of contact for troubles associated with MNS Services, 24 hours per day, 7 days per week ("24 x 7"). MNS Services customers will utilize a designated Web portal as the primary service contact and Sprint's service management center as a secondary service contact.
- C. **Trouble Ticket Handling.** A trouble ticket number from Sprint's automated ticketing system will be provided to Customer's designated point of contact that reports the trouble. For each trouble report, Sprint will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Customer representatives will be kept apprised of the status of service restoration actions. Sprint will not close a trouble ticket until Customer has been notified that the problem has been corrected.
- D. **Dedicated In-Band Network Management Access.** Sprint will provide the first dedicated management link from the Customer network to Sprint's service center for MPLS, IP VPN, dedicated IP or SprintLink services. Additional management links, at Customer request, are Customer responsibility. For Sprint Clearline (or private line) service, Customer is responsible for the cost of an in-band transport link from a Customer site to Sprint's service center.
- E. **Backup Out-of-Band Network Management Access.** If Sprint's network management system can no longer access a device via the in-band portion of Customer's transport link, a technician will dial in to the modem port of the affected device. The technician will then be able to check the device and its ports for trouble. Customer will provide a standard switched business telephone line and MNS certified modem for the backup, dial-in network management access as specified in Section 13.1.C below.

F. Third-Party Coordination. Sprint will coordinate the services of any third party required to maintain portions of the MNS Services, and Sprint will dispatch third-party technicians to perform on-site service as necessary.

7.5. Configuration Management. Sprint provides configuration management services that include the following:

- A. Storing of current device configurations and implementation of configuration reloads for re-initialization of devices;
- B. Capturing and maintaining inventory of assets per customer location;
- C. Maintaining customer site contact information; and
- D. Perform system code updates and loads:
 - (1) One free device code update per year (within same software feature set) and on request of customer; and
 - (2) Proactive software updates to fix software bug or security flaw.

7.6. Change Management. Post implementation, Sprint allows customer initiated Network Change Requests (“NCR”) and re-designs. Collectively, NCRs and re-designs are commonly referred to as MACs (i.e., Moves/Adds/Changes). Pricing for Change Management will be indicated in the Agreement. Sprint will manage and install all engineering changes on the device that are required by Sprint.

- A. Co-Management. Customers may request co-management for its Cisco routers under Sprint MNS Complete Solutions management. Co-management grants Customer read/write configuration access to perform certain commands. Customer must comply with the terms of the MNS Complete Co-Management Agreement. The MNS Complete Co-Management Agreement are available from Customer’s account team or support organization

8. MNS Collaborative Solutions. Sprint will provide the services listed below in subsections 8.1 through 8.4 (“MNS Collaborative Solutions”). If Customer terminates the associated Sprint transport or MNS Services before the end of the MNS Order Term, Customer will pay Sprint early termination liabilities for the MNS Services specified in Section 2 (Early Termination Liability) above. If Customer uses MNS Services in connection with transport services provided by one carrier and Customer elects to use another carrier to provide transport, Customer will pay an additional installation fee associated with the migration to the other carrier. The one-year minimum Order Term for the MNS Services will continue to apply based on the term of the Agreement.

8.1. Design.

- A. MNS will create device configuration and perform network management/monitoring design.
- B. Assisting Customer in gathering necessary router/device configuration information using a Sprint-provided form to be completed by Customer before installation.

8.2. Implementation.

- A. MNS will load device configuration and perform transport/device implementation and testing.
- B. Preparing the device configuration files; and
- C. Verifying the device connection to Sprint’s service center building the configuration files to the device; and verifying proper operation of the device.

8.3. Monitoring and Notification.

- A. Sprint will provide network monitoring and notification services 24 hours per day, 365 days per year by the remote polling of the devices and, if applicable, through receipt of SNMP traps that result in network center alarms.

8.4. Configuration Management. Sprint provides configuration management services that include the following:

- A. Storing of current device configurations and implementation of configuration reloads for re-initialization of devices upon customer request.

9. MNS Support Solutions – Monitoring and Notification. Sprint MNS Support Solutions - Monitoring and Notification is an end-to-end alarm and notification service supporting SNMP capable Customer Premises Equipment (CPE). If Customer terminates the associated Sprint transport or MNS Services before the end of the MNS Order Term, Customer will pay Sprint early termination liabilities for the MNS specified in Section 2 (Early Termination Liability) above. If Customer uses MNS in connection with transport services provided by one carrier and Customer elects to use another carrier to provide transport, Customer will pay an additional installation fee associated with the migration to the other carrier. The one-year minimum Order Term for the MNS Services will continue to apply based on the term of the Agreement. Sprint will provide the following support:

9.1. Monitoring. Sprint will proactively monitor the up/down status of Customer premises devices by the remote polling of the devices and, if applicable, through receipt of SNMP traps that result in network center alarms.

9.2. Notification. Sprint will auto notify Customer via email of device or network event.

9.3. Reporting. If applicable, customers will have access to performance reporting through a centralized web portal known as Compass.

10. MNS Wholesale Reseller. Sprint will provide the management services listed in subsections 10.1 through 10.6 ("MNS Wholesale Reseller") below. If Customer terminates the associated Sprint transport or MNS before the end of the Managed Network Services Order Term, Customer will pay Sprint early termination liabilities for the MNS specified in Section 2 (Early Termination Liability) above. If Customer uses MNS in connection with transport services provided by one carrier and Customer elects to use another carrier to provide transport, Customer will pay an additional installation fee associated with the migration to the other carrier. The one-year minimum Order Term for the MNS Services will continue to apply based on the term of the Agreement.

10.1. Design.

- A. MNS will create device configuration and perform network management/monitoring design.
- B. Assisting Customer in gathering necessary router/device configuration information using a Sprint-provided form to be completed by Customer before installation.

10.2. Implementation.

- A. MNS will load device configuration and perform transport/device implementation and testing.
- B. Preparing the device configuration files; and
- C. Verifying the device connection to Sprint's service center building the configuration files to the device; and verifying proper operation of the device.

10.3. Monitoring and Notification. Sprint will provide network monitoring and notification services 24 hours per day, 365 days per year.

10.4. Trouble Resolution.

- A. **Fault Management.** Sprint will provide fault management services 24 hours per day, 365 days per year. Fault management services include the detection, isolation, diagnosis, correction and Customer notification of network troubles. Sprint's service center operates a Simple Network Management Protocol (SNMP) based management system that provides real-time, graphics-oriented network management of routers/devices and associated communications links. This SNMP management system will be used for the initial screening of all Customer trouble reports. MNS will manage Customer's wide area network (WAN) including the transport and all terminating devices.
- B. **Single Point of Contact.** Sprint's service center provides a single point of contact for troubles associated with Services, 24 hours per day, 7 days per week ("24 x 7"). MNS Customers will utilize a designated Web portal (Compass) as the primary service contact and Sprint's service management center as a secondary service contact.
- C. **Trouble Ticket Handling.** A trouble ticket number from Sprint's automated ticketing system will be provided to the Customer help desk that reports the trouble. For each trouble report, Sprint will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Customer representatives will be kept apprised of the status of service restoration actions. Sprint will not close a trouble ticket until Customer has been notified that the problem has been corrected.
- D. **Dedicated In-Band Network Management Access.** Sprint will provide the first dedicated management link from the Customer network to Sprint's service center for MPLS, IP VPN, dedicated IP or SprintLink services. Additional management links, at Customer request, are Customer responsibility. For Sprint Clearline (or private line) service, Customer is responsible for the cost of an in-band transport link from a Customer site to Sprint's service center.
- E. **Backup Out-of-Band Network Management Access.** If Sprint's network management system can no longer access a device via the in-band portion of Customer's transport link, a technician will dial in to the modem port of the affected device. The technician will then be able to check the device and its ports for trouble. Customer will provide a standard switched business telephone line and modem for the backup, dial-in network management access as specified in Section 13.1.C below.
- F. **Third-Party Coordination.** Sprint will coordinate the services of any third party required to maintain portions of the Services, and Sprint will dispatch third-party technicians to perform on-site service as necessary.

10.5. Configuration Management. Sprint provides configuration management services that include the following:

- A. Storing of current device configurations and implementation of configuration reloads for re-initialization of devices;
- B. Capturing and maintaining inventory of assets per customer location;
- C. Maintaining customer site contact information; and
- D. Perform system code updates and loads:
 - (1) One free device code update per year (within same software feature set) and on request of customer; and

- (2) Proactive software updates to fix software bug or security flaw.

10.6. Change Management. Post implementation, Sprint allows customer initiated Network Change Requests (NCR) and Re-designs. Collectively, NCRs and Re-designs are commonly referred to as MACs (Moves/Add/Changes). Pricing for Change Management will be indicated in customers Service Agreement. Sprint will manage and install all engineering changes on the device that are required by Sprint.

11. MNS Wholesale Carrier. Sprint will provide the services listed in subsections 11.1 (Implementation) and 11.2 (Trouble Resolution) below. If Customer terminates the associated Sprint transport or MNS before the end of the Managed Network Services Order Term, Customer will pay Sprint early termination liabilities for the MNS specified in Section 2 (Early Termination Liability) above. If Customer uses MNS in connection with transport services provided by one carrier and Customer elects to use another carrier to provide transport, customer will pay an additional installation fee associated with the migration to the other carrier. The one-year minimum Order Term for the MNS Services will continue to apply based on the term of Customer's existing agreement with Sprint.

11.1. Implementation.

- A. MNS will load device configuration and perform transport/device implementation and testing.
- B. Preparing the device configuration files;

11.2. Trouble Resolution.

- A. **Third-Party Coordination.** Sprint will coordinate the services of any third party required to maintain portions of the Services, and Sprint will dispatch *third-party* technicians to perform on-site service as necessary.

12. Customer Premise Equipment Maintenance Services. For MNS Complete Solutions, MNS Wholesale Reseller and MNS Wholesale Carrier, CPE device maintenance is required (manufacturer maintenance). Sprint will provide and Customer will purchase from Sprint for the duration of the term the following maintenance services ("Maintenance Services") as set forth as a separate maintenance line item, in conjunction with MNS Complete Solutions.

12.1. Customer will specify one of the following maintenance plans on the Order:

- A. **Next Business Day Response Maintenance Service.** Sprint will provide Next Business Day Response Maintenance Service for Equipment during the principal period of maintenance ("PPM"). The Domestic PPM is 8:00 a.m. - 5:00 p.m., local time, Monday through Friday, excluding Sprint-designated holidays. The Global PPM is 8:00 a.m. - 5:00 p.m., local time, Monday through Friday, excluding Sprint-designated holidays. If a problem is covered under Sprint's Maintenance Services, all parts, labor, and travel expenses will be included. When Sprint verifies that a problem is covered under this Maintenance Service and it requires on-site support, Sprint will respond to Customer's affected site by the next-business day if that problem is verified by Sprint before 3:00 p.m. Central Time/Central Standard Time. Next business Day Response Maintenance Service is subject to geographic availability on a city-by-city basis.
- B. **Same Day (4 hour) Response Maintenance Service.** Sprint will provide same day response Maintenance Service for Equipment, 24 x 7, including Sprint-designated holidays. If a problem is covered under Sprint's Maintenance Services, all parts, labor, and travel expenses will be included. When Sprint verifies that a problem is covered under this Maintenance Service and it requires on-site support, Sprint will respond to Customer's affected site within 4 hours. This 4-hour response time is subject to geographic availability on a site-by-site basis.

13. Customer Responsibilities

13.1. Preparation for Services. Customer will, at its own expense:

- A. ensure that each Customer site is prepared to accept the equipment to be installed, including but not limited to, hard wired (non-switched) power outlets, any desired battery backups and surge protectors, rack mounts, rack mounting brackets and/or wallboards for mounting equipment;
- B. provide all inside wiring, including without limitation, any extended wiring that may be required to bring a circuit from the Telco demarcation to within five feet of the equipment being installed;
- C. For MNS Complete Solutions, provide a standard measured business telephone line and modem (Sprint will provide initial modem at no charge for Domestic locations). This dedicated measured business line must remain in service for as long as Sprint manages the Equipment to provide an out-of-band link to manage the equipment; and
- D. For MNS Complete Solutions, provide full and free access to the Equipment to provide Maintenance Services. If access is not available when required, Customer will pay Sprint a trip charge at Sprint's then current rates, and Customer will arrange another time for Sprint to provide Maintenance Services.

Customer will also be responsible for the on-going maintenance of all the aforementioned preparations.

13.2. Sprint Equipment. Customer will be responsible for all Sprint property and equipment located on Customer's premise to provide the MNS Services.

13.3. IP Addresses. Customer will have a valid InterNIC IP address on the WAN interface of each device managed by Sprint. Sprint will use Customer-provided IP addresses if the addresses belong to Customer and are registered with the InterNIC. For IP networks, if Customer does not have valid IP addresses, Customer may request valid addresses from the InterNIC or Customer may submit a request to SprintLink for valid IP addresses.

14. Customer-Provided Hardware or Software

14.1. Equipment Alteration. Customer is responsible for making any alteration, modification or attachment ("Equipment Alteration") to Equipment, for Customer's use to meet MNS Service specifications, and for the results of the Equipment Alteration.

14.2. Replacement of Customer-Provided Hardware or Software. At Customer's request, Sprint will replace Customer-provided hardware or software (except for Equipment Alteration) when such Customer provided hardware or software are directly interchangeable with Sprint maintenance parts. The replacement hardware and/or software will be replaced at Sprint's then-current public list prices.

14.3. End of Life Equipment Support.

A. To ensure that Sprint MNS provides innovative, maintainable, and cost effective products and services to our customers, some products and service may periodically be discontinued or migrated to end of life ("EOL") status due to:

- An Equipment vendor no longer supporting the requisite hardware;
- An Equipment vendor no longer supporting the requisite software; and/or
- Sprint may choose to discontinue support for a MNS product, service or hardware line due to significant technology changes or advances.

B. When a MNS product or service EOL is announced, the MNS product or service starts an EOL transition period. Customers are notified of the event and are asked to contact their account teams or their support organization to plan and budget to move to the next MNS product or Service versions. While Sprint will endeavor to notify Customer of EOL Equipment under management and assist Customer in migrating to supported technology, EOL management is ultimately the responsibility of Customer. During the EOL transition period, all affected MNS products and/or service will be supported per customer agreements through the end of their contract. After this period, Sprint MNS will no longer provide maintenance support and any established service level agreements will not apply.

15. Termination.

15.1 Fixed Monthly Equipment Rental Charges. Upon termination of the Agreement, in addition to other applicable charges and fees, Customer will pay Sprint a lump sum equal to 100% of the fixed monthly recurring Equipment rental charges set forth in the Order, multiplied by the number of months remaining in the Initial Order Term in accordance with the payment terms of the Agreement.

15.2 Return of Rented Equipment. Upon termination of the Agreement, Customer will immediately return any rented Equipment

16. General

16.1. Domestic Definition. The term "Domestic" as applied to MNS means the 48 contiguous states of the United States, Alaska, Hawaii and the District of Columbia.