

## SPRINT SOFTWARE-DEFINED WIDE AREA NETWORK PRODUCT ANNEX

The following terms and conditions, together with the applicable Sprint service agreement ("Agreement"), govern Sprint's provision and Customer's use of Sprint's Software-Defined Wide Area Network Service ("SD-WAN"). Capitalized terms not defined in this Sprint Software-Defined Wide Area Network Product Annex ("Annex") are defined in the Agreement.

1. **SD-WAN Components.** Sprint offers three SD-WAN solutions: (1) SD-WAN Complete, (2) SD-WAN Complete with Co-Management, and (3) SD-WAN Service with Meraki (collectively, the "SD-WAN Solutions").
  - 1.1. The first two solutions, SD-WAN Complete and SD-WAN Complete with Co-Management include the use of the SD-WAN CPE and software required at Customer's SD-WAN sites; a cloud-based management platform for configuration management, reporting, and business policy setup ("SD-WAN Platform"); access to cloud gateways for enhanced performance, cloud services enablement, and extension to Sprint private networks if necessary for Customer's network design requirements; and flexible service management tiers.
  - 1.2. The third solution, SD-WAN Service with Meraki, includes a cloud-based management platform called Meraki Dashboard for configuration management, reporting, and business policy setup, Meraki MX Security Appliance deployed on the Customer site, Meraki Advanced Security License, Managed Network Services, and flexible service management tiers.
2. **SD-WAN Features.**
  - 2.1. **Generally.** Each SD-WAN Solution includes the following features ("SD-WAN Features").
    - A. **Design.** Prior to installation, Sprint will assist Customer in gathering necessary router/device configuration information and Sprint will create a device configuration and network management/monitoring design for Customer.
    - B. **Implementation.** Sprint will prepare and load the SD-WAN CPE configuration files, and will implement and test any Sprint-provided transport and SD-WAN CPE to verify the SD-WAN CPE connection and operation.
    - C. **Connectivity Options; Traffic Steering.** Sprint can deploy SD-WAN over varying connectivity options and can support hybrid WAN scenarios in which a Customer site may have both private and public network connectivity, except where prohibited by law. For multi-path/multi-homed solutions, Customer can load-balance a site's traffic across multiple connections, or traffic can be steered across the most appropriate path, based on Customer's business policies and network conditions.
    - D. **Change Management.** Post implementation, Sprint allows Customer to initiate "Network Change Requests" ("NCRs") and re-designs. Not all NCRs or re-designs are available with all SD-WAN Solutions. Pricing for NCRs and redesigns is set forth in the Agreement.
    - E. **Monitoring and Notification; Performance Reporting.** Sprint will provide network monitoring and notification services 24 hours per day, 365 days per year. Sprint will coordinate the services of any third party required to maintain SD-WAN, and Sprint will dispatch third-party technicians to perform on-site service as necessary. Sprint will provide SD-WAN performance reporting and overall solution health via the SD-WAN Platform.
    - F. **Trouble Resolution.**
      - (1) **Fault Management.** Sprint's service center provides a single point of contact for fault management services 24 hours per day, 365 days per year. These fault management services include detecting, isolating, diagnosing, correcting and notifying Customer of network troubles.
      - (2) **Trouble Ticket Handling.** To report a service issue, Customer will utilize a designated Web portal as the primary service contact, and Sprint's service management center as a secondary service contact. Sprint will provide Customer's designated point of contact with a trouble ticket number from Sprint's automated ticketing system. Sprint will keep Customer reasonably 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. 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.
    - G. **Configuration Management.** As part of SD-WAN, Sprint provides configuration management services that include maintaining inventory of SD-WAN CPE at each Customer site; maintaining Customer site contact information; and performing system code updates and loads. Sprint will make periodic device code updates as needed, and will proactively provide software updates intended to address software bugs or security flaws. This connectivity and functionality is provided as part of the overall SD-WAN solution via the Orchestration component. It is the Customer's responsibility to ensure that the underlying networks are available as part of the overall solution.
3. **Invoicing.** Except as set forth below, Sprint will begin charging Customer for SD-WAN on the date SD-WAN is installed and available to Customer. Sprint will not issue any refunds for any payments made for SD-WAN.

#### 4. Delivery of SD-WAN.

**4.1. Delivery Date.** All delivery dates are approximate and are based on then-current lead times. Sprint will use commercially reasonable efforts to deliver SD-WAN by the delivery date specified in the Order (the "Original Delivery Date"). For sites outside of the United States, Customer will be the importer of record of the equipment, and Sprint will provide the necessary Commercial Invoice and Airway Bill of Lading to Customer for that purpose.

#### 4.2. Customer-Requested Delays; Cancellation.

- A.** Customer may request one delay in the delivery date of for SD-WAN if: (1) the delay does not exceed 30 calendar days from the Original Delivery Date; (2) Sprint receives Customer's written request for the delay at least 10 calendar days before the Original Delivery Date; and (3) Customer pays all charges Sprint incurs as a result of the delay. If Customer delays delivery of SD-WAN for more than 30 calendar days from the Original Delivery Date, Sprint will invoice Customer for SD-WAN beginning 30 calendar days from the Original Delivery Date.
- B.** If Customer is not ready for Sprint or its designated representative to install SD-WAN on the scheduled on-site installation date, Sprint will charge Customer the on-site installation charge stated in the Agreement for the initial attempted installation and an additional rework charge of \$500.00 for (1) each subsequent installation attempt that is delayed or interrupted due to Customer's failure to meet its obligations, and (2) the final successful installation attempt.
- C.** For Sprint-provided transport, a Customer-requested delay will not delay installation of the transport provided for SD-WAN. Sprint will begin billing for all associated Sprint transport charges on the Original Delivery Date.
- D.** If Sprint receives Customer's written notice to cancel SD-WAN prior to activation of SD-WAN, Customer will pay Sprint any applicable cancellation charges.

#### 5. SD-WAN CPE.

**5.1. Authorized Use.** For SD-WAN Complete and SD-WAN Complete with Co-Management options, Customer may install and use the SD-WAN CPE solely for the purposes of accessing and using SD-WAN, in compliance with the applicable laws in the country in which the SD-WAN CPE is installed. Customer is not authorized to disable or defeat any capacity-limiting feature of the SD-WAN CPE, or otherwise use the SD-WAN CPE at a greater capacity rate than the rate Customer purchases. Customer is not authorized to use the SD-WAN CPE with any unsupported hardware or software. If Customer utilizes SD-WAN at a higher bandwidth than the level Customer has purchased, or if Customer uses the SD-WAN CPE with unsupported hardware or software, Customer will be responsible for any additional fees. Sprint reserves the right to audit Customer's use of SD-WAN to ensure compliance with the terms of the Agreement. To the extent there are government restrictions or additional requirements on use of the encryption functions included in the SD-WAN CPE, Customer will be solely responsible for obtaining any necessary approval, licenses, or authorizations from the pertinent government authorities for use of encryption at that level.

**5.2. Identification of SD-WAN CPE.** If not already attached to SD-WAN CPE, Sprint may require Customer to affix plates or markings to SD-WAN CPE. Customer may not remove any such plates or markings.

**5.3. SD-WAN CPE Returns.** Customer may not return SD-WAN CPE without prior approval and specific shipping instructions from Sprint. To avoid a late return fee Customer must return defective SD-WAN CPE in accordance with said instructions within 15 calendar days from the date Customer receives replacement SD-WAN CPE. In addition to all other applicable charges, Customer will pay Sprint a restock charge on the return of SD-WAN CPE if: (A) the return is due to a Customer ordering error; (B) the SD-WAN CPE was damaged while in Customer's possession; (C) the return is due to Customer's late cancellation of an SD-WAN Order; or (D) the SD-WAN CPE manufacturer assesses a restock charge. For SD-WAN CPE at international (non-United States) sites, Customer will be the exporter of record of said equipment, will file any required shipper's export declarations, and will provide Sprint with the corresponding Commercial Invoice and Airway Bill of Lading in order for Sprint to clear United States customs.

**5.4. SD-WAN CPE Protections.** In order for Sprint to support the SD-WAN CPE, Customer must ensure that no party other than Sprint or Sprint's designated representatives will alter, attach or service the SD-WAN CPE, or permit any person to use the SD-WAN CPE, other than on Customer's behalf in connection with Customer's use of SD-WAN. Customer is directly responsible for the loss of, or any damage to, the SD-WAN CPE. Within 10 days of termination of SD-WAN, Customer must return the SD-WAN CPE to Sprint in the same condition as when delivered to the Customer, subject to reasonable wear and tear. If Sprint does not receive the SD-WAN CPE in such condition within such 10 days, Customer will be deemed to have purchased the SD-WAN CPE at list price, and Customer must pay Sprint in accordance with Sprint's invoicing terms and conditions.

**5.5. Changes to SD-WAN CPE.** Sprint will notify Customer of required or optional SD-WAN CPE hardware, software and/or firmware changes based on Sprint Orchestration platform upgrades. Customer will have 60 days following the notice to implement required changes. If Customer does not implement the required changes, SD-WAN may be adversely impacted. If Sprint determines that a change to the Orchestration platform is critical to ensure integrity of the SD-WAN Service (e.g.,

security issues), then Sprint will reasonably assist Customer in deploying required changes as soon as possible. For SD-WAN Complete and SD-WAN Service with Meraki, Sprint will deploy non-emergency, required changes during Sprint maintenance windows unless otherwise discussed with Customer.

- 5.6. SD-WAN CPE Moves.** Prior to any SD-WAN CPE moves between Customer locations, Customer must contact Sprint to ensure the move complies with Customer's most current SD-WAN network design and the terms of the Agreement.
- 6. Installation.** Sprint will (A) provide Customer with a list of "Customer Site Preparation Requirements" to be completed by Customer before installation; (B) perform a site survey by phone or in person; and (C) charge Customer a separate installation charge. Sprint may employ third parties for the actual on-site installation.
- 7. Customer Responsibilities.**
  - 7.1. Preparation for SD-WAN.** Customer will, at its own expense, ensure that each Customer site is prepared for the installation of the SD-WAN CPE, including (A) providing all inside wiring and extending, if necessary, any wiring necessary to bring a circuit from the demarcation point to within five feet of the SD-WAN CPE being installed, (B) having available hard wired (non-switched) power outlets, any desired battery backups and surge protectors, rack mounts, rack mounting brackets, wallboards for mounting equipment, and (C) preparing any existing Customer equipment as necessary. In addition, Customer will ensure that each site will continue to support the SD-WAN CPE for as long as Sprint provides SD-WAN.
  - 7.2. Maintenance Services.** For the SD-WAN Complete Solution and SD-WAN Service with Meraki, Customer will, at its own expense, provide full access to the SD-WAN CPE to enable Sprint 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.
  - 7.3. IP Addresses.** If necessary for Customer's network design requirements, Customer will have a valid public IP address on the Internet interface of each SD-WAN CPE device (registered with ARIN, APNIC, RIPE, NCC, AFRINIC, or LACNIC). For the avoidance of doubt, Sprint does not provide any publicly registered IP addressing. It is the Customer's responsibility to apply for registered public addressing with the regional authority responsible for assigning public IP addressing.
  - 7.4. End of Life SD-WAN CPE Migration.** SD-WAN CPE is included as part of the initial SD-WAN deployment. However, as SD-WAN technology evolves, Customer may need to upgrade SD-WAN CPE and corresponding software, at Customer's expense, according to the SD-WAN CPE manufacturer's support requirements. Sprint will provide reasonable advance notice of any SD-WAN CPE that will be discontinued, and will reasonably assist Customer in migrating to another supported technology. After the migration period Sprint will no longer be obligated to maintain any SD-WAN CPE that has been discontinued.
- 8. SD-WAN Terms and Conditions.**
  - 8.1. Limited Warranty.**
    - A.** Sprint warrants that the SD-WAN CPE will be free from defects in material and workmanship (the "Exclusive Warranty") during the Order Term. The Exclusive Warranty will apply only to the extent the SD-WAN CPE has (1) been installed, used and maintained in accordance with this Annex; (2) not been subject to any unauthorized modification or repair or attempts thereto; (3) not been connected to, or used in combination with, other incompatible equipment or systems; and (4) not been moved outside of the country where the SD-WAN CPE was originally installed.
    - B.** If any SD-WAN CPE fails to meet the Exclusive Warranty, then upon Customer's written request and pursuant to any warranty procedure published by Sprint, Sprint will, at Sprint's sole option and expense, promptly either repair or replace the SD-WAN CPE in question. The remedies specified in this Section will constitute Customer's sole and exclusive remedy and Sprint's sole and exclusive liability for SD-WAN CPE and Sprint's breach of the Exclusive Warranty hereunder.
    - C.** Sprint makes no other warranties or representations, express or implied, and Sprint expressly excludes and disclaims any and all warranties which may be implied or otherwise created by operation of law including without limitation all implied warranties of uninterrupted or error-free use or operation, merchantability, non-infringement or fitness for a particular purpose.
  - 8.2. Indemnification.** SD-WAN is not designed, intended, authorized, or warranted for use or inclusion in life support, nor in life endangering applications where failure or inaccuracy might cause death or personal injury; any such use or inclusion by Customer is fully at Customer's own risk, and Customer will indemnify and hold harmless Sprint and each of its suppliers from all resulting or related costs, loss, liability, and expense (including without limitation court and reasonable attorneys' fees).
  - 8.3. End User Subscription Agreement.** Customer must inform each end user that it must not use SD-WAN until the end user has agreed to the Supplier Service End User Subscription Agreement available at [www.velocloud.com/terms/subscription](http://www.velocloud.com/terms/subscription).

**9. International Availability for SD-WAN.**

- 9.1.** Unless otherwise specified on a per country basis, SD-WAN will be launched and sold on a regional basis. The five regions are 1) United States, 2) North America (NA, Canada), 3) Latin America (LATAM), 4) Europe (EMEA), and 5) Asia (APAC). All terms and conditions in this Product Annex are applicable to all regions where SD-WAN is available.
- 9.2.** SD-WAN is not available in Brazil, China, and Russia.
- 9.3.** India. SD-WAN is available in India if the following conditions are met:
- A.** Sprint will transfer ownership of the SD-WAN CPE to Customer.
  - B.** Sprint will manage Customer owned SD-WAN CPE.
  - C.** Sprint will perform the equipment management functions from outside of India.
  - D.** Sprint and Customer entities contracting for SD-WAN must be entities established in a country other than India (in most cases, the United States).
  - E.** Sprint invoices for SD-WAN will be sent to locations outside of India.
  - F.** Sprint will not market SD-WAN within India.
  - G.** Customer must establish all regulatory approvals related to the India Department of Telecommunications for encryption specific to Customer sites located in India. Sprint cannot apply for this approval on Customer's behalf.