

**SPRINT SMART UC
SERVICE LEVEL AGREEMENTS (“SLA”)
Effective Date: August 14, 2018**

1. POLICIES.

1.A. Eligibility. This SLA is available only for a customer who (1) is in full compliance with the terms of its Service Agreement, and (2) does not have a past due balance on its account

1.B. Service Credits. If Sprint determines, in its sole discretion, that (1) a customer meets the eligibility requirements set forth in Section 1.A, and in the particular service and performance commitments set forth below (“**Service Commitments**”), and (2) Sprint failed to meet an applicable Commitment, and such failure was not due to an exclusion set forth in Section 4, then Sprint will issue the applicable Service Credit to the customer as set forth below, not to exceed the limits set forth in Section 5. Sprint will apply approved Service Credit(s) to a customer’s invoice during the next billing cycle. Sprint’s determination as to whether a Commitment has been met will be final, binding and conclusive. Service Credits provided under this SLA will be the customer’s sole and exclusive remedy for Sprint’s failure to meet the Commitments.

2. DEFINITIONS. Capitalized terms not otherwise defined in this SLA will have the meanings set forth in a customer’s Service Agreement.

2.A. “Contract Year” means the 12-month billing period beginning on the first day of the month after a customer’s Service Agreement becomes effective and each successive 12-month billing period thereafter.

2.B. “Customer Commit Date” means the scheduled service installation date as determined by Sprint and communicated to a customer.

2.C. “Domestic” means any location within the 48 contiguous states of the United States, including the District of Columbia.

2.D. “End User” means a customer agent that is utilizing and assigned a Sprint Smart UC seat.

2.E. “International” means any location except those in the 48 contiguous states of the United States and the District of Columbia.

2.F. “No Trouble Found” means a customer reports a problem that cannot be duplicated by Sprint. For example, a customer reports an out-of-service condition, but Sprint sees its service up and active with no evidence of a recent outage.

2.G. “Service Agreement” means the agreement between a customer and Sprint for the purchase of MPLS VPN or Dedicated IP Services.

2.H. “Service Availability” means the percentage of the time in a given month voice services of the Smart UC Services were available. Service Availability is calculated as 1 minus a) total amount of validated Service Outage Time in minutes multiplied by the affected customer as measured by applicable Sprint trouble tickets, (excluding maintenance windows and planned outages) divided by the b) total amount of minutes in a calendar month (e.g. 30 days x 24 hours x minutes) (excluding maintenance windows and planned outages), expressed as 1-(a/b).

2.I. “Service Credit” means a portion or total of the MRC or NRC for the affected Site for which Sprint will issue a credit to a customer.

2.J. “Service Outage” means the unscheduled period, as verified by Sprint trouble ticket records, during which voice services of the Smart UC platform were unavailable.

2.K. “Service Outage Time” means the period beginning when customer opens a trouble ticket qualifying as Critical with Sprint for the Service Outage and continuing until the time such trouble ticket is cleared and the affected service is restored by Sprint.

2.L. “Site” means a single customer location.

2.M. “Time to Repair” means the time taken between opening a trouble ticket that qualified as Critical and resorting service for the affected customer.

3. SERVICE COMMITMENTS. If a customer believes Sprint has failed to meet one of the service delivery commitments set forth in this Section 3 (“**Service Commitments**”), the customer must submit a written request for a Service Credit to the customer’s Sprint account representative within 15 business days after the missed Service Commitment to be eligible for the applicable Service Credit.

3.A. Service Availability Commitment. Sprint will use reasonable efforts to restore the Smart UC services impacted in six (6) hours or less for a trouble ticket that qualifies as Critical as defined in the Support Process, otherwise a Service Availability Credit (the “Service Availability Credit”) for the impacted customer will be provided to the customer who submits an approved request through the Service Credits process. The Service Availability Credit for the impacted customer is equal to the applicable percentage of billed monthly recurring charges to Sprint for the impacted customer for the time the Smart UC

service was unavailable. The Service Availability commitment and associated Service Credits, as stated above, are set forth in Table 1 below:

TABLE 1: Service Availability Commitment by Service Type

| Service Type | Service Availability Requirement |
|------------------------|----------------------------------|
| Smart UC PBX | 99.99% |
| On-Demand ACD | 99.99% |
| Supervisor Dashboards | 99.9% |
| Advanced Reporting | 99.9% |
| Call Recording | 99.9% |
| Team-ONE Collaboration | 99.9% |

4. EXCLUSIONS AND AMENDMENTS

4.A. Exclusions. Sprint will not be obligated to pay any Service Credits for the failure to meet a commitment set forth in this SLA if the failure was due to:

- 4.A.1.** Circumstances or delays caused by the acts or omissions of the customer, its agents or vendors, including the failure of, or unavailability of, customer-owned or maintained equipment and/or facilities necessary to install the Services;
- 4.A.2.** A Force Majeure Event;
- 4.A.3.** Scheduled standard maintenance performed within the maintenance window. Sprint reserves the right to revise Standard Maintenance Window with 72 hours prior notice via email;
- 4.A.4.** Troubles resolved as “No Trouble Found”;
- 4.A.5.** Outages less than 60 seconds in duration;
- 4.A.6.** Misconfiguration by customer or any third party acting on customer’s behalf;
- 4.A.7.** Trouble tickets associated with new installations, including when customer is being added to an existing Account site, or when a new device is being provided to an existing Account;
- 4.A.8.** Interruption where customer elects not to release the service for testing and repair and continues to use the service on an impaired basis.;
- 4.A.9.** All Service Availability measurements exclude time attributed to customer’s delay in responding to Sprint requests for assistance to repair an outage;

4.B. Amendments. Sprint reserves the right to amend the Smart UC SLAs from time to time. Other Commitments in this SLA are applicable for 2 years from the date the Service is first ordered, after which time Sprint reserves the right to revert to the most current standard SLAs.

4.C. Cooperation. Sprint Technical Support must be able to reproduce errors in order to resolve them. The customer is expected to cooperate and work closely with Sprint to reproduce errors, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to the customer’s approval on a Support ticket-by-Support ticket basis, users may be asked to provide remote access to their Smart UC application and/or desktop system for troubleshooting purposes.

5. MAXIMUM SERVICE CREDITS

5.A. Maximum Monthly Service Credit. In no event will any Service Credits issued to a customer for a single calendar month under any will the cumulative total of the Service Availability Credits exceed customer’s monthly recurring charge. The monthly recurring charge does not include any non-recurring charges.

5.B. Maximum Yearly Service Credit. In no event will the combined cumulative total of Service Credits issued to a customer during a Contract Year exceed 20% of such customer’s total MRCs for Smart UC services invoiced during the Contract Year.