

SPRINT MANAGED INTERNET PROTOCOL TELEPHONY (“MIPT”) SERVICE PRODUCT ANNEX

The following terms and conditions in this Sprint Managed Internet Protocol Telephony (“MIPT”) Service Product Annex (this “MIPT Annex”), together with the Sprint Standard Terms and Conditions for Communications Services (the “Standard Terms and Conditions”) and/or the applicable Sprint service agreement (e.g., Sprint Master Service Agreement, Sprint MIPT Service Agreement, Sprint Customer Service Agreement) as may be amended from time to time (the “Agreement”) govern Sprint's provision and Customer's use of MIPT Services (“MIPT Services”) and related maintenance as specified in the applicable Sprint approved order form, Equipment Purchase Agreement, or statement of work, as applicable (“MIPT Order”). Capitalized terms not otherwise defined in this MIPT Annex will have the meanings set forth in the Standard Terms and Conditions or the Agreement. If a conflict exists between the Standard Terms and Conditions or the Agreement and the terms and conditions contained in this MIPT Annex, this MIPT Annex will control. For additional information, please contact your Sprint Sales Representative to provide detailed information on the MIPT Service descriptions.

1. MIPT SERVICES. Sprint MIPT Service is a network management service that supports IP-based voice Services (e.g., SIP Trunking, Sprint Hosted Collaboration Solution) utilizing Sprint and/or non-Sprint provided transport services and related customer premises CPE (“CPE”). Sprint's MIPT Service offerings includes, for example, CPE, day-to-day operational support, configuration management, network and CPE monitoring, proactive notification, fault management, trouble resolution, as well as network and device reporting. In addition, Sprint MIPT Services includes access to a web portal for Customer access into network detail information and reporting.

1.1 MIPT Service Levels Sprint offers MIPT Service in two service tiers or levels: Maintain & Monitor (Pro-Active Fault Monitoring or 2M); Maintain, Monitor & Manage (Complete Management or 3M)

A. Maintain & Monitor (Pro-Active Fault Monitoring or 2M): Sprint monitors Customer's network and CPE 7x24x365. Sprint's Managed Voice & Network Services (“MVNS”) operates a monitoring system that provides alarm thresholds and event faults at the application layer, the system layer, the physical server layer, and the call control layer, as well as device/port up/down status. Alarms or events received by Sprint's MVNS result in proactive investigation into network and/or device conditions. Customers are contacted within 30 minutes of any Service impacting events.

B. Maintain, Monitor & Manage (Complete Management or 3M): In addition to the features of the MIPT Service tiers above, Sprint provides Cisco performance reporting, back-up and configuration management, software management (including system patches, performance enhancing packages, and operating system patches), end-to-end design consulting, and security updates.

1.2 MIPT Service Exclusions. Sprint MIPT Services does NOT cover the following:

- A. Customer-caused CPE repair;
- B. Labor to repair regulated lines terminated into the CPE;
- 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.

2. ORDER TERM

2.1 Order Term. The initial Order term (the “Order Term”) for MIPT Services will be stated in the Agreement. However, the minimum Order Term for MIPT Service is one year. The Order Term for each specific unit of CPE will begin on the first day of the month following the date the MIPT Services are installed and available in connection with the CPE. After the MIPT Order Term expires, Sprint may continue to provide MIPT Services on a month-to-month basis under the terms, conditions and pricing in the Agreement, excluding minimum commitments, or, with advance notice, at standard list pricing unless either party provides the other with 60 days' advance written notice of its intent to terminate the Agreement and/or MIPT Services.

3. CUSTOMER PREMISE EQUIPMENT

3.1 Initial Purchase and Subsequent Upgrades. CPE may be purchased at a one-time purchase price from Sprint as specified in the MIPT Order. Rental of CPE is generally not available for MIPT Service unless prior written approval has been obtained from Sprint. CPE, hardware and software may need to be upgraded, at Customer's expense, according to the manufacturer's support requirements.

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

3.3 End of Life CPE Support. In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace certain offerings or technologies. In such event, Sprint will undertake such replacement efforts in a customer-focused and commercially reasonable manner and will provide its customers with periodic updates that provide relevant information. To ensure that Sprint provides innovative, maintainable, and cost effective Products and Services to our customers, specific Products and Services will periodically be discontinued or migrated to End of Life ("EOL") or End of Support ("EOS") status for reasons including, but not limited to, the vendor or manufacturer no longer supporting the hardware or software, or Sprint may choose to discontinue support for a particular Product, Service, hardware or software line due to significant technology changes or advances.

A. EOL/EOS Notification. For any CPE provided to Customer under the Agreement related to MIPT Services, Sprint will provide Customer with notification that such CPE is transitioning to EOL/EOS status. Upon receipt of such notice, Customers should contact its Sprint account teams or its support organization to plan and budget to migrate to the current Product or Service versions. While Sprint will endeavor to notify Customer of EOL/EOS CPE under management and assist Customer in migrating to supported technology, EOL/EOS management is ultimately the responsibility of Customer.

B. Replacement Hardware. Customer is responsible for replacing any required hardware prior to Sprint discontinuation or migration of the Product or Service. During the EOL/EOS transition period, all affected Products and Services will be supported in accordance with the terms and conditions of the Agreement. Upon the discontinuance of a Product or Service, if the Customer has not transitioned to supported CPE, Customer will be charged for any work Sprint performs at the current billable rates and Sprint will make commercially reasonable efforts to provide necessary support.

3.4 Existing Customer-Provided Hardware or Software. Customer may, for an additional fee, add CPE not provided by Sprint for MIPT support through a mutually agreeable written amendment to the MIPT Agreement. This CPE is subject to Sprint's right to inspect and validate such CPE to determine whether it is in acceptable condition and can be properly and/or economically maintained. To perform the inspection and validation, Sprint must be given physical and remote access to all CPE to be covered. Sprint will identify and determine, in its sole discretion, any repairs, adjustments, upgrades alterations or modifications necessary to bring Customer's CPE to a condition acceptable to Sprint and to meet MIPT Service specifications. Customer is responsible for making such repairs, adjustments, upgrades, alterations or modifications to Customer provided CPE at its expense. Customer is responsible for the performance results of all Customer provided CPE. The additional fee associated for added CPE will be invoiced to Customer no later than the next anniversary date of the Agreement. Customer-provided CPE is subject to the same terms for EOL/EOS as purchased or upgraded CPE. Sprint is not liable if a commercially reasonable change in MIPT Services or any other Sprint Products or Services causes Customer-provided CPE to become obsolete, require alteration, or perform at lower levels. At Customer's request, Sprint will replace Customer-provided hardware or software (except for CPE Alteration that has been altered or modified by Customer) at Sprint's then-current public list price when those parts are directly interchangeable with Sprint maintenance parts.

3.5 Third Party (3rd Party) Provided Hardware or Software. Sprint will not manage, cover, or have responsibility for any third party CPE that has not been validated by the CPE manufacturer. All requests to support third party CPE must be reviewed and pre-approved by Sprint on a case by case basis.

3.6 Property of Sprint. Customer acknowledges that Sprint may install at its sole discretion a data collection device at Customer's location to be used only to support remote diagnostic services and delivery of the Services. This CPE will remain the property of Sprint, and at the expiration or termination of this Agreement, Sprint will be entitled to enter Customer's premises to remove all Sprint property or CPE.

4. MAINTENANCE COVERAGE

4.1 Maintenance Coverage Plans. For MIPT Services, manufacturer coverage is required which provides Sprint with the ability to access the original CPE manufacturer for technical assistance support and parts replacement. Sprint will provide maintenance services ("**Maintenance Services**") under the Agreement as x described in the maintenance plans listed below. Charges for Maintenance Services will be set forth as a separate maintenance line item on Customer's invoice.

A. Next Business Day Response Maintenance Service (Standard 5x8). Sprint will provide next Business Day response Maintenance Service for CPE during the applicable principal period of maintenance ("**PPM**"). The Domestic PPM is 8:00 a.m. - 5:00 p.m. (local time of the site where work is being performed), Monday through Friday, excluding Sprint-designated holidays. 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. 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 (Extended 7x24). Sprint will provide same day response Maintenance Service for CPE, seven days a week, 24 hours a day, including Sprint-designated holidays. 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 four hours. This four hour response time is subject to geographic availability on a site-by-site basis.

C. The Maintenance Services applicable to Customer will be provided on the MIPT Service Order. If a problem is covered under Sprint's Maintenance Service, all parts, labor, and travel expenses will be included.

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

5. DELIVERY AND INSTALLATION

5.1 Delivery 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 MIPT Services by the delivery date agreed to by the parties and specified in the MIPT Order.

5.2 Customer Requested Delivery Delay.

A. Customer may request one delay in the delivery date of the MIPT Service set forth in the MIPT Order (the "Original Delivery Date") for a period not to exceed 30 calendar days from the Original Delivery Date if: (a) Sprint receives Customer's written request for such delay of the Original Delivery Date at least 10 calendar days before the Original Delivery Date; and (b) Customer pays any additional charges resulting from the requested delay. Customer's requested delay only applies to the MIPT Services Order. Sprint will begin billing for all associated Sprint transport or Managed Network Service ("**MNS**") charges on the installation or deployment date.

- i. If Customer delays delivery of the MIPT Service more than 30 calendar days from the Original Delivery Date, Sprint will invoice Customer for the MIPT Service charges beginning 30 calendar days from the Original Delivery Date.

- B. If Sprint receives Customer's written notice to cancel the affected MIPT Services within 30 days after the installation or deployment date, Customer will be responsible for any applicable cancellation charges and Sprint will invoice Customer for such cancellation charges in accordance with the applicable payment terms of the Agreement.

5.3 Installation. If the site and/or Customer is not properly prepared for installation of the CPE on the mutually agreed upon date of installation, Customer will be charged: (i) a base installation charge for the initial attempted installation; (ii) an additional installation re-work charge for each subsequent installation attempt that is delayed or interrupted due to Customer's failure to meet its obligations; and (iii) an installation charge upon the successful installation of the CPE. Sprint will begin billing for all associated Sprint transport or MNS charges on the installation or deployment date.

5.4 On-Site Installation Services. Implementation charges will vary depending on the MIPT Service configuration, design and implementation. Charges for installation of CPE appear on Customer's invoice as a separate line item. For the installation of CPE, Sprint will be responsible for providing a list of Customer site preparation requirements to be completed by the Customer prior to the installation of CPE.

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

6. CUSTOMER RESPONSIBILITIES

6.1 Initial MIPT Service Delivery and Maintenance. Customer will, at Customer's expense:

- A. Ensure each Customer site is prepared to accept the CPE installation, 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 CPE;
- B. Provide all inside wiring and cabling, including without limitation, any extended wiring or cabling that may be required to bring a circuit from the demarc to within five feet of the CPE being installed;
- C. Provide full and free access to the CPE to provide MIPT Service. 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 MIPT Maintenance Service;
- D. Be responsible for the on-going maintenance of all the aforementioned preparations;
- E. Provide the current configurations, if applicable, and storage of any configurations* (*Note that all initial configurations and backups performed by Sprint must be handled under a separate, billable project with a detailed statement of work); and
- F. Be responsible for purchasing the hardware necessary to perform voice over internet protocol monitoring for Customer's applications managed by Sprint.

6.2 Customer Software Management and Maintenance. Customer will, at Customer's expense:

- A. Use and maintain a level of software supported by the manufacturer or as may be required to correct a Customer-reported software problem or upgrade to a supported software level;

- B. Maintain current licenses or sublicenses for the software, comply with all applicable licensing terms and conditions, and maintain the requisite level of software which does not include the cost of the actual software for any software upgrade;
- C. Be responsible for the comprehensive back up of magnetically or electronically stored data;
- D. Provide the secured file transfer protocol server and disk space for storage of the backup files;
- E. Ensure that all backup files are accessible by Sprint should the need arise for Sprint to access such backup files to restore a system; and
- F. Provide to Sprint service personnel with all backup copies of software configurations if required to resolve MIPT Service issues.

6.3 Software Upgrades. Sprint will provide remote labor to support up to one major upgrade per calendar year. All labor associated with subsequent software upgrade(s) will be billable and quoted separately.

- A. Any manufacturer's software or software subscription coverage must be purchased separately. Customer has the option of purchasing the software outright or Customer may purchase a manufacturer's software subscription service plan which may provide application software for major upgrades.
- B. Any software upgrade would require Customer to purchase the newer software version and Customer is responsible for any applicable charges associated with any onsite technician labor.

6.4 Customer Premises Requirements

- A. **Premise Conditions.** Customer will maintain environmental conditions at the site according to the specifications established by the CPE manufacturer. At a minimum, the relevant 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. **Electrical Requirements.** Customer will provide all electrical service necessary to support the CPE, including but not limited to, providing electric current, outlets and ground wire connections to the premises, and installation of communications facilities or connections, such as the local telephone extension (or toll free domestic access to Sprint) adjacent to the CPE for the use by Sprint's MIPT Service personnel.
- C. **Premise Floor Plan.** Customer will provide necessary openings and ducts for cable and conductors in floors and walls, and floor plans and/or blueprints showing the location of such opening and ducts. The floor plans and/or blueprints will also show the locations and types of CPE installed.
- D. **Sprint CPE and Property.** Customer will be responsible for all Sprint CPE and property located on Customer's premise in conjunction with the MIPT Services.
- E. **Licenses and Permits.** Unless otherwise agreed in writing, Customer must obtain any necessary consents, approvals, licenses, and permits for MIPT Service of the CPE on the premises where the CPE is installed, unless otherwise agreed in writing.
- F. **Remote Access.** Customer will provide remote access to allow Sprint to verify that the configuration and revision levels of all CPE are supportable.
- G. **Manufacturer Compliance Requirements.** Customer will be responsible for all costs associated with all hardware, software and labor required to bring all CPE to supportable levels.

- 6.5 Phone Maintenance.** Customer is responsible for any cost associated with manufacturer or vendor maintenance needed for any of Customer's phones.
- 6.6 Access to CPE.** Customer will give Sprint employees and subcontractors full and free access to the CPE to perform its responsibilities under the Agreement and this MIPT Annex, subject to Customer's reasonable internal security requirements. Full and free access includes providing remote access to the CPE via the Internet or via modem so that problems can be diagnosed and corrected remotely. Full and free access may also include providing a dedicated local telephone line or direct network access through a dedicated management link or virtual private network connection at Customer's expense. Customer must also provide Sprint employees and subcontractors physical access to the CPE to allow them to perform on-site services.
- 6.7 Co-Management.** If Co-Management is requested, Customer is required to sign Sprint's MIPT Co-Management Agreement and provide to Sprint, prior to any customer accounts being given full read-write access.
- 6.8 Monitoring.** Customer is responsible for purchasing the hardware necessary to run the voice over internet protocol monitoring application for Customer's applications managed by Sprint.
- 7. MIPT SERVICE ASSURANCE.** Sprint's Managed Voice and Network Services ("MVNS") will serve as the single point of contact for authorized Customer Designated Users for troubles associated with the MIPT Services, seven days a week, 24 hours a day, 365 days a year ("7 x 24 x 365"). Sprint will use commercially reasonable efforts to resolve trouble. Prior to contacting Sprint MVN, Customer will be responsible for Tier 1 Support of Service interruptions of the CPE. If Customer is unable to perform Tier 1 Support, Sprint reserves the right to bill Customer for Tier 1 Support activities as Billable Services (as further described below). Customer will, at Customer's expense:
- A.** Communicate with the Sprint MVNS by telephone through designated Customer technicians who are vendor trained and certified on the covered CPE. All Customer technicians who initiate contact with Sprint MVNS for Level 3 service must be vendor certified.
 - B.** Provide Sprint with the names of all designated Customer technicians in writing. Sprint reserves the right to deny access to any technician whose name was not previously provided by Customer to Sprint in writing.
 - C.** Provide reasonable access to the CPE through the Internet or via modem so that problems may be diagnosed and corrected remotely. Such access may include providing a dedicated local telephone line or direct network access through a dedicated management link.
 - D.** Provide Sprint employees and subcontractors full and free access to the CPE to perform the obligations under this Agreement, if an on-site technician is dispatched by Sprint, subject to Customer's reasonable internal security requirements.
 - E.** Provide Sprint with accurate information in connection with the MIPT Services. If Customer discovers any material error or omission in information provided to Sprint, Customer must promptly correct the information by providing updated, correct information to Sprint in writing. Sprint reserves the right to either: bill Customer for time and materials as MIPT Billable Services to fix any problem created by inaccurate or omitted information supplied by Customer or its agents or representatives, or to terminate the affected Services under the Agreement and this MIPT Annex without liability to Sprint.
 - F.** Unless otherwise agreed to in writing, Customer must obtain any necessary consents, approvals, licenses, and permits for Service of the CPE on the premises where the CPE is installed.
- 7.1 Web Portal Registration.** Customers are required to register in Sprint's web based portal which is a unique tool to help managed customers manage and grow their networks.
- 7.2 Outages.** Customer must provide Sprint with accurate information in connection with the MIPT Services covered under the Agreement and this MIPT Annex. If Customer discovers any material error or omission in information provided to Sprint, Customer must promptly correct the information by providing updated, correct information to Sprint in writing. Sprint reserves the right to either: (a) bill Customer for time and materials as MIPT Billable Services (as defined below) to fix any problems created by materially inaccurate or omitted information supplied by Customer, its agents or representatives; or (b) terminate the affected Services under the Agreement and this MIPT Annex without

liability. Customer will identify each outage report as either a Major Outage or a Minor Outage based on the following classification:

A. Major Outage. A major MIPT Service outage ("Major Outage) is a MIPT Service malfunction that results in or consisting of one or more of the following conditions:

- (1) Customer is experiencing a complete failure of the system or network (i.e., there is no incoming or outgoing communications to or from Customer's premise
- (2) no internal communications within the system
- (3) is 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) More than twenty percent (20%) of all telephones are out of service; and/or
- (7) More than twenty percent (20%) of all trunk circuits are out of service.

B. Minor Outage. A minor MIPT Service outage is a MIPT Service that is any malfunction other than a Major Outage.

(1) Level 1 and Level 2 Outages. Customer will be responsible for Tier 1 and Tier 2 support of service interruptions of the CPE.

(2) Level 3 Outages.

- A.** All communications with the Sprint Technical Assistance Center ("TAC") will be done by phone through designated Customer technicians who are vendor trained and certified on the covered CPE. All Customer technicians who initiate contact with Sprint for Level 3 service must be vendor certified.
- B.** Customer will provide Sprint with the names of all designated Customer technicians. Sprint reserves the right to deny access to any technician whose name was not previously provided by Customer to Sprint.
- C.** Customer's technicians will be required by the Sprint TAC to perform some or all of the following:
 - (i) Recreate the reported problem and describe previously attempted resolutions;
 - (ii) Provide on-site trouble shooting;
 - (iii) Provide historical feedback on trouble since first encountered by Customer's technicians;
 - (iv) Perform network traces and provide a network diagram upon request;
 - (v) Confirm that all circuits are currently working; and
 - (vi) Provide remote network access to Customer's switches.
- D.** Customer will provide reasonable access to the CPE 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.
- E.** Customer will give Sprint employees and subcontractors full and free access to the CPE to perform the obligations under this Agreement, if an on-site technician is dispatched by Sprint, subject to Customer's reasonable internal security requirements.
- F.** Customer must provide Sprint with accurate information in connection with the Services covered under this Agreement. 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 bill Customer for time and materials as Billable Services to fix any problem created by materially inaccurate or omitted information supplied by Customer or its agents, or to terminate this Agreement without liability.
- G.** Unless otherwise agreed to in writing, Customer must obtain any necessary consents, approvals, licenses, and permits for Service of the CPE on the premises where the CPE is installed.

7.3 Customer Caused Issues. If Customer (or Customer's agent or representative) causes any MIPT Service impacting change or issue, Sprint reserves the right to either: (a) bill Customer for time and materials as billable services to fix

the MIPT Service impacting change or issue; or (b) terminate the effected Services under the Agreement without liability to Sprint.

8. LIMITATIONS OF LIABILITY.

8.1 Hazardous Materials. Customer represents and warrants that MIPT Services and related services under the Agreement or this MIPT Annex performed by Sprint employees and sub-contractors will be performed in a safe working environment that complies with state, federal and local laws, rules and regulations. Further, Customer represents and warrants that 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**"). Customer understands and acknowledges that 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 MIPT Services or any related services pursuant to the Agreement or this MIPT Annex, Sprint will notify Customer of the existence of such Hazardous Materials and cease performance of MIPT Services and any related services that would necessitate exposure to such Hazardous Materials until the Customer has removed the Hazardous Materials. Sprint's performance of the activities and services described in 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, at Customer's expense, 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.

8.2 Vendor Serviced CPE. Sprint's sole responsibilities with respect to vendor serviced CPE are limited to the identification of the MIPT Service issue and transfer of the issue to the manufacturer or other third party approved by the manufacturer for resolution.

8.3 Resolution of a MIPT Service issue after it is transferred by Sprint will be governed by the terms and conditions of the applicable vendor's support program.

9. LIMITED WARRANTY. Sprint warrants to Customer that any and all services and deliverables provided by Sprint under this Agreement will be performed in a good workmanlike manner, and in accordance with recognized industry standards and in compliance with applicable laws and regulations. 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 services performed that does not conform to the warranty. If Sprint is unable to correct such nonconforming services, Sprint will refund the compensation received by Sprint for the non-conforming services. The warranty in this Section 10 (Limited Warranty) does not apply if: (A) Customer breaches the terms of this 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 CPE, such as abuse, misuse, damage, misappropriation or use in a manner other than intended; or (C) there is damage to the CPE by any cause not attributable to Sprint including without limitation, power irregularities, fire, earthquakes or acts of God or nature. Sprint makes no warranty for any CPE or software that is provided by third parties. EXCEPT AS AND ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, (1) PRODUCTS AND SERVICES ARE PROVIDED "AS IS"; AND (2) SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO CPE, MATERIAL, SERVICES AND SOFTWARE.

10. SPRINT RESPONSIBILITIES

10.1 MIPT Service Delivery. Sprint conduct hardware and network testing to ensure that Customer's network is ready to pass Customer traffic and meets Customer's solution design requirements. Sprint will participate with the Customer in

testing of any applicable back-up solution to ensure that Customer's back-up solution works as designed. Sprint will perform such testing on the scheduled date of installation.

- 10.2 Third-Party Coordination.** Sprint will coordinate the services of any third party required to maintain portions of the MIPT Services, and Sprint will dispatch third-party technicians to perform on-site service as necessary and previously agreed to with the applicable, required signed letter of authorization which provides Sprint with the authority to contact third party vendors on Customer's behalf.
- 10.3 Software Management.** Sprint will be responsible for acquiring, testing and the application of software patches and minor upgrades to resolve MIPT Service impacting conditions. Issues that are isolated will be escalated to the vendor and Sprint will manage the case until a resolution is determined. Sprint will provide remote labor to support up to one major upgrade per calendar year. All labor associated with subsequent software upgrade(s) will be billable and quoted separately.
- 10.4 Service Level Objectives ("SLOs").** Sprint will take commercially reasonable efforts to meet the SLOs set forth in the MIPT Service Description. Depending on the MIPT Service tier purchased, Sprint will provide SLOs for performance in the following five areas: (1) Site Implementation; (2) Mean Time to Pick-up (MTTP); (3) Moves/Adds/Changes (MAC); (4) Voice Quality; and (5) Product Security Incident Response Team (PSIRT). Sprint will not provide, and Customer will not receive, any financial remedies for Sprint's failure to meet any MIPT SLO. Sprint will use commercially reasonable efforts to provide the following:
- A. Two hour Response Time, remote or on-site, for a Level 3 Outage;
 - B. Access to the Sprint TAC by phone during Covered Hours;
 - C. Work-around solutions to reported Software problems as the result of Level 3 outages using generally accepted industry practices; and
 - D. Provision of necessary parts, if Customer has selected a service plan that covers parts.
- 10.5 Subcontracting.** Sprint may, at its option, subcontract MIPT Services provided to Customer. Such subcontract will not release Sprint from any of its obligations. Non-union employees may be utilized by Sprint, subject to applicable bargaining agreements.
- 10.6 Invoicing.** Sprint will begin charging Customer for MIPT Services on the date each device is installed and MIPT is available and pro-rate recurring charges for partial months on a 30-day basis.
- 10.7 Billable MIPT Services and Rate Elements.**
- A. **Billable MIPT Service.** Sprint may perform additional services upon Customer's request for an additional charge ("**Billable MIPT Services**"). Billable MIPT Services include, but are not limited to:
 - (1) **Restock Charge.** No CPE 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 CPE depending on the circumstances;
 - (2) **EOL Upgrades.** Customer will be responsible for all costs associated with all hardware, software and labor required to bring all CPE to supportable levels;
 - (3) **Post-EOL Support.** Once the EOL/EOS date has occurred, Customer will be charged for any work Sprint performs at the then current billable rates with no service level agreement or service level objective;
 - (4) **Take-Over.** Performing some level of MIPT Services on a limited basis to allow Sprint to bring Customer's existing network (hardware/application software/software configuration) into compliance with the Sprint/Manufacturer acceptable level prior to entering into any formal agreement with Customer to provide MIPT Service. These upgrades/modifications would be at an additional cost to Customer for any hardware, software and labor required;

- (5) **Maintenance Coverage.** For MIPT Service, Manufacturer Coverage is required. Sprint will provide and Customer will purchase Maintenance Services from Sprint. Technical or hardware 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 or hardware support provided by third party vendors and must reimburse Sprint for such payments in accordance with the payment terms in the Agreement;
- (6) **Installation Labor.** CPE Installation activities are not an MIPT Service feature therefore On-Site Installation is a separate billable line item charge;
- (7) **Trip Charge.** Customer is to provide full and free access to the CPE to allow Sprint to provide MIPT Service. 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 MIPT Maintenance Service;
- (8) **Hardware/Software Upgrades.** CPE and software may need to be upgraded, at Customer's expense, according to the manufacturer's support requirements;
- (9) **Labor for subsequent Upgrades:** Sprint will provide remote labor to support up to one major upgrade per calendar year. All labor associated with subsequent software upgrade(s) will be billable and quoted separately. All on-site labor is billable.
- (10) **Hardware Changes.** Performing Customer-specified hardware changes, including, but not limited to, adding or removing accessories, attachments or other devices, or moving or relocating the CPE;
- (11) **Software Changes.** Performing Customer-requested software changes such as scripting or other customized application development;
- (12) **Software Upgrade.** Any software upgrade would require Customer to purchase the newer version and be responsible for any applicable charges associated with the onsite technician labor;
- (13) **Configurations Changes.** Changes to the configuration of the MIPT Service covered CPE that provides new functionality, usability or appearance to the CPE. Customer is billed for onsite technician labor associated with dispatching to the site for configuration changes;
- (14) **Sprint-performed configurations and backups.** If Sprint is contracted to complete the initial software configuration and back-ups based on Customer's solution design and Scope of Work (SOW), Sprint will bill Customer for these activities. Each implementation will be uniquely designed to meet Customer's needs and the implementation charges will vary depending on the design and implementation;
- (15) **Monitoring & Turn Up.** A separate Monitoring & Turn Up non-recurring cost (NRC) will be applicable. Cost will vary depending on the MIPT Service tier or level Customer purchases.
- (16) **Customized Reporting:** Customer is responsible for all customized reporting costs.
- (17) **Troubleshooting Non-MIPT Covered CPE Caused-Issues:** Troubleshooting Software or hardware issues caused by products provided by parties other than Sprint that are attached to or otherwise integrated into the CPE and are not otherwise covered by the MIPT 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 CPE by Customer to its network;
- (18) **Resolving Non-MIPT Covered CPE Caused-Issues / Drop Ship Purchases:** Repairing or replacing malfunctioning hardware components and software releases that are not identified as being covered on the MIPT 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.

- (19) **Customer-caused Impact:** In the event a customer and/or another vendor on their behalf, makes a configuration change which causes a degraded service condition, or outage, and Sprint is required to initiate fix actions to restore MIPT service to a level prior to a customer modification, Sprint may bill the customer for these activities.
- (20) **Customer-Caused Dispatches for Incomplete Service Calls:** Dispatches to Customer's site for incomplete MIPT 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.
- (21) **MAC/ Engineering Requests:** Separate MAC charges will apply if the Customer does not wish to purchase the Unlimited Remote MAC package and/or does not utilize the web-based portal for self-service MACs.
- (22) **Early Termination:** In the event of an early termination, the Customer will pay according to the terms identified later in this document.
- (23) Performing other services except as provided in the MIPT Agreement or this MIPT Annex.
- (24) Troubleshooting Software or hardware issues caused by products, provided by parties other than Sprint, that are attached to or otherwise integrated into the CPE and are not otherwise covered by this Agreement, including resolving voice over data issues resulting from variation of network traffic patterns following initial installation or the addition of non-Sprint approved voice over data design CPE by Customer to its network;
- (25) Performing Customer-requested Software changes such as scripting or other customized application development;
- (26) Performing Customer-specified hardware changes, including, but not limited to adding or removing accessories, attachments or other devices, or moving or relocating the CPE;
- (27) Installing any hardware upgrade, Maintenance Release, or Software Major Release, including any hardware upgrade required to run upgraded Software;
- (28) Repairing or replacing malfunctioning hardware components and software releases. 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.
- (29) Installing replacement hardware components or software releases.
- (30) 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 one (1) hour labor at Sprint's then-current Maintenance labor rates;
- (31) Performing other services except as provided in this Agreement; or
- (32) Changes to the configuration of the covered CPE that provide new functionality, usability or appearance to the CPE.

B. Rate Elements. The following rate elements may apply to Billable Services:

- (1) Billable Services will be billed at Sprint's then-current labor rates;
- (2) Overtime Rate. Calls performed outside of Business Hours will be billed at Sprint's then-current overtime labor rates;
- (3) Service Charge. A service charge to cover Sprint's travel time will be applied to each Billable Service call. The charge will be at Sprint's then-current Maintenance service charge rates;

- (4) Expedite Fees. An expedite fee will be applied whenever Customer requests that Sprint expedite Billable Services beyond normal Response times. The charge will be at the then-current Maintenance Expedite Fee Rates;
- (5) Moves/Adds/Changes and Billable Services are billed in 15 minute increments, with a minimum of one hour billed for work performed during Business Hours.

11. TERMINATION

11.1 Customer Right to Termination. In addition to any other termination provisions contained in the Standard Terms and Conditions or in the Agreement, Customer may terminate MIPT Services during the Term by providing 30 days' written notice to Sprint.

A. Termination for Convenience. In the event of such termination for convenience, Customer will pay an amount equal to 100% of the monthly recurring charges associated with the terminated MIPT Services for each month remaining in the first year of the MIPT Order Term and 50% of the Monthly Recurring Charge for each month remaining in any subsequent year of the MIPT Order Term as well as early termination liabilities, any applicable shortfall liabilities and other applicable charges and fees as set forth in the Agreement. If Customer terminates the associated Sprint Managed Network Services Agreement (MNS) before the end of the MIPT Order Term, Customer will also pay Sprint early termination liabilities for MIPT Service as well as any applicable shortfall liabilities and other applicable charges and fees as set forth in the applicable Sprint Managed Network Services Agreement (MNS).

B. Upon early termination of the Agreement for any reason, all manufacturer support charges incurred by Sprint shall immediately become due and payable by Customer.

11.2 Sprint Termination Rights. Sprint may terminate this MIPT Annex or the MIPT Agreement "for cause" if Customer fails to cure the breach of any term or condition of this MIPT Annex or the MIPT Agreement within 30 days after receipt of written notice of the breach from Sprint.

A. Sprint may terminate the MIPT Service, this MIPT Annex and any effected portion of the Agreement with 30 days' notice to Customer if Sprint cannot obtain support from the CPE manufacturer.

B. Sprint reserves the right to terminate MIPT Services and this MIPT Annex without liability with at least 90 days' prior written notice to Customer.

C. If the Customer or its agents cause problems created by materially inaccurate or omitted information supplied to Sprint, or

D. If the Customer or its agents causes any MIPT Service impacting change

12. DISASTER RECOVERY

12.1 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 MIPT SERVICES, MIPT PRODUCT, MIPT CPE, 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.

12.2 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 Agreement.

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

13.1 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; and

13.2 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 MIPT Services.

14. DEFINITIONS

14.1 "Business Day" means Monday through Friday, excluding Sprint-observed holidays.

14.2 "Business Hours" means 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding Sprint-observed holidays.

14.3 Covered Hours for Repairs.

(1) For the Standard Technical Assistance Center Plan, "Covered Hours" means Business Hours.

(2) For the Extended Technical Assistance Center Plan, "Covered Hours" means 24 hours a day, 365 days a year.

14.4 "Customer Premises CPE" or "CPE" means those items of CPE listed in a Sprint-approved order form ("Order") and obtained by Customer under this Agreement. CPE includes appropriate licenses to use related software provided in connection with CPE and all parts, cables, repairs, additions and accessories to CPE.

14.5 "Designated User" Users that perform Tier 1 Help Desk triage prior to contacting Sprint for assistance and are listed with Sprint as an authorized contact for Customer.

14.6 "CPE" means Sprint MVNS serviced hardware and software to be covered by this MIPT Annex as identified in the Agreement. If the Agreement specifies "switch only", Sprint MVNS will only include CPE within Customer's designated CPE room and will exclude CPE and wiring from the surface jack to the desktop.

14.7 "Maintenance Release" means an incremental release of Software that provides maintenance fixes and may also provide additional Software features.

14.8 "Maintenance Services" means Sprint MIPT Maintenance or "Maintain Services" which is a tiered offering providing professional services with proactive or reactive break/fix support on a broad line of approved voice and data Products (with 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 Sprint's ticketing system will be provided to Customer during the reporting of a trouble.

14.9 "Major Release" means a release of Software that provides additional Software features and/or functions, commonly referred to as upgrades.

14.10 Response Time means the time interval between when a support request is made to the Sprint TAC by the designated Customer technicians and the time Sprint TAC service personnel begin analyzing the system.

14.11 "Software" means the machine-readable object code procedures and programs licensed or sublicensed by a third party and/or Sprint to Customer.

14.12 "Tier Support" means the following level or "tiers" of support:

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- A. **Tier 1** – Requires Customer to perform various responsibilities, such as collection of relevant information, problem identification and analysis, initial diagnosis, trouble shooting and possible resolution.
 - B. **Tier 2** – Requires a higher level of product knowledge and skill sets beyond Tier 1 to conduct increasingly sophisticated trouble shooting practices and problem resolution until exhausted.
 - C. **Tier 3** – Requires Customer to exhaust all internal escalation procedures to resolve the problem. Contact with the Sprint TAC, if required, will be initiated by the designated Customer technicians.

14.13 “Vendor Serviced CPE” means devices identified by Sprint on the covered CPE list in the MIPT Cover Agreement that will be serviced directly by the CPE vendor and is subject to limited coverage under this MIPT Annex. Sprint’s sole responsibilities with respect to Vendor Serviced CPE 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.