



**SPRINT GLOBAL SIP TRUNKING SERVICE  
SERVICE LEVEL AGREEMENT  
Effective: October 5, 2015**

1. **Policy.** As one indicator of Sprint's service commitment, Sprint provides Service Level Agreements ("SLAs") covering services and performs ongoing measurement of its service metrics. This Sprint SIP Trunking Service Level Agreement ("SIP Trunking Service SLA") is separate from Sprint's Global MPLS VPN SLAs. If an Eligible Customer experiences performance that does not meet the metrics set forth in this SIP Trunking Service SLA, then Sprint will issue the Eligible Customer a Service Credit.
2. **Service Commitments.** Sprint realizes that business depends on effective communications—that is why Sprint provides SLAs with every service agreement on key data Products. Sprint has made the following Sprint SIP Trunking Service ("SIP Trunking Service") specific service commitments to provide a high level of service.

**A. SIP Trunking Installation Commitment**

- (1) If it takes Sprint longer than the time specified in Table 1 to install the SIP Trunking Service ("SIP Trunking Installation Commitment"), then Sprint will issue a Service Credit to an Eligible Customer. Installation of the SIP Trunking Service includes SIP Trunk provisioning and a successful test call so that the SIP Trunking Service is ready for Customer's use, as Sprint determines in its sole discretion.
- (2) Sprint measures the installation time by counting the number of business days between: (a) the order entry date; and (b) the date Sprint completes the first successful test call in the implementation test plan. Before Sprint can place Customer's Order, the following items must be completed: (1) Sprint and Customer must have a signed service agreement for Sprint Trunking Service; (2) Sprint and Customer must have a final, signed SIP Trunking Service statement of work; (3) Sprint and Customer must have a completed and approved SIP Trunking Service network design document; (4) Customer must have already installed Sprint Global MPLS VPN Service at Customer location(s) where the SIP Trunking Service terminates; (5) Customer must configure border gateway protocol ("BGP") on its MPLS network that it will use for SIP Trunking Service; and (6) Customer must configure quality of service ("QoS") on its Sprint Global MPLS VPN Service network that it will use for Sprint SIP Trunking Service. This SIP Trunking Installation Commitment is only valid if Sprint has available capacity at the time the Order is placed.
- (3) To be an Eligible Customer for the SIP Trunking Installation Commitment, Customer must pay the SIP Trunking Service Net One-Time Charges (NRC).
- (4) If an Eligible Customer believes that Sprint has failed to meet the SIP Trunking Installation Commitment, then Eligible Customer must contact its Sprint account representative in writing within 15 business days of the failure. Upon Sprint's verification that it missed the SIP Trunking Installation Commitment, then Sprint will issue a Service Credit to Eligible Customer. Sprint will apply approved Service Credits to Eligible Customer's invoice during the next billing cycle. Sprint's decisions on the SIP Trunking Service SLA or associated Service Credits are final and binding and are within Sprint's sole discretion.

**Table 1 – SIP Trunking Installation Commitment**

<i>Service Region</i>	<i>Commitment</i>	<i>Service Credit</i>
<i>SIP Trunking - US</i>	<i>30 business days</i>	<i>50% of the SIP Trunking Service Net One-Time Charge (NRC) in the affected region</i>
<i>SIP Trunking - Europe</i>	<i>30 business days</i>	<i>50% of the SIP Trunking Service Net One-Time Charge (NRC) in the affected region</i>
<i>SIP Trunking - Canada</i>	<i>40 business days</i>	<i>50% of the SIP Trunking Service Net One-Time Charge (NRC) in the affected region</i>



## B. SIP Trunking Availability Commitment

- (1) If the measured regional SIP Trunking service availability percentage is less than 99.999%, then Sprint will issue a Service Credit to the Eligible Customer ("**SIP Trunking Availability Commitment**"). Sprint will calculate the availability for the SIP Trunking Service as follows: (i) total number of minutes in the Measurement Period (continuous time); minus (ii) minutes of SIP Trunking Service Outage Time during the Measurement Period; divided by (iii) total number of minutes in Measurement Period (continuous time); multiplied by (iv) 100.

**Table 2 – SIP Trunking Availability Commitment**

<i>Service Region</i>	<i>Commitment</i>	<i>Service Credit</i>
<i>SIP Trunking - US</i>	<i>99.999%</i>	<i>5% of the SIP Trunking Service MRC in the affected region</i>
<i>SIP Trunking - Europe</i>	<i>99.999%</i>	<i>5% of the SIP Trunking Service MRC in the affected region</i>
<i>SIP Trunking - Canada</i>	<i>99.999%</i>	<i>5% of the SIP Trunking Service MRC in the affected region</i>

- (2) If an Eligible Customer believes that Sprint has failed to meet its SIP Trunking Availability Commitment, Eligible Customer must notify its Sprint account representative in writing within 15 business days of the failure. Upon Sprint's verification that the SIP Trunking Availability Commitment was not met, Sprint will issue a Service Credit to the Eligible Customer. If the measured SIP Trunking Service availability percentage is less than 99.999%, then Sprint will issue a Service Credit equal to 5% of Eligible Customer's MRC of the SIP Trunking Service charges, in the affected region, excluding access and port charges. The Service Credit will not exceed the limits set forth in section 4 (Maximum Service Credits) below.
- (3) To qualify for the SIP Trunking Availability Commitment, Eligible Customer must have Sprint Global MPLS at the location(s) where the SIP Trunking Service terminates.
- (4) To qualify for the SIP Trunking Availability Commitment, Eligible Customer must have physically diverse SIP Service Trunk Groups.
- (5) Sprint will apply approved Service Credit(s) to an Eligible Customer's invoice during the next billing cycle. Sprint's decisions concerning this SLA or associated Service Credits is final, binding, and conclusive and are within Sprint's sole discretion. Eligible Customer may receive either the SIP Trunking Availability Service Credit or the SIP Trunking MTTR Service Credit, for a given region and Measurement Period, but not both.

## C. SIP Trunking Mean Time to Repair (MTTR) Commitment

- (1) If the measured regional SIP Trunking MTTR is greater than the amount specified in Table 3 (SIP Trunking MTTR Commitment) below, then Sprint will issue a Service Credit to the Eligible Customer ("**SIP Trunking MTTR Commitment**"). Sprint will calculate the MTTR for the SIP Trunking Service as follows: (i) total SIP Trunking Outage Time, in a given region, over the Measurement Period; divided by (ii) the total number of tickets.

**Table 3 – SIP Trunking MTTR Commitment**

<i>Service Region</i>	<i>Commitment</i>	<i>Service Credit</i>
<i>SIP Trunking - US</i>	<i>4 hours</i>	<i>5% of the SIP Trunking Service MRC in the affected region</i>
<i>SIP Trunking - Europe</i>	<i>4 hours</i>	<i>5% of the SIP Trunking Service MRC in the affected region</i>



<i>Service Region</i>	<i>Commitment</i>	<i>Service Credit</i>
<i>SIP Trunking - Canada</i>	<i>4 hours</i>	<i>5% of the SIP Trunking Service MRC in the affected region</i>

- (2) If an Eligible Customer believes that Sprint has failed to meet its SIP Trunking MTTR Commitment, Eligible Customer must notify its Sprint account representative in writing within 15 business days of the failure. Upon Sprint's verification that the SIP Trunking MTTR Commitment was not met, Sprint will issue a Service Credit to the Eligible Customer equal to 5% of Eligible Customer's MRC of the SIP Trunking Service charges, in the affected region, excluding access and port charges. The Service Credit will not exceed the limits in section 4 (Maximum Service Credits) below.
- (3) To qualify for the SIP Trunking MTTR Commitment, Eligible Customer must have Sprint Global MPLS at the location(s) where the SIP Trunking Service terminates.
- (4) To qualify for the SIP Trunking MTTR Commitment, Eligible Customer must have physically diverse SIP Service Trunk Groups.
- (5) Sprint will apply approved Service Credit(s) to an Eligible Customer's invoice during the next billing cycle. Sprint's decisions concerning this SLA or associated Service Credits is final, binding, and conclusive and are within Sprint's sole discretion. Eligible Customer may receive either the SIP Trunking Availability Service Credit or the SIP Trunking MTTR Service Credit, for a given region and Measurement Period, but not both.

**3. Exclusions From Sprint SIP Trunking Service SLA.** The following are excluded from this SIP Trunking Service SLA:

- A. Maintenance, whether scheduled or unscheduled.
- B. SIP Trunking Outage Time attributed to Eligible Customer's delay in responding to Sprint's requests for assistance to repair an outage or failure to release the circuit for intrusive testing.
- C. SIP Trunking Outages due to the malfunction of non-Sprint managed Eligible Customer equipment (including session border controller ("SBCs")) and wiring beyond the network interface and outages due to or extended as a result of Eligible Customer's denial to Sprint of access to affected SIP Trunking Service components.
- D. SIP Trunking Outages caused by customer-provided access facilities.
- E. SIP Trunking Outages due to changes made to SIP Trunking Services at Eligible Customer's request where (a) Sprint has informed Eligible Customer about the SIP Trunking Outage in advance and (b) Sprint has accommodated Eligible Customer's reasonable objections as to the timing and duration of the SIP Trunking Outages.
- F. SIP Trunking Outages caused by Eligible Customer requested test-assists.
- G. Performance violations or Outages due to a Force Majeure Event (defined below).
- H. SIP Trunking Outages resolved as No Trouble Found.
- I. SIP Trunking Outages with SIP Trunking Outage Time of less than 60 seconds.
- J. Eligible Customer's failure to materially comply with its obligations as set forth in Eligible Customer's service agreement for Sprint Global MPLS VPN Service, including without limitation failure to pay valid past-due amounts or order suspensions due to Eligible Customer's credit worthiness.
- K. If a Sprint Global MPLS VPN Service outage impacts SIP Trunking Service, then Eligible Customer will not receive a Service Credit under this SIP Trunking Service SLA but Eligible Customer may receive a credit under the Sprint Global MPLS VPN Service SLAs.
- L. Eligible Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by the Eligible Customer to use the SIP Trunking Services.
- M. **CUSTOMER DELAYS. ANY CUSTOMER-CAUSED DELAYS WILL EXTEND THE INSTALLATION INTERVAL DUE DATE BASED ON THE EXISTING SLA COMMITMENT PLUS THE NUMBER OF DAYS DUE TO CUSTOMER-CAUSED DELAYS.**
- N. **IMPLEMENTATIONS USING EQUIPMENT THAT IS NOT AUTHORIZED OR CERTIFIED BY SPRINT.**



- O. Telephone number porting is excluded from the SIP Trunking Installation Interval SLA. There are no SLAs associated with the porting of existing telephone numbers.

#### 4. Maximum Service Credits

- A. **Monthly Service Credits Maximum.** Service Credits issued in any month under this SLA will not exceed Eligible Customer's total SIP Trunking Service MRC for the affected SIP Trunking Service.
- B. **YEARLY SERVICE CREDITS MAXIMUM. THE COMBINED CUMULATIVE TOTAL OF SERVICE CREDITS ISSUED DURING A CONTRACT YEAR UNDER THIS SLA WILL NOT EXCEED 20% OF ELIGIBLE CUSTOMER'S TOTAL SIP TRUNKING SERVICE MRC FOR THE AFFECTED SIP TRUNKING SERVICE.**
- C. **DEFINITIONS – CAPITALIZED TERMS NOT DEFINED HERE ARE DEFINED IN THE APPLICABLE SERVICE AGREEMENT.**
- D. **"Eligible Customer"** means any customer that has purchased SIP Trunking Service from Sprint or a Sprint Authorized Partner with a minimum 2 year term commitment; is in full compliance with the terms of its service agreement; customer has Sprint Global MPLS VPN Service at customer location(s) where the SIP Trunking Service terminates; and customer's service agreement states that this Sprint SIP Trunking Service SLA applies.
- E. **"MEASUREMENT PERIOD" MEANS A CALENDAR MONTH.**
- F. **"NO TROUBLE FOUND" MEANS A SPRINT CUSTOMER REPORTS A PROBLEM THAT CANNOT BE DUPLICATED BY SPRINT. FOR EXAMPLE, CUSTOMER REPORTS AN OUT-OF-SERVICE CONDITION, BUT SPRINT SEES ITS SERVICE UP AND ACTIVE WITH NO EVIDENCE OF A RECENT OUTAGE.**
- G. **"SERVICE CREDIT" MEANS A FINANCIAL REMEDY FOR A FAILURE TO MEET THE APPLICABLE SERVICE COMMITMENT OF A PORTION OF OR THE TOTAL AMOUNT DUE OF THE MONTHLY RECURRING OR NON-RECURRING CHARGE FOR THE AFFECTED SERVICE.**
- H. **"SEVERITY-ONE TROUBLE TICKET" MEANS A REGIONAL TOTAL OUT OF SERVICE CONDITION WHERE THERE IS A COMPLETE FAILURE OF THE ABILITY TO MAKE OR RECEIVE LOCAL OR LONG DISTANCE CALLS AS DOCUMENTED IN SPRINT'S TICKET SYSTEM (TRS).**
- I. **"SIP TRUNKING OUTAGE" MEANS WHEN ELIGIBLE CUSTOMER HAS NO AVAILABLE SIP TRUNKS WITHIN THE SIP NETWORK, IN A GIVEN REGION. A SIP TRUNKING OUTAGE DOES NOT INCLUDE SITUATIONS WHERE A PORTION OF ELIGIBLE CUSTOMER'S CALLS CANNOT BE COMPLETED OR WHERE ONLY A PORTION OF ELIGIBLE CUSTOMER'S USERS ARE IMPACTED BY THE FAILURE, IN A GIVEN REGION.**
- J. **"SIP Trunking Outage Time"** means the period of time between opening a Severity-One Trouble Ticket for SIP Trunking Outage until the SIP Trunking Service is restored.
- K. **"SIP Trunk"** means the unique Customer SIP trunk or call path.

5. **Amendments.** Sprint reserves the right to amend this SIP Trunking Service SLA from time to time.

6. **Force Majeure.** Neither party will be responsible for any delay, interruption or other failure to perform under this SLA due to acts, events or causes beyond the reasonable control of the responsible party (a **"Force Majeure Event"**). Force Majeure Events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a LEC's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and court orders and governmental decrees.