

SPRINT WORKPLACE-AS-A-SERVICE PRODUCT ANNEX

This Sprint Workplace-as-a-Service Product Annex (this "Annex") contains the terms and conditions, together with the Sprint Standard Terms and Conditions for Communication Services ("Standard Terms and Conditions") or the Sprint Master Services or Custom Service Agreement, as applicable (the "Agreement") that will govern Sprint's provision and Customer's use of Sprint Workplace-as-a-Service ("Workplace") as specified in the Order for Workplace or Statement of Work, as applicable (the "Order"). Capitalized terms not defined in this Annex are defined in the Agreement or the Standard Terms and Conditions. If a conflict exists between the Standard Terms and Conditions or the Agreement and this Annex, the terms and conditions of this Annex will control.

1. Sprint Workplace-as-a-Service (Workplace) Description.

1.1. General. Workplace is a fully managed converged solution that combines business grade wireline and wireless communications with productivity tools as defined below. In the event that the Customer site requirements exceed those defined below, additional charges may apply.

A. Wide Area Network ("WAN").

- (1) Sprint will provide a Ethernet WAN access circuit into the Workplace Site that will deliver at a minimum circuit size equivalent to 500KB per Workplace Seat based on the Workplace number of Seats (as defined below) agreed upon within the Site Order Authorization. In example: at a minimum, a 10M access circuit will be implemented for a Workplace Site that has an Order Authorization with 20 Seats (20*500,000=10,000,000);
- (2) Network Port sized to accommodate specifications as stated above;
- (3) L2/L3 switching/routing equipment with 12 available 10/100/1000 switch access ports available for enablement; and
- (4) When deployed over Sprint's private MPLS network, Workplace is configured with a basic firewall policy to allow all traffic out and block all but stateful traffic into the firewall. When deployed over the Internet, Workplace is configured with an advanced firewall, default intrusion detection/prevention and basic URL/web content filtering.

B. Managed Wireless Local Area Network ("WLAN"). Sprint will conduct a site survey based on the Customer provided floor plan to determine proper WiFi coverage throughout the Customer facility. The site will be deployed with a minimum of -65dBm throughout the facility.

C. Unified Communications (UC). Audio/video conferencing, online collaboration, instant messaging and presence. UC features may vary depending on device type, deployment, software revisions or customized use of the integrated solution. Refer to Microsoft's website at: <https://support.office.com/en-us/article/Privacy-supplement-for-Microsoft-Lync-2013-f2100fe5-20f2-4f87-a986-2a823b013b41?ui=en-US&rs=en-US&ad=US#toc310436620> for the most current LHPv2 platform features.

D. Enterprise Grade Voice. Unlimited local and domestic long distance calling, engineered for non-blocking prioritized SIP to PSTN (Public Switched Telephone Network) voice service.

E. Mobile Device Software and Management ("MDM"). AirWatch mobile device management software compatible with Sprint wireless devices or the option of carrier agnostic Bring Your Own Device ("BYOD").

F. Wireless Modem. Deployed for out of band management of all Workplace equipment deployed at the Site referred to herein as "Enabling Equipment".

G. Service Maintenance and Management. Workplace Enabling Equipment is included as part of the Workplace Service. During the Order Term all Enabling Equipment is monitored, configured and maintained by Sprint. At the end of the Order Term or cancellation of the Service, Enabling Equipment is no longer monitored and maintained by Sprint.

1.2. Workplace Primary Service Component. The Workplace Primary Service Component is the "Seat". A Seat is access granted to a secure user of Workplace defined as the offering. Each Seat includes a Unified Communications Software License; a MDM software license; and access to the Site Infrastructure.

2. Optional Workplace Components. Sprint provides the following optional components that Customer may opt to purchase as part of Workplace:

2.1. Basic Guest WiFi Service. Basic Guest WiFi service is a site level guest solution that provides a guest service set identifier (SSID) with open authentication and a basic Customer logo splash page.

- 2.2. **Standard Guest WiFi.** Standard Guest WiFi service supports up to 25 simultaneous authenticated guest users/devices. There are three authentication options available: single “click-here-I-agree”; SMS authentication; or Promo Code. Standard Guest WiFi Service provides the ability for Customer to customize the guest splash page template, includes end user help desk support and the deployment of a ViaSat MikroTik Access Controller.
- 2.3. **Premium Guest WiFi.** Standard Guest WiFi service supports up to 50 simultaneous authenticated guest users/devices. There are three authentication options available: single “click-here-I-agree”; SMS authentication; or Promo Code. Standard Guest WiFi Service provides the ability for Customer to customize the guest splash page template, includes end user help desk support and the deployment of a ViaSat MikroTik Access Controller.
- 2.4. **Incremental WAN Bandwidth.** Workplace entitlements include 10M per 20 users. Incremental WAN bandwidth enables Workplace Customers to increase WAN bandwidth in 10M increments to support and prioritize non-Workplace applications such as Guest WiFi.
- 2.5. **MDM Extend.** Allows Workplace Customers to extend the Workplace MDM solution to non-Workplace users to apply a consistent BYOD management solution across their enterprise.
- 2.6. **Office Phones/Power Brick.** Compatible office phones and power bricks (external power supply) can be purchased for a one-time fee from Sprint as set forth in the Agreement or may be provided by Customer.
- 2.7. **Conference Room Phones.** Conference room phone rentals are preconfigured with Standard Voice Enabled Skype for Business. Each preconfigured phone includes maintenance support during the Order Term. Conference room phone models will be updated periodically based on manufacturer availability. Prices are subject to change and will be quoted at time of order.
- 2.8. **Skype of Business Line (no phone).** Customer may select to provide a Skype for Business compatible conference room phone. Customer provided conference room phones will be subject to the Skype for Business Line, LAN Cabling and Truck Roll fees as set forth in the Agreement.
- 2.9. **Optional Voice Services.**
 - A. **Auto Attendant.** Auto Attendant is a customizable recorded greeting that provides prompts for routing the caller. Auto Attendant is defined by the Customer at each business. Auto Attendant requires one telephone number as the main or primary business telephone number that provides the customized menu. Charges for Auto Attendant will apply as set forth in the Agreement.
 - B. **Response Groups.** Response Groups enable features such as time of day routing where the user controls the call destination by responding to interactive questions in the Skype for Business System through Exchange. Charges for Response Groups will apply as set forth in the Agreement.
 - C. **Persistent Chat Room.** A Persistent Chat Room allows users to have group conversations, search for, join and participate in group chat conversations, search content, and create filters to track conversations on particular topics. Charges for Persistent Chat Rooms will apply as set forth in the Agreement.
 - D. **Simultaneous Conference Attendees.** Up to 25 simultaneous conference attendees are included. Conference attendees can be increased in 25 conference attendee increments upon written request, subject to fees as set forth in the Agreement.
- 2.10. **Telephone Number (TN) Blocks.** Customer may retain up to 200 unassigned TNs at no charge. Retention of greater than 200 unassigned TNs will be billable in increments of 100. Unassigned TN blocks will be calculated based on reserved TNs on the 1st day of each month and will be invoiced in arrears. The Non-recurring Charges will be displayed on the site with the most unassigned TNs. If multiple sites have equal number of TNs the charge will be displayed on the first site/account encountered.

3. Sprint Responsibilities.

- 3.1. **Project Management.** Sprint will provide project management, including coordinating with Customer on fulfillment of Customer’s responsibilities, as set forth in Section 4 below.
- 3.2. **Facilitate Customer’s Requests.** Sprint will use commercially reasonable efforts to comply with Customer requests to port existing local telephone numbers and toll free telephone numbers from the losing carrier. Sprint cannot guarantee local number portability in all locations due to geographic limitations. Sprint will use commercially reasonable efforts to comply with Customer requests to port existing telephone numbers to Workplace on or before the requested cut over date but Sprint is not responsible or liable for any third party delays in porting. Sprint will notify Customer if Sprint cannot port all of the requested numbers. If a number cannot be ported a new number will be assigned.
- 3.3. Network Design, Installation & Testing.

- A. Sprint will obtain Customer authorization for network design prior to implementing the solution
- B. Sprint will install and ensure all aspects of documented design are operational during the scheduled site installation, including:
 - (1) Wireless SSID and Authentication as configured;
 - (2) Wired LAN ports and/or corporate connectivity ports;
 - (3) WAN circuit ingress/egress with policy validation;
 - (4) Inband and out of band access;
 - (5) Syslog integration to Sprint management systems;
 - (6) Ping/trace route to subnets for SfB services;
 - (7) Testing of service on pre-identified devices;
 - (8) Verify LAN cabling connected to correct switch/firewall ports;
 - (9) Verify SfB connectivity from local IP phones and a representative laptop/mobile device over WiFi/LAN; and
 - (10) Items agreed upon between Customer and Sprint prior to scheduling the installation.

Post install issues not identified to be tested during the installation will be addressed via a post install trouble ticket.

- 3.4. **Monitoring and Notification Services.** Sprint will provide network monitoring services 24 hours per day, 7 days per week, 365 days per year, ("24x7x365"). No proactive tickets on security events will be provided to Customer. Customers may be notified of critical security alerts by the IP Services Operations Center.
- 3.5. **Trouble Reporting.** Sprint will provide Customer access to a toll-free number for Workplace support 24x7x365.
- 3.6. **Fault Management.** Sprint will provide fault management services 24x7x365. These fault management services include, but are not limited to, the detection, isolation, diagnosis and correction of network troubles.
- 3.6. **Trouble Ticket Handling.** A trouble ticket number from Sprint's ticketing system will be provided to Customer's designated point of contact that reports the trouble. For each trouble report, Sprint will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Customer representatives will be kept apprised of the status of corrective actions. Sprint will not close a trouble ticket opened by Customer until Customer has been notified that the problem has been corrected. Customer will be charged an amount equal to the Delay/Cancellation Fee as set forth in the Agreement for a preschedule technician dispatch for which the technician is denied access to the building.
- 3.7. **Replacement/Repair of Enabling Equipment Due to Loss Event.** If a Loss Event (as defined below) occurs, at Customer's expense, Sprint will either:
 - A. restore the affected Enabling Equipment to good condition and working order; or
 - B. replace the affected Enabling Equipment with comparable Enabling Equipment or software to good condition and working order.

4. Customer Responsibilities.

- 4.1. **Site Questionnaire.** Gather the information necessary to complete the WPaaS Site Questionnaire.
- 4.2. **Site Survey.** Provide floor plans and provide date, time, and access for physical site survey; and allow access provider to survey facility and provide results back to Sprint.
- 4.3. **Site Readiness.** Site readiness describes the minimum Site requirements related to circuit entrance and/or demarcation extension, power (including an alternative or power source), environmental, ground, security, and overall Site preparations for a successful installation of Workplace. Customer is responsible for all negotiations, permits and communications with the building owner/leasing agent as it relates to Site construction and readiness, including but not limited to: (i) notifying Sprint and the LEC when all Site readiness requirements have been met; and (ii) providing a suitable environment for equipment based on manufacture specifications. Workplace requires a consistent power source. Therefore Customer should provide a back-up power source via generator, uninterrupted power supply, or other conventional backup/conditioning devices.
- 4.4. **Design Approval.** Review and approve final design to be implemented.

4.5. Workplace Enablement. Customer is responsible for participating on project calls and promptly providing all information requested by or on behalf of Sprint or its agents as required to configure Workplace in a timely manner. This includes, but is not limited to, information required to initiate TN Porting, configure Skype for Business Domain, firewall policy, Web Content Filtering and Seats.

4.6. Installation Readiness.

- A. Customer must identify all existing non-Workplace applications requiring integration, configuration and testing during the design phase. Customer applications not identified in the final design scope will be addressed via a post install trouble ticket or redesign request.
- B. Perform the DNS changes for the Digicert request.
- C. Coordinate scheduling of Skype for Business user training.

Due to the multitude of device types, operation systems and software drivers, a trouble ticket is required to address device specific WiFi connectivity and/or Skype for Business feature issues. Prior to reporting issues the customer should ensure that their device drivers are updated and current with the manufacturer drivers.

4.7. Ancillary Equipment. Customer is responsible for providing Skype for Business compatible desktop, hosted exchange and wireless equipment (e.g., headsets, handsets, laptops or other end user devices).

4.5 Loss Event Regarding Enabling Equipment. If any Enabling Equipment, in whole or in part, is lost, stolen, damaged, or destroyed, or is taken in any condemnation or similar proceeding (a "Loss Event"), Customer will immediately notify Sprint in writing and pay to Sprint, within 30 days of the Loss Event, an amount equal to cost to Sprint to replacement the lost, stolen, damaged or destroyed equipment.

5. Installation, Cancellation, Delay and Early Termination.

5.1. Installation. Workplace installations are scheduled Monday through Friday between the hours of 8:00am -5:00pm local time. Upon approval by Sprint, rates for Customer requested after hours installations will be quoted on an individual case basis and are subject Customer's prior approval.

5.2. Cancellation.

A. Cancellation Prior to Installation. Upon receipt of the Order Authorization, Customer may cancel an Order at any time prior to Site installation provided that Customer must pay any actual costs incurred by Sprint including but not limited to access cancellation fees and the cost of the Enabling Equipment. Title to Enabling Equipment will pass to Customer upon Sprint's receipt of payment in full for the Enabling Equipment.

B. Cancellation Post Installation. Customer may cancel an Order at any time after Site installation provided that Customer will be charged for the Enabling Equipment and any applicable early termination or other fees as set forth in the Agreement. Title to Enabling Equipment will pass to Customer upon Sprint's receipt of payment in full for the Enabling Equipment.

5.3. Delay Provision. Any Customer caused delay in the installation of Workplace will be subject to the Delay Fee and other applicable fees as set forth in the Agreement unless Customer notifies Sprint 24 hours in advance of the actual dispatch of the technician.

5.4. Early Termination Liability. If Sprint terminates the applicable Attachment or the Agreement due to Customer's material breach, or Customer terminates the applicable Attachment or the Agreement without cause, Customer will pay Sprint, in addition to all other applicable charges stipulated in a Special Customer Arrangement ("SCA").

A. Standard or Premium Guest WiFi service will be subject to early termination liability equal to the Guest WiFi MRC (Standard or Premium, as applicable) multiplied by the number of months remaining in the Order Term multiplied by 50%.

B. Incremental Bandwidth will be subject to early termination liability equal to the Customer specified incremental bandwidth MRC multiplied by the number of months remaining in the Order Term.

C. Conference Room Phones will be subject to early termination liability equal to the applicable MRC multiplied by the number of months remaining in the Order Term.

D. If Workplace is terminated prior to completion of the Site Order Term, Customer will be liable for early termination fees as set forth in the Agreement. Title to Enabling Equipment will pass to Customer upon Sprint's receipt of early termination fees.

6. Add, Change and Disconnect Orders. All Customer initiated changes must be submitted in an Order Authorization form.

6.1. Site Redesign. Any applicable charges for Site redesign(s) will be quoted at the time of submission of the Site redesign request and will require Customer written approval prior to initiation of the Site redesign.

- 6.2. Addition of Seats.** The addition of new Seats during the Order Term that do not result in a full site redesign will be conterminous with the existing Site Order Term.
- 6.3. Technician Dispatch.** Customer requested changes requiring the dispatch of a technician to complete cabling will be subject to the Truck Roll & Cabling fees as set forth in the agreement.
- 6.4. Change Management.** Post implementation, Sprint allows Customer initiated Network Change Requests ("NCR"). NCRs will be subject to fees as set forth in the Agreement. Sprint will manage and install all engineering changes on Workplace devices (See Exhibit 1 to this Annex for NCR categories). Change requests not defined or categorized in this Annex shall be defined or categorized by Sprint, in its sole discretion, upon receipt of request. NCRs are based on the following criteria:
- A.** Simple changes are completed within 24 hours, Monday – Friday;
 - B.** Complex changes are completed within 72 hours, Monday – Friday;
 - C.** Sprint includes up to 120 Simple device changes per Customer, per calendar year, as part of Workplace at no additional charge;
 - D.** A single request may require a single device configuration change or require multiple device configuration changes. Therefore a single NCR request may equate to multiple device changes and count as such; and
 - E.** Simple NCRs on an expedited or emergency basis may be submitted through the trouble ticket process and will be subject to a \$200.00 Non-recurring Charge.
- 6.5. Site Disconnect.** Billing for a site will end 30 days from the date of receipt of the disconnect request.
- 6.6 Disposition of Enabling Equipment.** Subject to the requirements set forth in Section 5.4.D above, title to Enabling Equipment will pass to Customer upon expiration of the applicable Attachment, Order or the Agreement.
- 7. Invoicing.** Monthly Recurring Charges are billed in advance. The first and last invoices will include prorated MRCs based on the first and last day of the active Workplace Service. International usage-based charges will be billed in arrears.
- 8. Service Level Agreement.** All applicable Workplace Service Level Agreements posted at <http://www.sprint.com/business/support/serviceLevelAgreements.html> will apply during the Order Term. Sprint may amend SLAs from time to time.

**Exhibit 1 to Sprint Workplace-as-a-Service Product Annex
Workplace Network Change Requests**

Workplace Network Change Requests (NCRs)	
<u>Simple Changes</u>	<u>Simple Security Changes</u>
Access List Changes	Firewall Rules Change
Add/Delete/Modify Group	Firewall Logfile Retrieval
Add/Delete/Modify Group Filter	Firewall Logfile Parser
Add/Delete/Modify DNS and WINServer IP Addresses	Firewall Snapshot Request
LAN Interface Changes	Content Filtering (white / black list) changes
Add/Delete Routing Protocol	<u>Complex Changes</u>
Add/Delete/Modify Static Routes	Other
WAN Interface Changes	Customer Provided Public IP Address and Default Gateway Change
User Account Changes	Route Add/Delete/Modify
Modify Class of Service	DHCP (Only Add to existing subnet). Subnet must be contiguous
Push new SSIDs with new passphrase using existing VLAN to AP's	User IP Address Pool Change
Broadcast or hide the SSID. The SSID name remains the same.	Delete WLAN (if the customer has more than one)
Open POE Port(s) on Switch.	Add or remove Access Point frequencies
Modify existing HSRP configuration.	DHCP (Changing to a different subnet), would involve re-addressing managed objects