

## ATM OVER PEERLESS IP SERVICE PRODUCT ANNEX

The following terms and conditions, together with the Sprint Master Services Agreement, Custom Service Agreement or other Sprint agreement ("Agreement") and the Sprint Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions") will govern Sprint's provision and Customer's use of ATM over Peerless IP (the "Services") specified in the applicable order ("Order").

1. **Services Description.** ATM over Peerless IP is an ATM offering provided over Sprint's native Peerless IP backbone ("PIP"). The Services are enabled via the Layer 2 Tunneling Protocol version 3 (L2TPv3), which allows layer 2 traffic to be encapsulated and securely tunneled over PIP.
2. **Order Term.** The initial Order Term for the Services will be stated in the Order and will begin on the first day of the billing month following the date the Services are installed and available to Customer. At the end of the initial Order Term, the term will renew on a month-to-month basis. Either party may terminate the Order at the end of the initial term or during a renewal term by providing the other party at least 30 days' prior written notice.
3. **Primary Service Components**

3.1. The primary service components for the Services are as follows:

- A. **Port.** A Port is the physical entrance to the Sprint network.
  - (1) **Port Charges.** Sprint will charge Customer a Non-Recurring Charge ("NRC") and a fixed Monthly Recurring Charge ("MRC") for each Port.
  - (2) **Port Upgrades.** Customer may upgrade an existing Port before an Order Term expires without incurring early termination liabilities for that Port, if the upgraded Port: (1) is installed at the same location as the replaced Port; (2) is installed within 10 days after the replaced Port is disconnected; (3) has an Order Term equal to or greater than the remaining Order Term of the replaced Port, subject to a one year minimum; and (4) has greater Port bandwidth than the replaced Port.
  - (3) **Additional Port Terms and Conditions.** Ports are subject to availability of capacity. If Customer's Port resides in a Sprint Shared Tenant facility, Customer is responsible for working with the site vendor to order the cross connect and will be invoiced by the site vendor for any fees associated with the cross-connect. In addition, if Customer elects to disconnect Services at a Shared Tenant facility, Customer must first present Sprint proof of cross-connect disconnection with the site vendor.
- B. **PVCs/Tunnels.** A tunnel acts as the ATM over Peerless IP's permanent virtual connection ("PVC"), which is the logical connection between two Ports. Sprint may charge Customer a one-time "Incremental Tunnel Charge" for each tunnel that exceeds Sprint's Maximum Tunnel Threshold. Maximum Tunnel Threshold is calculated as follows:

(Customer's total number of ATM over Peerless IP Ports on its ATM over Peerless IP network minus 1) multiplied by (2).

Example: If Customer has 4 ATM over Peerless IP Ports on its network and a total of 10 tunnels connecting those Ports, Sprint may charge Customer a one-time per tunnel installation charge for 4 tunnels.

- (1) **SLATM service categories**

**Variable Bit Rate, Non-Real Time (VBR-nrt)** For each VBR-nrt PVC, Customer will select the PVC's PCR to define the maximum rate at which user traffic will be allowed to traverse the Customer's remote end SLATM port, and the PVC's SCR.

**Unspecified Bit Rate (UBR)** For UBR PVCs, a specific PCR and SCR are not assigned and cells may be received at the Customer's remote end SLATM port up to the port bandwidth (less ATM overhead) if it is available.

4. **Additional Required Components.** The Services also require Customer to have the following:
  - 4.1. **Dedicated Local Access.** Dedicated local access is required for the Services. Customer may purchase Sprint-provided local access facilities, which will be provided under separate agreement with Sprint, or Customer may provide its own local access facilities.
  - 4.2. **Customer Premise Equipment (“CPE”).** CPE is required for the Services. Customer may elect to purchase CPE from Sprint or provide its own CPE. CPE includes, but is not limited to the following:
    - A. **Channel Service Unit/ Digital Service Unit (“CSU/DSU”).** Access services may require a single CSU/DSU, multiple CSU/DSUs, or an internal router card with CSU/DSU functionality, depending on the access bandwidth and desired configuration. Customer-provided CSU/DSUs must be Sprint-certified to be used with the Services.
    - B. **ATM Access Device or ATM Compatible Router.** Unless Customer has separately contracted with Sprint to provide additional support services, Customer is fully responsible for the router, including configuration, maintenance, and management. If Customer elects not to obtain a router from Sprint, Customer must furnish the necessary ancillary equipment (cables, routing software, etc.) to ensure interoperability with the Services.
5. **Invoicing** MRCs are billed in advance for all services provided during the following billing period. The first and last invoices will include prorated MRCs based on the first and last day of service.
6. **Network Monitoring**
  - 6.1. As part of the Services, Sprint provides Customer a trouble resolution team available to respond to Customer’s issues 24 hours a day, 365 days a year. Customer may elect to purchase additional monitoring and management services as described in Section 7 below.
  - 6.2. Sprint will provide a trouble ticket number from Sprint’s automated Trouble Reporting System (“TRS”) to Customer’s help desk that reports the trouble. For each trouble report, TRS will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Sprint will keep Customer’s representatives apprised of the status of service restoration actions.
7. **Enhanced Monitoring and Managed Services.** For customers interested in purchasing enhanced monitoring and managed services for the Services, Sprint offers the following:
  - 7.1 **Managed Network Services.** These services include a comprehensive suite of management and implementation services that support multi-protocol Wide Area Networks (WANs) and Local Area Networks (LANs) utilizing Sprint and non-Sprint provided transport services. These services support customer premises-based routers, IP-VPN devices, switches, hubs, servers, and applications worldwide. Sprint Managed Network Services is comprised of engineering, design, and implementation of customer networks, including WAN transport; LANs and CPE; day-to-day operational support; configuration management; network and CPE monitoring; proactive notification; fault management; trouble resolution; and network and device performance reporting.
  - 7.2 **Sprint E-mail Protection Services.** These services provide inbound and outbound content blocking, policy management, anti-virus and spam management (including message quarantine service), disaster recovery, outbound anti-virus management and SMTP Services, web reports, and web administration.
  - 7.3 **Managed Security Services.** These services include a comprehensive suite of management and implementation services that support security related functionality. The services support firewall, intrusion detection and prevention services, DDOS detection and mitigation, and URL and content filtering. Customer entitlements include engineering; design and implementation of services; day-to-day operational support; configuration management; security event monitoring; proactive notification; fault management; trouble resolution; and network and security event reporting.
8. **Service Level Agreement.** All applicable Service Level Agreements, as Sprint may amend them from time to time, will apply during the Order Term.