

SPRINT NEXTEL HOSTED CONTACT CENTER PRODUCT ANNEX

1. The following terms and conditions in this Sprint Hosted Contact Center Product Annex (“Annex”), together with the Sprint Standard Terms and Conditions for Communications Services or Sprint Master or Sprint Custom Services Agreement, as applicable, will govern Sprint’s provision and Customer’s use of Sprint Hosted Contact Center Products and Services (the “HCC Solution”) as specified in the applicable order or statement of work (“Order”).

2. DEFINITIONS

- 2.1 “Courier Repair” is any minor repair that requires a part to be replaced and/or a Sprint or vendor resource to be dispatched to complete the repair onsite.
- 2.2 “Hosted Network Assessment” (“HNA”) is also referred to as a “network assessment.” A HNA is a survey to determine whether the existing infrastructure is capable of supporting the implementation of Hosted Contact Center. It may be performed remotely, on-site or in combination. The HNA is a valid basis for implementation activities for 90 days unless the Customer makes network-impacting changes between the times the HNA is concluded and Services are installed.
- 2.3 “MACs” are moves, adds, and changes.
- A. Simple MACs are defined as administrative work performed at the user level.
 - B. Complex MACs are defined as administrative or configuration work performed at the system, network, or application level.
 - C. Remote MACs are services provided without the need to dispatch a technician.
 - (1) “Remote Simple” MACs are related to extension assignments, abbreviated dial buttons, announcement assignment [Customer records the announcement(s)], call coverage paths, and feature access codes.
 - (2) “Remote Complex” MAC are services such as abbreviated dial lists, call pickup groups, hunt groups, and vectoring.
- 2.4 “Seat” is a logged in agent-user.
- 2.5 “Services Start Date” means the date specified in the applicable Contract Order
- 2.6 “Software” means the computer programs in object code form that Customer orders or Sprint delivers under the Agreement, whether as stand-alone products or pre-installed on any hardware or other equipment.
- 2.7 “Station” is a physical location or port where calls are being recorded or ports have been assigned for users.
- 2.8 “Supported Products” means products identified in the Service Description (Sec 2) of this Agreement as those underlying products and services which constitute the Hosted Contact Center Solution. Supported Products include Third Party Products to the extent specific Third Party Products are identified in the Contract Order.
- 2.9 “Updates” means all new versions of the Software that Sprint makes generally available to its HCC Solutions customers. Updates are changes in the Software that typically provide maintenance correction only, but do not introduce new optional features. An Update is typically designated with a non-zero decimal as its version number, such as “3.1.”
- 2.10 “Upgrades” means a new release of the HCC Solution and the products that comprise the applicable HCC Solution including Software with additional features and functionality. This means a change that moves to a major release, usually designated by a whole number as its version number, such as 3.0.

3. **SERVICE DESCRIPTION:** The HCC Solution is comprised of one or more of the following:

3.1 HCC standard base configuration:

- A. **Voice Call Center Base Configuration.** Call Management System (real-time and historical reporting), ACD with Call Vectoring and Skill Routing, Call Center Supervisor Desktop Applications. Sprint has pre-engineered the call center solution based on the following metrics:
 - (1) 1.4 DS0 trunks per agent seat.
 - (2) One supervisor client for every 15 agent seats
 - (3) Software license support for each agent desktop and IP hard phone

- (4) 250 media gateways for multiple site deployments
- (5) 10% of the deployed agency capacity for Hosted IP Telephony seats, excluding hard phones and soft phones
- (6) 8 analog ports per media gateway for Fax, Music-On-Hold or other analog devices.

3.2 The following standard product functionalities can be added to the base configuration for an additional charge:

- A. Outbound Calling:** Dialer (PDS or Predictive Dialer System). Predictive outbound, inbound/outbound blending
- B. Self-Service.** Interactive Voice Response, digit collection and text to speech call prompting
- C. Call Recording.** Full-time, Quality, Meeting and Executive Recording
- D. Advanced Computer Telephony Integration (CTI).** Software for multi-channel workflow, real-time and historical reporting, and business rules predictive routing
- E. Email Channel**
- F. IP Hardphones**

3.3 Non-standard optional components: The following non-standard components may also be added to any standard configuration for an additional charge:

- A.** Workforce Management and CRM (Customer Relationship Management?) integration; CTI connectors to Siebel and Peoplesoft; speech recognition software, etc.
- B.** Other products and services generally available through Avaya

4. CUSTOMER RESPONSIBILITIES

4.1 Solution Design. In order to design the HCC Solution to meet Customer's needs, Customer agrees as follows: Customer will

- A.** Assist Sprint and its agents in gathering detailed physical and configuration information.
- B.** Assist Sprint and its agents in determining direct inward dialing numbers, listed directory numbers, feature dial access codes, and station numbering plans for each communication system as well as a numbering plan.

4.2 Implementation: To support installation and implementation activities, Customer agrees as follows: Customer will

- A.** Assign an overall Customer project manager (when Sprint or its agents believes the size or complexity of the project warrants it) to communicate expectations and identify priorities within the Customer's environment (e.g., individuals and/or departments that will be activated first).
- B.** Comply with any changes identified/required by the HNA to upgrade its network and systems to meet the minimum requirements for the HCC Solution.
- C.** Provide physical and configuration information as required to support HCC Solution implementation (for example site-specific floor plans, electrical, HVAC, network diagrams, etc.).
- D.** Confirm all networks and dial circuits, demarcation (DMARC), wiring requirements and electrical work are operational at each site/location
- E.** Ensure administrator and users complete applicable training on schedule
- F.** Provide facilities and communication support for Sprint's and its agent's technicians to use during implementation and installation (secured and protected tool storage, conference rooms, etc.)
- G.** Provide access to facilities as required for installation (i.e., punch downs, offices, etc.)
- H.** As requested, coordinate any required purchase or activity with Customer's other vendors/providers
- I.** Provide list of all 8xx numbers and trunk groups relative to the HCC Solution
- J.** Identify (test, tone and tag) existing wire and cable to determine if it can be reused and meet the requirements highlighted in the HNA. Correct or replace the existing wire if, during the implementation, Sprint or its agents reasonably determines the existing wire and cable plant does not meet requirements, and provides to Customer the nature of the deficiencies.

4.3 Maintenance and Management. Customer agrees to support maintenance and management as follows:

- A. Provide secure space for Supported Products and spare parts storage
- B. Maintain temperature, light, ventilation, electrical and other environmental conditions specified by Sprint or the original equipment manufacturer
- C. Other items agreed to in a Statement of Work

5. SPRINT RESPONSIBILITIES

5.1 Solution Design

- A. Create and present design to meet Customer's business needs
- B. Identify in the HNA any changes or enhancements to Customer's existing network infrastructure to support the HCC Solution.

5.2 Implementation

- A. Assign an overall project coordinator who will guide the implementation activities.
- B. Ensure compliance with the Order. (NOTE: Any changes that impact the prices quoted in or associated with an Order must be signed by the parties.)
- C. Provide Customer with regular updates on all implementation efforts

5.3 Maintenance and Management

- A. Sprint and its agents will provide regular maintenance to the products, services, Software, and all other applications supporting the HCC solution to maintain applicable SLAs.
- B. Sprint and its agents will use commercially reasonable efforts to communicate any scheduled routine maintenance thirty (30) days before the maintenance event.
- C. Sprint agrees to use reasonable efforts to communicate emergency maintenance in the most expedient method. Email will be the preferred method of communications for scheduled maintenance and Upgrades.
- D. **Software Updates:**
 - (1) Software Updates that may affect reliability, operability or functionality during the update (for example, requiring a system reboot affects operability) will be coordinated with the Customer.
 - (2) Software Updates will be performed at no charge.
 - (3) Sprint will use reasonable efforts to provide a 30 day notice before software updates if Customer intervention is required to implement.
- E. **Software Upgrades:**
 - (1) Sprint will charge Customer on a time and materials basis for any Customer-requested Upgrades. There is no charge for Upgrades performed by Sprint as part of managing the HCC Solution to maintain or improve security standards or correct Software errors.
 - (2) Customer may refuse to accept an Upgrade and Sprint will maintain existing versions of the Software and all existing features and functionalities supporting the HCC Solutions for the length of the Order.
 - (3) Sprint will provide licenses for Software Upgrades.
 - (4) If a Customer-requested Software Upgrade requires a system hardware upgrade to comply with current specifications, Customer will be charged a non-recurring fee for the upgraded hardware.
 - (5) If the Vendor requires Upgrades to any service component that supports the HCC Solution, the Upgrades will not effect the functionality or price of the Solution unless agreed by the Parties.
- F. **Backup.** Sprint will backup the hosted components of the solution nightly. All routing intelligence will be backed up at the Sprint data center.
- G. **Moves, Adds, Changes ("MAC"):**
 - (1) Sprint or its agents will perform all remote Simple and Complex MAC services for Supported Products as requested directly by Customer based on receipt of a correctly completed, authorized service order.

- (2) Unlimited Remote Simple MACs are included in the monthly per seat rate.
 - (3) Remote Complex MACs will be performed at no charge up to the allotted number of hours per month. 10 hours per month are allotted automatically for this activity and additional time is added as the number of seats purchased increases. Any additional support will be billed to Customer per occurrence at applicable time and material rates.
 - (4) Sprint will not charge or toll the allotted hours for any MAC (regardless of complexity) required as a direct result of an equipment or software failure or error.
- H. Performance and Capacity Management.** Sprint performs traffic studies annually for Customers with over 2500 active ports under contract.
- I. Technical Consulting.** Sprint or its agents will provide Customers up to ten (10) hours of Technical Consulting time per month per Contract Order, to offer guidance and answers questions about the planning, configuration, installation and administration of features and applications for Supported Products. These hours are not cumulative from month to month.

6. HCC PERFORMANCE SLAS

6.1 The following service levels will apply to the HCC Solution within the HCC data center environment:

- A.** HCC Solution provided via the Avaya 87XX system, as it impacts Customer agent productivity, shall be available 99.999% of the time excluding scheduled maintenance.
- B.** HCC Solution provided via the Avaya blade server, as it impacts Sprint Customer agent productivity, shall be available 99.99% of the time excluding scheduled maintenance.
- C.** For purposes of this section, Customer agent productivity is impacted if the agent is unable to access applicable real-time media channels as a result of the failure of items within the control and responsibility of Sprint or its agents

6.2 HCC Solution availability shall be calculated based upon the number of HCC seats, which is the greater of voice call center base seats or outbound agent seats. The formula to calculate availability will be as follows: (# of Hosted Contact Center seats billed in a given month) x (# of minutes in a month) – (sum total of all events in a month where, for each event (# of seats unavailable during each event) x (# of minutes those seats are unavailable for that event)) divided by (# of Hosted Contact Center seats billed in a given month) x (number of minutes in a month). Transport availability is subject to standard network SLAs. For instance:

200 Seats are active in the month of December. During an outage, 18 seats are unavailable for 45 minutes and 12 seats are unavailable for 60 minutes as a result of trouble in the HCC environment. The SLA remedy will be calculated as follows:

December has 31 days x 24 hours x 60 minutes = 76,260 total minutes for the month

$(200 \times 76,260) - [(12 \times 60) + (18 \times 45)] = 15,252,000 - (720 + 810) = 15,250,470$ minutes of availability in the month of December

$15,250,470/15,252,000 = 99.9899\%$ availability for month of December

6.3 SLA exclusions: The following will not apply to the SLA set forth above if they contributed in whole or in part to the failure of the HCC Solution.

- A.** Outages caused by customer acts or failure to act
- B.** Outages caused by Sprint Services responsible for delivering the HCC Solution (e.g. transport services), which will subject to their own separate standard network SLAs.
- C.** Outages caused by customer's third party providers (such as local access carriers in the case of Customer-provided access).

6.4 If Sprint fails to meet an SLA, Sprint's sole obligation and Customer's only remedy will be to issue a credit against future service fees in an amount as outlined in the scale below:

Service Level	MRC Credit	Service Level	MRC Credit
99.0 to 99.99	1%	89.0 to 89.99	11%
98.0 to 98.99	2%	88.0 to 88.99	12%
97.0 to 97.99	3%	87.0 to 87.99	13%

Service Level	MRC Credit	Service Level	MRC Credit
96.0 to 96.99	4%	86.0 to 86.99	14%
95.0 to 95.99	5%	85.0 to 85.99	15%
94.0 to 94.99	6%	84.0 to 84.99	16%
93.0 to 93.99	7%	83.0 to 83.99	17%
92.0 to 92.99	8%	82.0 to 82.99	18%
91.0 to 91.99	9%	81.0 to 81.99	19%
90.0 to 90.99	10%	80.0 to 80.99	20%

6.5 Credits will be applied against charges due and will be applied against the preceding monthly billing amount.

7. **WARRANTIES AND REPRESENTATIONS.** In addition to other warranties and limitations set forth elsewhere in this and other relevant terms and conditions,

7.1 Sprint represents and warrants that it has and shall maintain all rights, licenses and permits necessary and required to provide the HCC Solution to Customer.

8. TERMINATION

8.1 **Equipment Recovery.** Upon termination or expiration of this Agreement, Customer must return all solution components to Sprint within 30 days. Sprint will invoice Customer for any equipment that is not returned in an amount equal to that charged to Sprint by its vendor (Avaya) for such items.

9. MONTHLY MINIMUMS, USAGE METRIC, AND RATE CARD INFORMATION

9.1 Minimum Quantities

- A. The minimum quantity established for each service package function will be initially be based on the greater of the following:
- (1) The functionality minimum identified in the rate card (described below), or
 - (2) 60% of the quantity anticipated in the configuration design
- B. As the End User grows and adds capacity then the application minimums will be adjusted to keep the minimums equal to 60% of the peak billed seats/ports for that functionality.
- C. Customer may increase minimum quantity at any time without submitting a new Order.

9.2 The following table sets forth the monthly minimums for each service package function, and describes how usage levels are determined.

Package Functionality	Billing Metric	Determination of Usage	Minimums (subject to Section 9.1)
Voice Call Center Base	Seat	Billed on a per seat basis using the maximum number of concurrent users measured in the billing month.	30 seats minimum per enterprise deployment plus an average of 15 seats for each additional sites where an enterprise gateway is required
Self-Service	Port	Billed on a per port basis. A port is counted if it is configured and administered (active) in the IVR system.	30 ports

Package	Billing Metric	Determination of Usage	Minimums (subject to Section 9.1)
Functionality			
Call Recording (Bulk w/QA)	Seat	<p>Billed based on the sum of Stations administered for “bulk recording” plus the number of stations actually recorded under the “quality monitoring” capability. For station bulk recording, Sprint measures the total number of different station numbers that have been configured at any point during the period. Quality recording usage is tracked separately internally and any station that has been recorded during the period (monthly billing cycle) is added to the list of bulk-recorded stations. Thus, a station is one that is</p> <p>Configured for station bulk recording at any time during the period, or actually recorded using a quality recording port at any time during the period.</p> <p>c) Both (a) and (b) counts as “1” on the “Station Bulk or Quality”</p>	50 seats with “Station Software Port” (a workstation having access to a telecommunication switch that is both (1) running Communication Manager (or other equivalent product) and (2) that has been administered for the Witness OEM product)
Call Recording (Meeting & Executive)	Seat	Billed on a per seat basis. Pricing is determined based on the largest number of Witness application seats administered for recording during the month. The base recording package includes two Executive recorded seats and one Meeting recorded seat.	5 seat minimums beyond the base package
Centralized Archive Management (“CAM”)	Server	This is a non-recurring charge per system deployed. Up to 400 seats per CAM	None
Advanced CTI	Seat	<p>Billed on a per seat basis using the maximum number of concurrent users within the billing month.</p> <p>Any agent that logs in as an email agent, voice agent, or blended voice & email will be counted in the usage count for the Advanced CTI package. The advanced CTI charge is in addition to the standard charge for the voice call center base package charge.</p>	50 seats (note additional minimums are driven by platform selection in rate card)
Email and Fax Channel	Seat	Billed on a per seat basis. Charges for this functionality are in addition to the charges for the voice call center base package and Advanced CTI charges.	10 seats
Outbound	Seat	Billed on a per seat basis. Outbound agents are measured by those who log in to the PDS system as outbound only or blended agents. Note, charges for blended agents will include charges for both basic voice and outbound.	25 seats
Admin Telephony Users –IP Telephony ports	Seat	Administered Telephony user Admin station port	15 seats per gateway.
Admin Telephony Users – Digital ports	Seat	Administered Digital Telephony station ports	Average of 15 seats per each Avaya Media Gateway supporting digital ports
Admin Telephony Analog ports	Seat	Administered Analog Telephony station ports for Fax or other Analog Devices.	15 seats per each additional gateway.

9.3 CHARGES. Charges for the HCC solution are based upon the following rate elements and conditions:

- A. Billing Metric defines the rate element for which Customer will be charged (e.g. per seat or per port charge).
- B. Usage of a particular rate element that falls below the lowest billing tier will be billed at the lowest monthly tier rate.
- C. Fees for moves from a shared to a dedicated Call Management System will be quoted on a professional services basis.
- D. Fees for moves from a virtualized to a non-virtualized Interaction Center/Operational Analyst service will be quoted on professional services basis.
- E. Standard terms are 36 or 60 months. Any Services added during the Term that do not require the addition of new functionality set forth in Section 2 and fit within the system design criteria [i.e. 1.4 trunks per agent] will be charged at the rates in effect at the time those services are added as though the services had been purchased for the full term of the original agreement, and will be coterminous with the original agreement.
 - (1) Any services added during the Term that do not meet the requirements of this Subsection will be quoted on an individual case basis.
- F. Regardless of Term, any existing contract may be extended on a month by month basis for up to 18 months at the same rates specified in this Agreement unless the configuration is no longer supported by the vendor.

9.4 NOTE: This Hosted Service does not include: Professional Services or Trunking beyond the standard ratios.

10. DISCLAIMERS AND LIMITATIONS OF LIABILITY. In addition to other limitations of liability found elsewhere in this annex and other applicable terms and conditions,

10.1 SPRINT SHALL NOT BE HELD LIABLE FOR EVENTS RESULTING FROM ANY OF THE FOLLOWING: (I) NEGLIGENCE, MISUSE, FAULT OR NEGLIGENCE OF CUSTOMER OR CAUSES EXTERNAL TO THE HOSTED SOLUTIONS AND SOLUTION COMPONENTS; (II) CUSTOMER'S FAILURE TO PERMIT IMPLEMENTATION OF NEW RELEASES OF SOFTWARE PROVIDED BY SPRINT OR ITS AGENTS; (III) HOSTED SOLUTIONS AND SOLUTION COMPONENTS THAT HAVE BEEN CHANGED, MODIFIED OR ALTERED IF SUCH CHANGES, MODIFICATIONS OR ALTERATIONS ARE NOT PERFORMED OR DIRECTED BY SPRINT OR ITS AGENTS IN WRITING; (IV) CHANGES TO THE ENVIRONMENT IN WHICH THE HOSTED SOLUTION AND SOLUTION COMPONENTS WERE INSTALLED; (V) CUSTOMER'S FAILURE TO FOLLOW THE INSTALLATION, OPERATION OR MAINTENANCE INSTRUCTIONS, INCLUDING CUSTOMER'S FAILURE TO PERMIT TIMELY REMOTE ACCESS TO THE HOSTED SOLUTIONS AND SOLUTION COMPONENTS; (VI) ACTIONS OF NON-SPRINT PERSONNEL