

SPRINT HOSTED IP PBX PRODUCT ANNEX

The following terms and conditions in this Sprint Hosted IPPBX Product Annex ("Annex"), together with applicable Sprint service agreement ("Agreement"), govern Sprint's provision and Customer's use of Sprint Hosted IP PBX Products and Services (the "Hosted IP PBX Solution").

1. SERVICE DESCRIPTION. The Hosted IP PBX Solution is comprised of one or more of the following:

1.1 Hosted IP PBX Solution Base Configuration. Sprint has pre-engineered the Hosted IP PBX Solution based on the following metrics:

- A. up to 4 Busy Hour Call Completions per User;
- B. up to 60% off-net calls;
- C. billing minimum 100 users;
- D. on-site gateways for locations with 10 or more users;
- E. support for IP and/or TDM trunking; and
- F. 7x24 system level maintenance including switch and gateway (hardphones are excluded).

1.2 Hosted IP PBX Solution Optional Components. The following non-standard components may also be added to any standard configuration for an additional charge:

- A. IP phones, modular messaging; and
- B. additional technical consulting is available on a time and material basis.

2. CUSTOMER RESPONSIBILITIES

2.1 Solution Design. In order to design the Hosted IP PBX Solution to meet Customer's needs, Customer agrees that it will:

- A. Assist Sprint in gathering detailed physical and configuration information; and
- B. Assist Sprint 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.

2.2 Implementation. To support installation and implementation activities, Customer agrees that it will:

- A. Assign an overall Customer project manager (when Sprint 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 Hosted Network Assessment to upgrade its network and systems to meet the minimum requirements for the Hosted IP PBX Solution;
- C. Provide physical and configuration information as required to support Hosted IP PBX Solution implementation (e.g., site-specific floor plans, electrical, HVAC, network diagrams, etc.);
- D. Confirm that 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 technicians to use during implementation and installation (e.g., secured and protected tool storage, conference rooms, etc.);
- G. Provide access to facilities as required for installation (e.g., 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 Hosted IP PBX Solution; and
- J. Identify (test, tone and tag) existing wire and cable to determine if wire and cable can be reused and meets the requirements in the Hosted Network Assessment. Correct or replace the existing wire and cable if, during the implementation, Sprint reasonably determines the existing wire and cable plant does not meet requirements and provides to Customer the nature of the deficiencies.

2.3 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; and
- C. Permit implementation of new releases of software provided by Sprint; and
- D. Refrain from changing, altering or modifying the Hosted Solution Components without written authorization from Sprint; and
- E. Other items agreed to in a Statement of Work.

2.4 PSTN Access Lines. Customer must retain PSTN access lines at each office location for e911 and local calling services. Sprint's Hosted IP PBX Solution is not designed to generate connectivity to PSTN.

2.5 Local Survivable Processor. Customer must have a Local Survivable Processor at each office location.

2.6 Customer may not use "softphones" on the Hosted IP PBX Solution.

3. SPRINT RESPONSIBILITIES

3.1 Solution Design. Sprint will:

- A. Create and present design to meet Customer's business needs; and
- B. Identify in the Hosted Network Assessment any changes or enhancements to Customer's existing network infrastructure to support the Hosted IP PBX Solution.

3.2 Implementation. Sprint will:

- 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); and
- C. Provide Customer with regular updates on all implementation efforts.

3.3 Maintenance and Management

- A. Sprint will provide regular maintenance to the products, services, Software, and all other applications supporting the Hosted IP PBX Solution to maintain applicable Service Level Objectives.
- B. Sprint will use commercially reasonable efforts to communicate any scheduled routine maintenance 5 days before the maintenance event.
- C. Sprint will 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) Sprint will coordinate with the Customer Software Updates that may affect reliability, operability or functionality during the update (e.g., requiring a system reboot affects operability).
 - (2) Sprint will perform Software Updates at no charge.
 - (3) Sprint will use reasonable efforts to provide 30 days' 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. Sprint will not charge for Upgrades it performs as part of managing the Hosted IP PBX 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 Hosted IP PBX 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 Sprint requires Upgrades to any service component that supports the Hosted IP PBX Solution, the Upgrades will not effect the functionality or price of the Solution unless agreed to by the Parties.
- F. Remote, nightly backups will be performed with the intent to ensure rapid recovery from any disruption. Backup capabilities will vary based on equipment and configuration options.
- G. Performance and Capacity Management. Sprint performs traffic studies annually for Customers with greater than 2,499 extensions configured on Sprint's Hosted IP PBX Solution.
- H. Moves, Adds, & Changes ("MAC")
 - (1) Sprint will perform all remote Simple and Complex MAC services for Supported Products as Customer requests upon receipt of a correctly completed, authorized MAC request form;
 - (2) Unlimited Remote Simple MACs are included in the monthly per configured extension rate;
 - (3) Complex MACs will be performed on a time and material basis. Time will be charged in fifteen (15) minute increments.
 - (4) Sprint will not charge the allotted hours for any MAC (regardless of complexity) required as a direct result of an equipment or software failure or error.

4. SERVICE LEVEL OBJECTIVES

4.1 Summary of Service Levels

Service	Service Level	Metric	Service Level Objectives
Maintenance / Management	A. Issue Response Time	Major Alarms	<ul style="list-style-type: none"> 4 Hours in Sprint defined major metro areas
		Minor Alarms	<ul style="list-style-type: none"> 8 Hours
		Courier Repairs	<ul style="list-style-type: none"> End of Next Business Day
	B. Repair Closure	Major Alarms	<ul style="list-style-type: none"> 8 Hours
		Minor Alarms	<ul style="list-style-type: none"> End of Next Business Day
		Courier Repairs	<ul style="list-style-type: none"> 16 Hours
	C. Moves, Adds & Changes	Remote Simple	<ul style="list-style-type: none"> Qty of 1-15 by 5 PM next business day if received by 3 PM local time or per CDDD (customer desired due date/time), whichever is longer Qty of 16+ as quoted
		Remote Complex	<ul style="list-style-type: none"> 10 Hours Support / Month, Tracked in 15 Minute Increments as quoted

4.2 General Service Level Terms

- A. Sprint responses may be delivered via email, fax, pager or by phone to the designed contacts provided by the User to Sprint.
- B. Escalation will occur by email. User or Sprint will provide current contact information to the Sprint Help Desk.
- C. Major Alarm Response begins when a trouble case is logged with the Sprint Customer Care Center.
- D. Minor Alarm Response (non-emergency problems) is on a next business day by 5 p.m. basis with work being performed during regular business hours. Minor alarm response begins either (a) as the case is logged, when reported during regular business hours, or (b) the following business morning when the minor trouble is reported outside regular business hours.
- E. Quoted service levels apply within Sprint's standard coverage territory. Sites located outside standard coverage zones may be subject to different response objectives than noted, additional charges for on-site labor and the travel related expenses associated with site visits.
- F. Business Day/Measurement Period is Monday to Friday, excluding the following Sprint observed holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day. Regular business hours are 8:30 a.m. to 5:00 p.m. site local time, each business day.
- G. MAC work requiring network facility changes or coordination with third parties will be subject to intervals controlled by those entities. Sprint can act as Customer's agent and advise Customer of due dates on an order-by-order basis as requested.
- H. Large MACs or requests requiring system changes, features, applications, complex configuration / programming, etc. are subject to custom pricing and time frames. In some cases, a site pre-survey visit or telephone conference call may be required to gather additional information prior to developing a proposal.
- I. MAC orders received by Sprint from Customer prior to 3:00 p.m. local time will be completed by close of business the following business day or on the User desired due date, or whichever is longer.
- J. If an Order contains multiple individual MAC requests, each individual MAC request will be treated as a separate and distinct MAC request for purposes of the intervals shown.

4.3 Management Service Level Objectives

- A. Issue Response Time. Sprint's service level objective is that the initial response to Major Alarms, Minor Alarms and Courier Repairs properly submitted to the Sprint Help Desk will occur within the times outlined in the Summary of Service Levels matrix above.
- B. Repair Closure. Sprint's goal is that the initial response to Repair Closure of Major Alarms, Minor Alarms and Courier Repairs properly submitted and categorized to the Sprint Help Desk will occur within the times outlined in the Summary of Service Levels matrix above.
- C. Moves, Adds & Changes. Sprint's goal is that the initial response to completion of MACs properly submitted and categorized to the Sprint Help Desk will occur within the times outlined in the Summary of Service Levels matrix above.

5. **911 LIMITATIONS OF SERVICE.** Sprint Hosted IP PBX Solution will not operate if Customer has lost electric power for a gateway at the Premise. As such, Customer will not be able to access 911 during a power outage. After a power outage, Customer may need to reset or reconfigure the gateway before being able to use Sprint Hosted IP PBX Solution.

6. **PSAP LIMITATIONS.** The PSAP designated to receive 911 calls for a particular location may not have a system configured for Enhanced 911 (E911) services. The PSAP may not be able to capture or retain ANI/ALI or otherwise determine the phone number or physical location of the device placing the 911 call.

7. TITLE TO EQUIPMENT

7.1 Sprint provides equipment as an element of the Hosted IP PBX Solution service ("Equipment"). All of this Equipment is—and remains throughout the Term of the Agreement—the property of Avaya Inc ("Avaya"). Customer will not own the Equipment at the end of the Term of the Agreement. Customer will keep the Equipment free and clear of any lien or encumbrance and will protect and defend Sprint's and Avaya's legal title to the Equipment should Customer subject the Equipment to a lien or encumbrance.

7.2 When the Agreement is terminated or expires, Sprint and Avaya will have the right to enter Customer's property where the Equipment is located and remove the Equipment.

8. DEFINITIONS

8.1 "**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.

8.2 "**Hosted Network Assessment**" is also referred to as a "Network Assessment." A Hosted Network Assessment is a survey to determine whether the existing infrastructure is capable of supporting the implementation of the Hosted IP PBX Solution. It may be performed remotely, on-site or in combination. The Hosted Network Assessment is a valid basis for implementation activities for 90 days unless the Customer makes network-impacting changes between the times the Hosted Network Assessment is concluded and Services are installed.

8.3 "**Hosted Solution Components**" are the hardware and software supplied by Sprint or Sprint's vendors to provide the Hosted IP PBX service. This would include, but not be limited to, servers, media gateways, phones, and communication management software.

8.4 "**Local Survivable Processor**" option enhances availability to the remote office by providing a local server option that continues to provide telephony service in the event of a WAN failure.

8.5 "**MACs**" are moves, adds, and changes.

A. "**Simple MACs**" are defined as administrative work performed at the user level and include:

- (1) Extension Assignment;
- (2) Abbreviated Dial Buttons;
- (3) Announcement Assignment (customer will record all announcements);
- (4) Call Coverage Paths; and
- (5) Feature Access Codes.

B. "**Complex MACs**" are defined as administrative or configuration work performed at the system, network, or application level and include:

- (1) Abbreviated Dial Lists;
- (2) Call Pickup Groups;
- (3) Hunt Groups; and
- (4) Vectoring.

C. "**Remote MACs**" are services provided without the need to dispatch a technician.

D. "**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.

E. "**Remote Complex MACs**" are services such as abbreviated dial lists, call pickup groups, hunt groups, and vectoring.

- 8.6 “**User**” is a configured extension on the system.
- 8.7 “**Services Start Date**” means the date specified in the applicable Order.
- 8.8 “**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.
- 8.9 “**Supported Products**” means products identified in the Service Description (Sec 3) of this Agreement as those underlying products and services which constitute the Hosted IP PBX Solution. Supported Products include Third Party Products to the extent specific Third Party Products are identified in the Order.
- 8.10 “**Updates**” means all new versions of the Software that Sprint makes generally available to its Hosted IP PBX 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.”
- 8.11 “**Upgrades**” means a new release of the Hosted IP PBX Solution and the products that comprise the applicable Hosted IP PBX 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.”