

SPRINT MPLS VPN OVER PEERLESS IP 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 Communication Services ("Standard Terms and Conditions") will govern Sprint's provision and Customer's use of the Sprint MPLS VPN over Peerless IP Service (the "Services") specified in the applicable order form ("Order").

1. **Services Description.** Sprint's Multiprotocol Label Switching Virtual Private Network ("MPLS VPN") solution over Peerless IP is a network-based IP VPN available across Sprint's Peerless IP backbone. This solution provides customers with a secure IP VPN solution with any-to-any intranet connectivity and a private means by which to connect their enterprise sites.
2. **Order Term.** The initial Order Term for the Services will be stated on the Order and will begin on the first day of the billing month following the date 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 30 days' prior written notice.
3. **Primary Service Components.** The primary service components for the Services are as follows:
 - 3.1. **MPLS VPN over Peerless IP Port(s).** A Port is the physical entrance to the Sprint network.
 - A. **Port Charges.** Sprint will charge Customer a Non-Recurring Charge ("NRC") and a monthly charge for each Services Port, including all sub-elements or configurable attributes to the Port. The Network Design Document and Port Order will specify the sub-elements or configurable attributes to the Port (e.g. Port speed, link protocol, routing protocol, VRF policy, Class of Service (for DS3/E3 and below), and where Customer requests, Multicast VPN). For monthly charges, Sprint offers both fixed rate (Monthly Recurring Charge or "MRC") and usage-based (Burstable) Port pricing. For Burstable Port pricing, Sprint will provide Customer with a full Port at a given bandwidth and will charge Customer a variable monthly charge based on Customer's sustained Port utilization. Sprint will determine Customer's Port utilization and charges at the end of each month. Additional information regarding Sprint's Port utilization computation is available upon request.
 - B. **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.
 - C. **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.
 - 3.2. **Digital Signature Client Software.** This software is used to encrypt email communication between Customer and Sprint regarding service requests. Sprint will provide Customer digital certificates and digital signature client software licenses for 2 Customer points of contact at no charge. If Customer requires more than 2 software licenses, Customer may purchase additional licenses from Sprint at Sprint's then-current list rate. If Customer purchases Sprint Managed Network Services, Customer will receive 2 additional licenses at no charge.
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. **Routers.** Unless Customer has separately contracted with Sprint to provide additional support services, Customer is fully responsible for the router, including configuration,

maintenance, and management. In addition, 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. The usage-based charges above and beyond MRCs are billed in arrears.

6. **Customer Responsibilities**

- 6.1. **Multicast VPN**

- A. If Customer requests Multicast VPN, the following are Customer's responsibilities:

- (1) Customer must run its own rendezvous points (depending on the protocol it is using) and servers. Sprint does not provide (or have) rendezvous points for Multicast VPNs. The Sprint network is essentially invisible to Customer.
 - (2) Customer must provide its own Multicast addresses. Sprint makes no restrictions on addresses, but Multicast is limited to the Class D range (224.0.0.0 - 239.255.255.255).
 - (3) Except for verifying that Multicast traffic is coming in on one router and exiting on the other side, Customer must manage Multicast. In other words, Sprint will verify that Multicast traffic is coming from Customer and that Sprint is sending Multicast to Customer on the other side. Sprint will not be able to access Customer's Multicast transmissions and will not be able to verify that the transmissions are successfully working.

7. **Network Monitoring**

- 7.1. 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. .

- 7.2. 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.

8. **Enhanced Monitoring and Managed Services.** For customers interested in purchasing enhanced monitoring and managed services for the Services, Sprint offers the following:

- 8.1. **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.

9. **Service Level Agreement.** All applicable Service Level Agreements, as Sprint may amend them from time to time, will apply during the Order Term.