

## SPRINT TECHNICAL ASSISTANCE SERVICE PRODUCT ANNEX

This Sprint Technical Assistance Service Product Annex, together with the applicable cover agreement (e.g., Sprint Master Services Agreement, Custom Service Agreement or Sprint Service Agreement) and the covered equipment list, (collectively, the "Agreement") will govern Sprint's provision and Customer's use of Sprint's Managed Voice Services ("MVS") services. The Standard Terms and Conditions for Communications Services will also apply to the extent incorporated by the cover agreement.

1. **DEFINITIONS.** For Sprint MVS TAC services, the following definitions apply:
  - 1.1. **Business Hours** means 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding Sprint-observed holidays.
  - 1.2. **Covered Hours for Repairs.**
    - A. For the Standard TAC Plan, "Covered Hours" means Business Hours.
    - B. For the Extended TAC Plan, "Covered Hours" means 24 hours a day, 365 days a year.
  - 1.3. **Equipment** refers to Sprint-serviced hardware and software to be covered by this Agreement as identified in the Agreement. If the Agreement specifies "switch only," Sprint MVS TAC services will only include equipment within Customer's designated equipment room and will exclude equipment and wiring from the surface jack to the desktop.
  - 1.4. **Maintenance Release** means an incremental release of Software that provides maintenance fixes and may provide additional Software features.
  - 1.5. **Major Release** means a release of Software that provides additional Software features and/or functions, commonly referred to as upgrades.
  - 1.6. **Response Time** means the time interval between when a support request is made to the Sprint TAC by the designated Customer technicians and the time Sprint TAC service personnel begin analyzing the system.
  - 1.7. **Service** means the services provided by Sprint to Customer under this Agreement.
  - 1.8. **Severity Levels.** Sprint defines the following levels of outage:
    - A. Level 1 – Requires Customer to perform various responsibilities, such as collection of relevant information, problem identification and analysis, initial diagnosis, trouble shooting and possible resolution.
    - B. Level 2 – Requires a higher level or product knowledge and skill sets beyond Level 1 to conduct increasingly sophisticated trouble shooting practices and problem resolution until exhausted.
    - C. Level 3 – Requires Customer to exhaust all internal escalation procedures to resolve the problem. Contact with the Sprint TAC, if required, will be initiated by the designated Customer technicians.
  - 1.9. **Software** means the machine-readable object code software programs licensed or sublicensed to Customer.
  - 1.10. **Vendor Serviced Equipment** means devices identified by Sprint on the covered equipment list that will be serviced directly by the equipment vendor and that is subject to limited coverage under this Agreement.
2. **TERM.**
  - 2.1. The Term for Services will have the duration ("Order Term") specified in the applicable cover agreement or in a subsequent Order. The Term for Sprint MVS TAC services will commence on the Effective Date of this Agreement.
  - 2.2. UPON EXPIRATION OF THE INITIAL TERM, THIS PRODUCT ANNEX WILL AUTOMATICALLY EXTEND ON A MONTH-TO-MONTH BASIS AT SPRINT'S THEN-CURRENT LIST RATES UNTIL EITHER CUSTOMER OR SPRINT PROVIDES AT LEAST 30 DAYS' ADVANCE WRITTEN NOTICE TO THE OTHER OF ITS INTENT NOT TO EXTEND.

### 3. SCOPE OF SERVICE.

3.1. **Sprint Responsibilities.** Sprint will use commercially reasonable efforts to provide all of the following:

- A. Two hour Response Time, remote or on-site, for a Level 3 Outage.
- B. Access to the Sprint TAC by phone during Covered Hours.
- C. Sprint TAC services in accordance with recognized industry and/or manufacturer standards.
- D. Work-around solutions to reported Software problems as the result of Level 3 outages using generally accepted industry practices.
- E. Provision of necessary parts, if Customer has selected a service plan that covers parts.

3.2. **Customer Responsibilities.**

A. **Level 1 and Level 2 Outages.** Customer will be responsible for Level 1 and Level 2 support of service interruptions of the Equipment.

B. **Level 3 Outages.**

- (1) All communications with the Sprint TAC will be done by phone through designated Customer technicians who are vendor trained and certified on the covered Equipment. All Customer technicians who initiate contact with Sprint for Level 3 service must be vendor certified.
- (2) Customer will provide Sprint with the names of all designated Customer technicians. Sprint reserves the right to deny access to any technician whose name was not previously provided by Customer to Sprint.
- (3) Customer's technicians will be required by the Sprint TAC to perform some or all of the following:
  - (a) Recreate the reported problem and describe previously attempted resolutions;
  - (b) Provide on-site trouble shooting;
  - (c) Provide historical feedback on trouble since first encountered by Customer's technicians;
  - (d) Perform network traces and provide a network diagram upon request;
  - (e) Confirm that all circuits are currently working; and
  - (f) Provide remote network access to Customer's switches.
- (4) Customer will provide reasonable access to the Equipment through the Internet or via modem so that problems may be diagnosed and corrected remotely. This may include providing a dedicated local telephone line or direct network access through a dedicated management link at Customer's expense.
- (5) Customer will give Sprint employees and subcontractors full and free access to the Equipment to perform the obligations under this Agreement, if an on-site technician is dispatched by Sprint, subject to Customer's reasonable internal security requirements.
- (6) Customer must provide Sprint with accurate information in connection with the Services covered under this Agreement. If Customer discovers any material error or omission in information provided to Sprint, Customer must promptly correct the information. Sprint reserves the right to either bill Customer for time and materials as Billable Services to fix any problem created by materially inaccurate or omitted information supplied by Customer or its agents, or to terminate this Agreement without liability.
- (7) Unless otherwise agreed to in writing, Customer must obtain any necessary consents, approvals, licenses, and permits for Service of the Equipment on the premises where the Equipment is installed.

**C. Software.**

- (1) Customer will use and maintain a level of Software supported by the manufacturer or as may be required to correct a Customer-reported Software problem. Customer, at its expense, will maintain current licenses or sublicenses for the Software and will comply with all applicable licensing terms and conditions.
- (2) Customer is responsible for the comprehensive back up of magnetically or electronically stored data. If required to resolve service issues, Customer agrees to provide to Sprint service personnel with all backup copies of Software configurations.

**3.3. Billable Services.**

**A.** The following "Billable Services" may be performed by Sprint for an additional charge upon Customer's request:

- (1) Troubleshooting Software or hardware issues caused by products, provided by parties other than Sprint, that are attached to or otherwise integrated into the Equipment and are not otherwise covered by this Agreement, including resolving voice over data issues resulting from variation of network traffic patterns following initial installation or the addition of non-Sprint approved voice over data design equipment by Customer to its network;
- (2) Performing Customer-requested Software changes such as scripting or other customized application development;
- (3) Performing Customer-specified hardware changes, including, but not limited to adding or removing accessories, attachments or other devices, or moving or relocating the Equipment;
- (4) Installing any hardware upgrade, Maintenance Release, or Software Major Release, including any hardware upgrade required to run upgraded Software;
- (5) Repairing or replacing malfunctioning hardware components and software releases. Hardware components and software releases are available for purchase from Sprint under a separate agreement and deliverable by drop ship to a Customer-specified location. Prices will be quoted at time of ordering.
- (6) Installing replacement hardware components or software releases.
- (7) Dispatches to Customer's site for incomplete service calls through no fault of Sprint including, but not limited to, Customer's failure to provide access to the Sprint representative. Customer will be charged a Service Charge plus one (1) hour labor at Sprint's then-current Maintenance labor rates;
- (8) Performing other services except as provided in this Agreement; or
- (9) Changes to the configuration of the covered Equipment that provide new functionality, usability or appearance to the Equipment.

**B.** The following rate elements may apply to Billable Services:

- (1) Billable Services will be billed at Sprint's then-current labor rates;
- (2) Overtime Rate. Calls performed outside of Business Hours will be billed at Sprint's then-current overtime labor rates;
- (3) Service Charge. A service charge to cover Sprint's travel time will be applied to each Billable Service call. The charge will be at Sprint's then-current Maintenance service charge rates;
- (4) Expedite Fees. An expedite fee will be applied whenever Customer requests that Sprint expedite Billable Services beyond normal Response times. The charge will be at the then-current Maintenance Expedite Fee Rates;
- (5) Moves/Adds/Changes and Billable Services are billed in 15 minute increments, with a minimum of one hour billed for work performed during Business Hours.

4. **ADDITIONAL EQUIPMENT.** Subject to Sprint's right to inspect such equipment to determine whether it is in acceptable condition and can be properly and/or economically maintained, Customer may, for an additional fee, add Sprint or Customer-provided equipment for coverage under this Agreement. Sprint will identify any repairs, adjustments or upgrades necessary to bring Customer's equipment to a condition acceptable to Sprint. Customer is responsible for making such repairs, adjustments or upgrades at its expense before it will be added through a mutually agreeable written amendment to this Agreement. The additional fee associated for added equipment will be invoiced to Customer no later than the next anniversary date of the Agreement.
5. **LIMITATIONS.**
  - 5.1. **Hazardous Materials.** Services under this Agreement performed by Sprint employees and subcontractors will be accomplished only in a safe working environment that complies with state and federal regulations and law. Sprint has not included any charges or any expenses associated with handling, dealing with, removing or disposing of any hazardous materials at the site. If hazardous materials are encountered in the performance of this Agreement, Sprint will cease performance of Services that would necessitate exposure to such hazardous materials until the hazardous materials are removed and immediately notify Customer of the existence of such hazardous materials. Sprint's performance of this Agreement will be excused until the hazardous materials are safely removed.
  - 5.2. **Vendor Serviced Equipment.** Sprint's sole responsibilities with respect to Vendor Serviced Equipment are limited to the identification of the service issue and transfer of the issue to the manufacturer or other third party approved by the manufacturer for resolution. Resolution of a service issue after it is transferred by Sprint will be governed by the terms and conditions of the applicable vendor's support program.
6. **PROPERTY OF SPRINT.** Customer acknowledges that Sprint may install at its sole discretion a data collection device at Customer's location to be used only to support remote diagnostic services and delivery of the Services. This equipment will remain the property of Sprint, and at the expiration or termination of this Agreement, Sprint will be entitled to enter Customer's premises to remove all Sprint property or equipment.
7. **SUBCONTRACTING.** Sprint may, at its option, subcontract services provided to Customer. Such subcontract will not release Sprint from any of its obligations. Non-union employees may be utilized by Sprint, subject to applicable bargaining agreements.
8. **DISASTER RECOVERY.**
  - 8.1. Customer recognizes that the use of computer products entails a substantial risk of loss of magnetically or electronically stored data, and that industry standards dictate the systematic use of products that provide comprehensive backup of data so as to prevent such loss. Accordingly, Sprint does not assume any risk of loss of Customer's magnetically or electronically stored data in any way related to or resulting from the services, product, equipment, or systems provided by Sprint or any handling of magnetically or electronically stored data by Sprint. Customer hereby releases Sprint from any liability for loss of magnetically or electronically stored data from any and all causes.
  - 8.2. Customer recognizes that industry standards dictate the development of a disaster recovery plan for all mission critical business operations. In the telecommunications industry this includes, but is not limited to, data backup, power backup, power/surge protection, spare system parts, system redundancy, site redundancy, escalation procedures, emergency support agreements with hardware and software vendors, public network based call forwarding to alternate locations, and documented recovery policies and procedures. Customer understands that developing and testing a disaster recovery plan is Customer's responsibility and is not included in this Agreement.
9. **LIMITED WARRANTY.**
  - 9.1. Sprint warrants to Customer that any and all services and deliverables provided by Sprint under this Agreement will be performed in a good workmanlike manner, and in accordance with recognized industry standards.
  - 9.2. If Sprint breaches this warranty and Customer notifies Sprint in writing of the breach, Sprint's sole obligation and Customer's exclusive remedy will be for Sprint to correct the portion of the work that does not conform to the warranty. If Sprint is unable to correct the Services, Sprint will refund the compensation received by Sprint for the non-conforming Services.

- 9.3. The warranty in Section 9.1 above does not apply if: (A) Customer breaches the terms of this Agreement, (B) the non-conformity was caused by Customer's (including Customer's employees, agents or contractors) abuse, misuse, damage, improper operation or use of the Equipment, such as abuse, misuse, damage, misappropriation or use in a manner other than intended, or (C) damage by any cause not attributable to Sprint including without limitation, power irregularities, fire, earthquakes or acts of God or nature. Sprint makes no warranty for any Equipment or software that is provided by third parties.

**10. INDEMNIFICATION.**

In addition to other indemnifications between the parties specified in the Agreement:

- 10.1. **Hazardous Materials.** Customer will indemnify and defend Sprint, Sprint's officers, directors, agents and employees from all damages, claims liabilities and expenses (including reasonable attorney's fees, court costs, and allocated in-house counsel legal expenses) by any person or entity, including any government or governmental agency, arising out of hazardous materials found on, beneath or migrating from Customer's property or premises.
- 10.2. **Permits, Licenses or Consents.** Customer will indemnify and defend Sprint, Sprint's officers, directors, agents and employees, against all damages, claims liabilities or expenses (including reasonable attorneys' fees, court costs, and allocated in-house counsel legal expenses) arising out of or resulting in any way from Customer's failure to obtain any required permits, licenses, or consents.

**11. TERMINATION.**

- 11.1. In addition to other rights of the parties to terminate under this Agreement, Sprint may terminate this Agreement "for cause" if Customer fails to cure such "cause" within 30 days after receipt of written notice detailing the failure.
- 11.2. Sprint may terminate this Agreement with 30 days notice if Sprint cannot obtain support from the Equipment manufacturer.