

SPRINT MOBILE INTEGRATION PRODUCT ANNEX

The following terms and conditions in this Sprint Mobile Integration Product Annex ("Annex"), together with the applicable Sprint service agreement ("Agreement"), govern Sprint's provision of Sprint Mobile Integration to Customer. Capitalized terms are defined in the Definitions section at the end of this Annex if not otherwise defined in the Agreement. If a conflict exists between the terms and conditions in this Annex and the Agreement, the Agreement will control.

1. PRODUCT DESCRIPTION

1.1 General. Sprint Mobile Integration is powered by Cisco, Avaya or Tango Abrazo solutions and extends select features and functionality of Customer's premise-based PBX(es) ("Communications Manager") to Customer's Sprint Mobile Integration-enabled Sprint Phones and PowerSource™ Phones ("Mobile Integration Phones"). Depending on Customer's Sprint Mobile Integration design ("Design"), Sprint Mobile Integration may utilize multiple Communications Managers and a mixture of Cisco, Avaya or Tango Abrazo solutions.

1.2 Integrated Features. Sprint Mobile Integration includes the following features:

- A. One Phone Number.** Calls to a user's Enterprise Phone number (the "Mobile Integration Phone Number") will ring simultaneously to the user's Mobile Integration Phone if Customer selects the simultaneous ring option.
- B. One Integrated Voicemail System.** Customer may use one voicemail system based on Customer's enterprise voicemail system for managing calls that ring to Customer's Enterprise Phone or to Customer's Mobile Integration Phones. Sprint voicemail is disabled on Mobile Integration Phones. Voicemail messages left on a Mobile Integration Phone or an Enterprise Phone are routed to Customer's voicemail system. Sprint does not provide voicemail with Sprint Mobile Integration.
- C. Mid-Call Transfer.** Users of Mobile Integration Phones may seamlessly move live calls to and from their associated Enterprise Phones.
- D. Call Pick-Up.** Users of Mobile Integration Phones may answer live calls either on their Enterprise Phone or Mobile Integration Phone.
- E. Check In / Check Out.** Users of Mobile Integration Phones may disable or enable simultaneous ringing.
- F. Class of Control.** Users of Sprint Mobile Integration may have enterprise PBX restrictions applied to incoming or outgoing calls.
- G. Outbound Routing Diversity.** Users of Sprint Mobile Integration will have mobile to PSTN calls routed through the Nationwide Sprint Network.
- H. Wireless Only.** Users of Sprint Mobile Integration may have a mobile phone without an Enterprise Phone.

1.3 PBX Features. Sprint Mobile Integration includes the following PBX Features:

- A. Abbreviated Dialing.** Customer may use abbreviated dialing directly from a Mobile Integration Phone to contact another individual on Customer's Communications Manager or another Mobile Integration Phone within Customer's enterprise. Abbreviated dialing typically uses the same dial pattern as abbreviated calls dialed from Customer's Communications Manager (i.e., 4, 5, 6, 7 or 8 digits).
- B. Enterprise Phones.** Customer may eliminate Enterprise Phones and still have Communications Manager functionality from Customer's Mobile Integration Phones.

2. CUSTOMER RESPONSIBILITIES

2.1 Equipment

- A. Required Equipment.** In order to receive the benefits of Sprint Mobile Integration, Customer must work with Sprint and the applicable Cisco, Avaya or Tango Networks professional services teams, or the professional services team of a Sprint-approved value added reseller, to install and configure the following required Customer premise based equipment:

- (1)** For Sprint Mobile Integration with Cisco, a Cisco Unified Communications Manager release 6.1.2-1000-13 or later 6.X release that is Sprint qualified to operate with Sprint Mobile Integration

and a Cisco Unified Border Element (“CUBE”) that is Sprint qualified to operate with Sprint Mobile Integration. Customer’s Sprint account team can provide qualification information prior to Customer placing an Order for Sprint Mobile Integration.

- (2) For Sprint Mobile Integration with Avaya, an Avaya Communication Manager 5.0 or higher and SIP Enablement Services 5.1. Customer’s Sprint Account team can provide qualification information prior to Customer placing an Order for Sprint Mobile Integration.
- (3) A SIP connection (cable) from Customer’s Cisco or Avaya equipment to the CUBE, if such connection is included in the Design.
- (4) For Sprint Mobile Integration with Tango Abrazo, one of the following Sprint-qualified IP PBXes, or another IP PBX that becomes Sprint-qualified in the future: Nortel SL-100; Nortel DMS-100; Nortel MCS5200 9.1; Nortel MCS5100 3.5; Nortel CS1000 4.5, 5.0 or 5.5; Nortel2000 SN09 or SN10; Cisco CM 4.1, 5.1, 6.1 or 7.0; Cisco UCME 7.1; Avaya CM 4.0 or 5.0; Alcatel OXE 7.1; Broadsoft Broadworks R14; Broadsoft (Sylantro) Synergy Release 4; Microsoft OCS R2 w/Exchange; Asterisk 1.2 or 1.4; or Mitel 3000. Customer’s Sprint account team can provide qualification information prior to Customer placing an Order for Sprint Mobile Integration.

B. Equipment Location. Any proposal by Customer to place any of the equipment described in subsection A in a location outside of the United States must be approved in advance by Sprint, acting in its sole discretion.

C. Wiring and Cabling. Customer’s local area network (LAN) must be compatible with Sprint Mobile Integration. Customer is solely responsible for all inside wiring, LAN switches or routers, and devices used in connection with Sprint Mobile Integration.

D. Sprint Mobile Integration-Enabling Equipment. Sprint will advise Customer on specific devices and models of equipment approved for use with Sprint Mobile Integration based on Customer’s chosen features. Sprint sells equipment under the terms of the Sprint Equipment Sales Product Annex as posted at www.sprint.com/ratesandconditions. If Customer does not wish to purchase enabling equipment, Sprint will suggest third-party financing options.

2.2 Third Party Licenses. If Customer is using a Cisco Unified Communications Manager, then Customer must obtain a Device License Unit. If Customer is using an Avaya Communication Manager, then Customer must obtain appropriate EC500 and Communication Manager licenses. Customer must obtain an Abrazo E gateway software Right to Use (hardware optional) for the Abrazo E hardware to be located on Customer’s premise and the Abrazo C hardware to be located in Tango’s data center.

2.3 Data Access and Virtual Local Area Network (VLAN). In order to use Sprint Mobile Integration, Customer must purchase Sprint Global MPLS Service. Pricing for Sprint Global MPLS Service is not included in the monthly recurring charge for Sprint Mobile Integration. Sprint will accommodate the appropriate endpoint mapping for the integration of the Mobile Integration Phones with Customer’s Communications Manager. In addition, for Tango Abrazo implementations, Customer must also purchase the Sprint Global MPLS VPN VAS Half-Tunnel service to facilitate the connection between the Abrazo E hardware and the Abrazo C hardware.

2.4 Addressing. Customer must supply the Media Access Control addresses of the session initialization protocol (SIP) phones in service. Customer also must supply public IP addresses for each gateway device. If a Customer-managed router is placed in front of a Sprint managed SIP proxy device, Customer must point the Simple Network Management Protocol (SNMP) community string of that router to a Sprint-provided IP address to enable Sprint to manage the SIP proxy device. Customer-managed routers must enable “quality of service” to prioritize voice traffic throughput.

2.5 Customer Premise Media Gateway or CUBE Location. Customer must provide Sprint with the location for each Customer Premise Media Gateway (“Media Gateway Location”) and CUBE (“CUBE Location”). The Media Gateway Location, and if included in the Design, CUBE Location, must consist of a valid, verifiable street address and additional premises information. Any proposal by Customer to position a Media Gateway Location outside the United States will be subject to approval by Sprint, acting in its sole discretion. Customer must update the Media Gateway Location or CUBE Location with Sprint whenever Customer changes the physical location of a Customer Premise Media Gateway or CUBE.

2.6 Help Desk. Customer must direct all support calls to Customer’s internal helpdesk or telecom manager for triage. Sprint may refuse support calls from persons other than Customer’s designated network administrators.

3. SPRINT RESPONSIBILITIES

- 3.1 Implementation.** Sprint's implementation processes for each of Customer's Communications Managers include:
- A. Network Assessment.** Sprint will perform a network assessment of Customer's existing network and equipment and develop a design statement prior to installation.
 - B. Radio Frequency Assessment.** Sprint will perform a Radio Frequency ("RF") assessment prior to installation to ensure that each Customer location has adequate RF coverage to utilize Sprint Mobile Integration.
 - C. Wireline and Wireless Set Up and Call through Testing.** Sprint will set up the appropriate software and hardware configurable parameters at the point of the Customer enterprise where Sprint Mobile Integration has been installed and the infrastructure completed, and will provide functional testing to confirm the Service delivery aspects of Sprint Mobile Integration.
 - D. Training Materials.** Sprint will make a user guide available to Customer's telecom managers.
- 3.2 Service Maintenance.** In order to maintain the quality of Sprint Mobile Integration, Sprint will perform preventative maintenance and software updates to the network.
- A.** "Scheduled Maintenance" is performed for functions such as hardware and software upgrades and network optimization. Sprint will perform Scheduled Maintenance at times that are anticipated to minimize disruption of Customer's service and activity. Sprint will use commercially reasonable efforts to provide advance notice of all Scheduled Maintenance.
 - B.** "Demand Maintenance" may occur as a result of unexpected events and is performed when Sprint Mobile Integration elements are in jeopardy. Sprint will perform Demand Maintenance at its discretion. Due to the nature of Demand Maintenance, prior notification may not be possible; however, Sprint will inform Customer when maintenance is complete.
- 3.3 Customer Support.** Sprint will provide the following Customer support in connection with Sprint Mobile Integration:
- A.** Tier 1 Help Desk support for Customer's telecom manager;
 - B.** Logging of the enterprise trouble ticket;
 - C.** Basic troubleshooting;
 - D.** Escalation with Sprint's vendors, if required; and
 - E.** Fielding features and functionality questions from Customer's telecom managers.

4. TERMINATION

- 4.1. Third Party Support.** In addition to other rights of the parties to terminate under the Agreement, Sprint may terminate Sprint Mobile Integration in whole or in part on 30 days' prior written notice if Sprint is unable to secure continued third-party support for Sprint Mobile Integration.
- 4.2. Second Line Calling.** For Sprint Mobile Integration with Cisco, the Mobile Integration Phone Number appears on the Enterprise Phone as a second line. Customer is prohibited from originating calls from this second line. If Sprint determines that Customer is originating calls from the second line, Sprint reserves the right to notify Customer and terminate Sprint Mobile Integration.

5. DEFINITIONS

- 5.1. "Enterprise Phone"** means a user's enterprise desk phone or soft phone.
- 5.2. "Nationwide Sprint Network"** means the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 5.3. "Nextel National Network"** means the Sprint-owned or controlled iDEN wireless network, including network owned or controlled by Nextel affiliates or partners, used by Sprint to provide Nextel Services.
- 5.4. "Nextel Services"** means wireless Services provided by Sprint on the Nextel National Network using iDEN technology.

- 5.5. **“PowerSource™ Phone”** means a device that provides wireless voice and data Services over the Nationwide Sprint Network (using CDMA technology) and Nextel Direct Connect® Services over the Nextel National Network (using iDEN technology).
- 5.6. **“PSTN”** means the public switched telephone network.
- 5.7. **“Sprint Service Provider Affiliate”** means an entity that has entered into an arrangement with Sprint to construct wireless network coverage, perform operational functions in defined geographic areas, and provide mobile wireless telecommunications products and services under the “Sprint” service marks or any other service marks subsequently used by Sprint.
- 5.8. **“Sprint Phone”** means a wireless device activated on the Nationwide Sprint Network.
- 5.9. **“Sprint Services”** means wireless Services provided by Sprint and authorized Sprint Service Provider Affiliates on the Nationwide Sprint Network using CDMA technology.