

SPRINT PLUS SERVICES PRODUCT ANNEX

This Sprint Plus Services Product Annex, together with either the Sprint Standard Terms and Conditions for Communications Services or a Sprint cover agreement (i.e., the Sprint Master Services Agreement or Custom Service Agreement), govern Sprint's provision and Customer's use of Sprint Plus Services (the "Service") as specified in a Statement of Work or other applicable Sprint order form (the "Order"). If a conflict exists between the Standard Terms and Conditions for Communications Services or the cover agreement and this Product Annex, this Product Annex will control.

1. **TERM.** The Order will specify the applicable service term, if any, or projected start and end dates for the Service. If stated as a term, the Order term begins on the first day of the first billing month after both parties sign the Order ("Commencement Date").
2. **ORDER.** Customer must sign the applicable Order, which describes the technical skills assigned to Customer, the scope of work and any other applicable terms and conditions not included in this Product Annex, the Standard Terms and Conditions or the cover agreement.
3. **PRICING.** Unless expressly stated otherwise in the Order, Sprint will charge an hourly rate for the Service, based on Sprint's standard list price and actual hours worked, plus any travel expenses required to provide out of area support. Pricing stated in an Order signed by both parties will control over Sprint's standard list pricing.
4. **SPRINT PLUS SERVICES.**

4.1 Core Services. The following core services, as applicable, are provided at no additional charge with Customer's purchase of a Sprint network service. Other projects, resources, activities or services not referenced in this summary may incur a charge as a Sprint Plus Service.

- A. **Customer Service/Billing and Invoicing Development.** Sprint Customer Service and Billing and Invoicing Development (BID) organizations will perform the following core services: (1) assist Customer with establishing a billing hierarchy; (2) develop billing solutions/options; (3) review the first month's invoice with Customer on new and changed service; and (4) work with Customer to resolve Customer billing disputes.
- B. **Network Service Manager/Service Support Engineer.** Sprint Network Service Managers (NSMs) or Service Support Engineers (SSEs) will perform the following core services: (1) provide exception management, including involving Sprint subject matter experts, to address chronic service issues ("chronic" being defined as three of the same type of outages within any 31-day period) or severe, extended outages related to Sprint service elements; and (2) issue event analysis and development of action plans for prolonged Sprint network related outages.
- C. **Engineering.** Sprint Solutions Design Engineers (SDE), Implementation Engineers (IE), and Service Support Engineers (SSE) will perform the following core support functions when assigned to an account or opportunity: (1) gather Sprint product information for opportunities when requested by Customer; (2) create a standard Sprint Network Design Document (NDD), including application assumptions and transport, redundancy and WAN topology, for customers buying Wide Area Network (WAN) transport; (3) create the Managed Network Services (MNS) Network Design (Layer 3 and above) for customers buying this services; (4) provide functionality testing of Sprint-proposed design for a Sprint-initiated trial or proof of concept test in the Sprint Service Solutions Lab (SSL); and (5) provide appropriate technical information for services ordered.

D. Technical Application Consultant (TAC) or Service Delivery Manager (SDM). The TAC or SDM is a shared resource that will perform the following core services: (1) define service delivery information, including technical criteria, with Customer; (2) review with Customer the resources and responsibilities required to complete service delivery; (3) provide a standard Sprint implementation plan (for 10 or more sites); (4) verify completion of Sprint-initiated projects (i.e., project with network-wide changes that may impact customers) via weekly meetings, if necessary and drive open issues to resolution; and (5) provide the initial, Standard Customer Inventory Report following initial network implementation and after services are added. A “Standard Customer Inventory Report” is the output from the Sprint inventory management tool ACIS for supported products and services.

E. Program Manager. The Sprint Program Manager is a shared resource that will perform the following core services for Customer network conversions or Sprint-initiated projects: (1) coordinate complex, unique, and/or large projects; (2) create a standard Project Plan; (3) conduct scheduled Program Review meetings; and (4) monitor project through the project life cycle to ensure project milestones or schedules are achieved or adjusted as necessary to meet project deliverables.

4.2 Custom Services. Sprint will provide the following Sprint Plus Services at an additional charge, unless the parties agree otherwise in writing. This list is not all inclusive, but represents a sampling of available custom services.

1. Expedites
2. Customer-Initiated Change Requests (CIC Requests)
3. After Hours Support
4. Dedicated Support – Network Service Manager, Technical Applications Consultant, Engineering Services and/or Program Manager
5. Service Delivery Support
6. Ad Hoc Reporting for Voice and Data Traffic Analysis, Customized billing, and other Custom Reports requested by Customer
7. Customized Service Quality Reviews
8. Customized Implementation Plans
9. Customized Training
10. Customized Project Plans
11. Customer Network Design and Redesign
12. Customer Network Analysis/Baselining
13. Customer Equipment Configuration Support
14. Customer Trouble Resolution Support
15. Inside Wiring Management
16. Wholesale CIC Activation (for Wholesale customers)
17. Wholesale SMS/800 Services (for Wholesale customers)

5. SPRINT RESPONSIBILITIES.

5.1 Sprint will perform work as described in a signed Sprint Statement of Work (SOW) in a good workmanlike manner, satisfying at least generally accepted practices or procedures. Sprint warrants that none of its referred or assigned employees are unauthorized aliens as defined in the Immigration Reform and Control Act of 1986.

5.2 Sprint will perform work during normal business hours (8AM – 5PM, local time, Monday – Friday), unless otherwise stated in the SOW.

5.3 Sprint is not liable for direct damages related to network security breaches, intrusions (including denial of service, hackers, holes/worms, and other software deficiencies), or equipment damages that occur in the course of performing the Sprint Plus Service.

5.4 Sprint will provide standard customer service support for Sprint Plus Services.

6. CUSTOMER RESPONSIBILITIES.

6.1 Customer will designate a primary contact for the duration of the Sprint Plus Services SOW term. This contact will arrange Sprint access to required resources, including people, documentation, equipment and facilities. The contact will also coordinate the review of the project deliverables as defined in the SOW, and attend project status meetings.

6.2 Customer will provide Sprint personnel with a safe and adequate work area, including analog dial to remote locations, as required.

6.3 Customer will follow Sprint's Change Control Procedures for any changes, which may include revisions to the payment schedule.

7. OTHER TERMS AND CONDITIONS.

7.1 **Non-Solicitation.** During an Order term and for one year after an Order terminates, Customer agrees not to solicit or hire Sprint's employees or subcontractors, who have contact with Customer as a result of an Order, without Sprint's prior written permission. If Customer hires a Sprint employee or subcontractor, Customer will pay Sprint, as liquidated damages, an amount equal to 50% of the accepting employee or subcontractor's new annual salary. For purposes of this provision only, "Customer" includes any of Customer's affiliates that have contact with the accepting employee or subcontractor as a result of an Order. This provision does not limit Sprint's other remedies that may be available at law or in equity.

7.2 **Delivery.** Sprint is not liable for delays in service delivery caused by Customer or third parties not controlled by Sprint.

7.3 **Employee Benefits.** Sprint will pay and be fully responsible for applicable federal, state and local taxes, and FICA requirements for Sprint employees' services while on assignment to Customer. Sprint will indemnify Customer based on any claims for unpaid federal, state, or local taxes or FICA requirements from Sprint employees' services performed while assigned to Customer. Sprint will also indemnify Customer for any Fair Labors Standards Act claims for minimum wage and overtime payments to Sprint employees under an Order.

7.4 **Proprietary Information.** Unless otherwise provided in the applicable SOW, all documentation provided by Sprint to Customer as part of Sprint Plus Services, including but not limited to design, network configuration, pricing, assessment, planning, or similar information, will remain Sprint's proprietary information and be treated as confidential information subject to the parties' mutual nondisclosure agreement. Customer agrees not to provide this information to any third party without Sprint's prior written consent, except as authorized by the parties' nondisclosure agreement.