



**Business Wi-Fi from Sprint  
SERVICE LEVEL AGREEMENT  
Effective: June 20, 2016**

1. **POLICY.** Sprint provides this Business Wi-Fi from Sprint Service Level Agreement (“SLA”) for those customers who (A) are purchasing Business Wi-Fi from Sprint (“Business Wi-Fi”) in at least one location with a least a 24 month Site Order Term pursuant to the terms of an active Service Agreement between the customer and Sprint (“Service Agreement”), (B) are in full compliance with the terms of the Service Agreement, and (C) do not have a past due balance on their Sprint account. If a customer meets the foregoing qualifications, then subject to the terms set forth in this SLA, Sprint will provide service credit(s) for that customer in the event that Sprint fails to meet the service commitments set forth in this SLA (“Service Commitments”). Customers are not authorized to disclose the metrics set forth in this SLA to any third party.
2. **DEFINITIONS.** Capitalized terms not specifically defined within this SLA are defined in the Service Agreement.
  - A. “Access Point (AP)” means the wireless hardware device enabling Business Wi-Fi.
  - B. “Contract Year” means the 12-month billing period commencing on the first day of the month after a customer’s Service Agreement becomes effective and each successive 12-month billing period thereafter.
  - C. “Dispatch” means any Site Outage that requires a physical dispatch by a technician to the customer’s Site or any ticket routed to a 3<sup>rd</sup> party.
  - D. “No Trouble Found” means a customer reports a problem that cannot be duplicated by Sprint. For example, customer reports an out-of-service condition, but Sprint sees its service up and active with no evidence of a recent outage.
  - E. “Degraded Service” means a service degradation (but the Site can still transmit data) caused by one or more Sprint managed network hardware or transport elements, as documented in Sprint’s Trouble Reporting System (TRS).
  - F. “Site” means a Sprint managed customer edge router, Sprint managed switches, and Sprint managed AP(s) at a single Customer location.
  - G. “Site Outage” means a complete inability to transmit or receive data at a Site and the event is recorded as a “Severity 1 or 2” condition in Sprint’s TRS.
  - H. “Site Outage Time” means the total duration of the Site Outage as documented in Sprint’s TRS, until Business Wi-Fi at the Site has been restored.

**3. SERVICE COMMITMENTS.**

**A. Site Availability Commitment.**

- (1) The “Site Availability Rate” is the percentage of time in a calendar month that Business Wi-Fi at a Site is available, as compared to the total number of available minutes within a given calendar month. The Site Availability Rate is calculated as follows: (Total number of available minutes in a calendar month - total Site Outage Time in minutes) / (total number of available minutes in the calendar month) x 100 (for the percentage). The “Site Availability Commitment” is set forth in Table 1 below.

**TABLE 1: Site Availability Commitment**

Type	Committed Metric	Outage Time	Service Credit
Business Wi-Fi Site	99.9%	Between 44 minutes and 60 minutes	10% of the MRC for the affected Site
		Each additional whole hour over 1 hour	Additional 3% of the MRC for the affected Site

- (2) Notwithstanding the foregoing, if Sprint fails to meet the Site Availability Commitment and the MTTR Commitment (as defined below) in the same month, the customer must choose either the service credit associated with the Site Availability Commitment or the service credit associated with the MTTR Commitment. A customer may not receive service credits for both commitments in the same month.



## B. Mean Time to Repair Commitment.

- (1) The Mean Time to Repair (“MTTR”) is the monthly average of the time it takes for Business Wi-Fi to be restored at a Site after a trouble ticket has been opened. The MTTR is calculated as follows: total repair time for a Site divided by the number of trouble tickets for that Site opened during the calendar month. The “MTTR Commitment” is set forth in Table 2 below.

**TABLE 2: MTTR Commitment (in Hours)**

Incident	No Dispatch Required	Dispatch Non-AP <sup>2</sup>	Dispatch AP <sup>1</sup>
Site Outage	4	8	Next Business Day
Degraded Service	8	8	Next Business Day
Service Credit	10% of the MRC for the affected Site		

- (<sup>1</sup>) Site Outages or Degraded Service trouble tickets requiring Dispatch that are reported after 1 pm central time may require an additional business day to resolve.
- (<sup>2</sup>) The 8 hour Dispatch Non-AP commitment is only available for customers who have entered into a 4 hour maintenance agreement with Sprint. The Dispatch Non-AP commitment for customers who do not have a 4 hour maintenance agreement with Sprint will be the next business day.
- (2) Notwithstanding the foregoing, if Sprint fails to meet the MTTR Commitment and the Site Availability Commitment in the same month, the customer must choose either the service credit associated with the MTTR Commitment or the service credit associated with the Site Availability Commitment. A customer may not receive service credits for both commitments in the same month.

## C. Proactive Site Outage Commitment.

- (1) Sprint will proactively detect and open a trouble ticket on at least 90% of the Site Outages occurring each calendar month, averaged across all of the Sites (“Proactive Site Outage Commitment”). Sprint will determine whether it has met the Proactive Site Outage Commitment using the following calculation: (number of Sprint-initiated Site Outage trouble tickets – number of customer-initiated Site Outage trouble tickets) / (number of Sprint-initiated Site Outage trouble tickets) x 100 (for the percentage).
- (2) The available service credit for Sprint’s failure to meet the Proactive Site Outage Commitment will equal 2% of the Site MRC for the affected Site(s).

## D. Site Network Change Requests (“NCRs”)

- (1) A customer must submit to Sprint written NCRs for Sites. If the NCR contains complete and accurate information (“Site NCR”), Sprint will provide the customer with a written acknowledgment and Sprint will complete the Site NCR within the following time-frames (“Site NCR Commitment”):
- Simple NCRs involving a single customer site - 24 hours;
  - Complex NCRs that impact a majority of the customer’s network - 72 hours; and
  - Redesign NCRs that require additional hardware, dispatch to the Site or falls outside of a pre-determined Simple or Complex NCR – will be implemented in a mutually agreed timeframe.
- (2) Notwithstanding the foregoing, the Site NCR Commitment timeline may increase if the customer has multiple devices at a Site. Once the Site NCR has been completed, Sprint will notify the customer via email.
- (3) The available service credit for Sprint’s failure to meet the Site NCR Commitment will equal 100% of the billed NRC charges for the affected Site.

## 4. EXCLUSIONS. Sprint will exclude the following factors when calculating Sprint’s performance under this SLA:

- A. Maintenance, whether scheduled or emergency;
- B. The customer’s delay in responding to Sprint’s requests for assistance to repair a Site Outage, or the customer’s failure to release the circuit for intrusive testing;
- C. Extended demarcation, Sprint provided access, customer provided access, facilities, or transport services not procured through Sprint;



- D. Customer-requested changes to Business Wi-Fi;
- E. Force Majeure Events;
- F. Equipment or services not authorized, provided, or certified by Sprint;
- G. Changes to firewall policies during the first 30 calendar days following the installation of Business Wi-Fi;
- H. Site Outages is resolved as No Trouble Found;
- I. Site Outage Times of less than 60 seconds; or
- J. The customer's utilization of wireless or broadband backup.

**5. SERVICE CREDITS.**

**A. Generally.** If a customer believes that Sprint has failed to meet a Service Commitment, the customer may request a service credit by contacting the customer's Sprint Account Representative in writing within 15 business days after the (1) end of the applicable calendar month for the Site Availability Commitment, MTTR Commitment, and Proactive Site Outage Commitment; and (2) Site NCR was supposed to be completed. If Sprint determines, in its sole discretion, that Sprint failed to meet the applicable Service Commitment, then Sprint will issue the applicable service credit described above, not to exceed the limits in the Maximum Service Credits section below. Sprint will apply approved service credits to the customer's invoice during the next billing cycle. Sprint's determination as to whether a Service Commitment has been met will be final, binding and conclusive, and the service credits issued under this SLA will be the customer's sole and exclusive remedy for Sprint's failure to meet a Service Commitment.

**B. Maximum Service Credits.**

- (1) Maximum Monthly Service Credit. In no event will any service credits issued to a customer for a single calendar month exceed 20% of the Site MRC for the affected Site.
- (2) Maximum Yearly Service Credit. In no event will the cumulative total of service credits issued to a customer during a Contract Year exceed 20% of such customer's total MRCs for all Sites.

**6. APPLICABILITY.** Sprint reserves the right to revise this SLA at any time. Customers are subject to the then-current terms of this SLA at the time of the event(s) giving rise to a customer's request for a service credit.