

## ADDENDUM A-2

### Sprint Carrier Ethernet – Ethernet Private Line (“EPL”) and Ethernet Virtual Private Line (“EVPL”) Service Level Agreements (“SLA”)

#### 1. Policies

1.1 Eligibility. This SLA is available only for a Customer who (i) is in full compliance with the terms of its Service Agreement, (ii) does not have a past due balance on its account, and (iii) is not blocking Internet Control Message Protocol (ICMP) traffic.

#### 1.2 Service Credits.

- A. If Customer believes Sprint has failed to meet one of the Service Level Commitments set forth in this Service Level Agreement, Customer must submit a written request for a Service Credit to Customer’s Sprint account representative within 30 calendar days after the end of the month for which a Service Level has not been met to be eligible for the applicable Service Credit.
- B. If Sprint determines, in its sole discretion, that (i) Customer meets the eligibility requirements set forth in both Section 1.A above, and in the particular service and performance commitments set forth below and (ii) Sprint failed to meet an applicable service performance level as more fully described in Sections 4 through 8 of this SLA (the “Service Level Commitment(s)”), where such failure was not due to any exclusion set forth in this SLA, then Sprint will issue the applicable Service Credit to the Customer as set forth below, not to exceed the limits set forth in Section 10. Sprint will apply approved Service Credit(s) to a Customer’s invoice within 2 complete billing cycles. Sprint’s determination as to whether a Service Level Commitment has been met will be final, binding and conclusive. Service Credits provided under this SLA will be Customer’s sole and exclusive remedy for Sprint’s failure to meet the Service Level Commitments.

2. Description Sprint Carrier Ethernet Service (“Carrier Ethernet”) is a high speed data service which provides a transparent point- to-point OSI Layer2 VPN connection over Sprint’s MPLS backbone. Sprint Carrier Ethernet Services travel between two distinct interfaces: User to Network Interfaces (UNI’s) and/or External Network to Network Interfaces (ENNI’s). Ethernet Virtual Connections (EVCs) are required to create point-to-point and/or multipoint virtual connections between these interfaces. The two interfaces consist of a loop or access component that connects the Customer’s premise to the network and a Port that provides the Ethernet Services. A Network Interface Device (NID) will be deployed at a Customer premises as part of the Ethernet UNI service and will be the demarcation point for the Ethernet Service. Customer Premise Equipment (CPE) such as a router or switch is required at the Customer’s premises to connect to the NID.

3. Definitions. Capitalized terms not otherwise defined in this SLA will have the meanings set forth in a Customer’s Service Agreement.

- 3.1 “Access” means the circuit that connects the demarcation point of the Customer premises to the network edge of the Sprint IP/MPLS network or Sprint Authorized Partner network. Also referred to as the Local Loop.
- 3.2 “Aggregated Ethernet” means third-party provided virtual switched Ethernet service access also known as Ethernet Virtual Private Line (EVPL), which is terminated to Sprint’s network with other switched services over a shared interface (NNI)
- 3.3 “Broadband” means a shared transmission technology, that is not dedicated and offers no committed information rate. Examples include but are not limited to DSL, Cable/DOCSIS, GPON-US, and mobile broadband (LTE/5G). In this document, Broadband refers to one of the following specific Sprint product offerings: National Broadband, Sprint Broadband Internet Connection or Supplemental Access.
- 3.4 “Contract Year” means the 12-month billing period beginning on the first day of the month after a Customer’s Service Agreement becomes effective and each successive 12-month billing period thereafter.
- 3.5 “Customer Commit Date” means the scheduled service installation date as determined by Sprint and communicated to a Customer.
- 3.6 “Dedicated Ethernet” is an Ethernet Private Line (EPL) that terminates directly to the Sprint network on its own interface.
- 3.7 “Dispatch” means any Site Outage that requires a managed hardware repair or replacement, a physical dispatch by a technician to a Customer’s Site, or any ticket routed to a third party (e.g., an access vendor).
- 3.8 “Diverse Building Entrance” means multiple separate Access facilities that do not share any common points: (a) are located on different building faces (i.e. North and South, rooftop and lower entry level floor, etc.). (b) include separate underground cabling and fiber facilities to enter buildings, and (c) include separate conduit and minimum point of entry (MPOE) termination points.
- 3.9 “Domestic” means any location within the 48 contiguous states of the United States, including the District of

Columbia.

- 3.10 "Ethernet Private Line" OR "EPL" provides an Ethernet Virtual Connection (EVC) between Customer Service Locations that enables the Customer to use any VLANs without coordination with Sprint. Ethernet Frames from an Ethernet UNI are delivered unchanged to the other Ethernet UNI.
- 3.11 "Ethernet Virtual Circuit" or "EVC" An EVC is an association of two or more UNIs that limits the exchange of Service Frames to UNIs in the Ethernet Virtual Connection (EVC). A given UNI may support more than one EVC.
- 3.12 "Ethernet Virtual Private Line" or "EVPL" provides an Ethernet Virtual Connection (EVC) between two or more Customer Service Locations and supports the added flexibility to multiplex multiple services (EVCs) on a single UNI. Ethernet Virtual Private Line Service is similar to Ethernet Private Line Service but allows for service multiplexing at the Ethernet UNI. Ethernet Frames from the Ethernet UNI are associated with an EVC by CE-VLANs. Ethernet Frames with a CE-VLAN mapped to an EVC are delivered to the other Ethernet UNI associated with the EVC.
- 3.13 "External Network to Network Interface" or "ENNI" represents a boundary between two Carrier's Ethernet networks. ie Sprint's Carrier Ethernet Network and a local Access provider's Ethernet network.
- 3.14 "FOC Date" means the LEC confirmed the due date for access delivery.
- 3.15 "High Availability" is defined as a combination of two or more diverse, independent Sprint Provided Access circuits serving two or more independent Sprint Services i.e. Carrier Ethernet and Sprint Global MPLS terminated into CPE that is provided and/or monitored by either Sprint. Remedies are only focused on Site Availability. Customer owns circuit right sizing and application performance between Sprint Services, if different.
- 3.16 "ICMP" is part of the Internet protocol suite. ICMP messages are typically used for diagnostic or control purposes or generated in response to errors in IP.
- 3.17 "International" means any location except those in the 48 contiguous states of the United States and the District of Columbia.
- 3.18 "Inter-Region" means Sprint IP access nodes connect two regions or locations.
- 3.19 "Intra-Region" means Sprint IP access nodes within a region.
- 3.20 "Local Loop" means the circuit that connects the demarcation point of the Customer premises to the network edge of the Sprint IP network or a Sprint Authorized Partner network. Also referred to as Access.
- 3.21 "Mean Time to Repair" or "MTTR" means the monthly average of the time it takes for service to be restored for a Site after a trouble ticket has been opened for a Site Outage. The MTTR is calculated as follows: total repair time for a Site divided by the number of trouble tickets for that Site during the calendar month.
- 3.22 "Network Delay" means the average round-trip time for data traffic to be transmitted between Intra-Region or Inter-Region Sprint CE access nodes.
- 3.23 "Network Jitter" means the average variation in the delay of received packets transmitted between all Intra-Region or Inter-Region Sprint CE access nodes.
- 3.24 "Network Packet Loss" means the average percentage of packets in the calendar month that is dropped between Intra-Region or Inter-Region Sprint CE access nodes.
- 3.25 "Network Interface Device" or "NID" means a device that serves as the demarcation point (demarc) and interface between the public carrier network and the Customer premises. The NID supports remote testing of the local loop from Sprint's Network Operations Center (NOC).
- 3.26 "NNI" means a network-to-network connection between Sprint and a Sprint Authorized Partner.
- 3.27 "Node" means a redistribution point or communication endpoint for IP/MPLS circuits.
- 3.28 "No Trouble Found" means a Customer reports a problem that cannot be duplicated by Sprint. For example, a Customer reports an out-of-service condition, but Sprint sees its service up and active with no evidence of a recent outage.
- 3.29 "Out of Band" means separate physically from the Transport circuit being provided
- 3.30 "POP" means Point of Presence. A location where the provider can terminate connections from the Local Exchange Carrier (LEC) or Alternate Access Vendors (AAV)
- 3.31 "Port" means a Customer's physical entrance to, and/or exit from, the Sprint IP/MPLS network.
- 3.32 "Service Agreement" means the agreement between a Customer and Sprint for the purchase of Carrier Ethernet Services.
- 3.33 "Service Credit" means the credit specified in the tables below that Sprint will issue to a Customer for a missed

Service Level Commitment.

- 3.34 "Site" means the Transport at a single Customer location and, if the Customer is purchasing Sprint's Managed Network Solutions Complete Service ("MNS Complete"), the Sprint managed router.
- 3.35 "Site Availability" means the percentage of minutes in a calendar month that a Customer's Site was available. Site Availability is calculated as follows: Total number of available minutes in a normalized calendar month (30 days x 24 hours x 60 minutes) minus the total number of Site Outage minutes in the calendar month (not including maintenance windows and planned outages), divided by the total amount of minutes in a normalized month (as stated above), and multiplied by 100 (for the percentage).
- 3.36 "Site Installation Interval" means the total number of business days between the acceptance of an accurate and complete Customer Order, excluding network design and Order preparation time, and the date the applicable Site is installed and available for use.
- 3.37 "Site Outage" means a Site is unable to receive or transmit IP packets on the Sprint IP network, as measured by validated Sprint Severity 1 or Severity 2 (as described in the Sprint Trouble Reporting System) Site Outage trouble tickets.
- 3.38 "Sprint Authorized Partner" means an entity that has entered into an arrangement with Sprint to provide Carrier Ethernet network Transport services on Sprint's behalf.
- 3.39 "Sprint Provided Access" or "SPA" means Sprint coordinated, ordered, provisioned, installed, and maintained access facilities, including Ethernet access facilities, from end to end for telecommunications service. SPA Ethernet includes Ethernet over fiber, as well as ethernet alternative options: including Ethernet over copper, and Type II Access.
- 3.40 "Transport" means the combination of Local Loop(s) and Port(s) sold to a Customer for Site connectivity to the network edge.
- 3.41 "User to Network Interface" or "UNI" means demarcation point between a service provider and the subscriber. The UNI serves the technical boundary where protocol issues are resolved and as the point of division between the responsibilities of the service provider and those of the end user.

4. Site Service Level Commitments

4.1 Site Installation Service Level

- A. Site Installation Scope and Measurement. Sprint's Site Installation Service Level Commitment is to have the installation of a Sprint-ordered access circuit and activation of a Sprint CE Port completed within timelines of the Site Installation Interval listed in Table 1.
- B. Site Installation Commitment. The Site Installation Commitment and associated Service Credits are set forth in Table 1 below.

Table 1- Site Installation Intervals

Circuit Type	Site Installation Interval Service Level Commitment	Service Credit MRC	
		Days past Commitment	MRC %
Domestic and International FE/Gig E Customer Provided Access (excludes NID installation).	30 business days	Days past Commitment	MRC %
		1-15	25%MRC
		16-31	50% MRC
		31-45	75% MRC
		45+	100% MRC
Domestic Sprint Provided Access Aggregated Ethernet (LEC) FE/Gig E	65 business days	Days past Commitment	MRC %
		1-15	25%MRC
		16-31	50% MRC
		31-45	75% MRC
		45+	100% MRC
Domestic Sprint Provided Access Aggregated Ethernet (AAV) FE/Gig E	50 business days	Days past Commitment	MRC %
		1-15	25%MRC
		16-31	50% MRC
		31-45	75% MRC
		45+	100% MRC
	Customer Commit Date	Days past Commitment	MRC %

Domestic Sprint Provided Access Ethernet 10 Gig - 100 Gig		1-15	25%MRC
		16-31	50% MRC
		31-45	75% MRC
		45+	100% MRC
International Sprint Provided Access Ethernet 10 Gig	Customer Commit Date	Days past Commitment	MRC %
		1-15	25%MRC
		16-31	50% MRC
		31-45	75% MRC
Domestic Sprint Provided Access Dedicated Ethernet FE/Gig E	Customer Commit Date	45+	100% MRC
		Days past Commitment	MRC %
		1-15	25%MRC
		16-31	50% MRC
International FE/Gig E SPA Ethernet	Customer Commit Date	31-45	75% MRC
		45+	100% MRC
		Days past Commitment	MRC %
		1-15	25%MRC
		16-31	50% MRC
		31-45	75% MRC
		45+	100% MRC

**C. Site Installation Limits and Exclusions.**

- (1) For International Sites, the Customer Commit Date will be considered confirmed and the Site Installation Interval will begin to run, once Sprint has been able to contact the Site to verify the correct Site address and demarcation information. In addition, Sprint may amend the Customer Commit Date within 5 business days after Sprint places an order with an International access vendor if the vendor advises Sprint in writing that seasonal events or unusual circumstances will cause additional delay.
- (2) The Site Installation Service Level Commitment is subject to and conditioned upon available capacity at the time an Order is placed. If there is not available capacity, Sprint will amend the commitment to provide for deployment of additional resources or alternate solutions.
- (3) In no instance shall the total Service Credit for a Site Installation Service Level Commitment exceed 100% of the applicable MRC per circuit.
- (4) For Sites that include a Sprint managed router, Sprint will notify Customer of the Customer Commit Date after the Transport is installed and all equipment has arrived at the Customer location.
- (5) The Site Installation Service Level Commitment will NOT apply to sites where: (i) the Site is pre-qualified as an excessive build by the LEC Serving Wire Center (SWC) after Site survey; (ii) the Site is a near-net site; (iii) the Site is identified as difficult to build by the applicable Access provider; (iv) an applicable Dedicated Ethernet Access circuit requires new fiber or an end to end build; or (v) a Site is prequalified by the applicable Access provider in error.

**4.2 Site Availability Commitment.** The Site Availability Service Level Commitment and associated Service Credit is set forth in Table 2 and Table 3 below. The Site categories are:

- A. High Availability Platform. High Availability Platform SLAs are available for Sites with more than one circuit path combined with Sprint management/monitoring of CE router. The applicable SLA will vary in accordance with the chosen Site availability category. The Site availability categories are as follows:
  - (1) High Availability Max: The High Availability Max Site availability category applies when multiple Sprint Provided fiber Ethernet circuits or Local Exchange Carrier (LEC) Ethernet over copper circuits are employed in a diverse design. Access must be provided by diverse Access providers that are independent of each other. Diverse Building Entrance is required as well as separate Sprint POP's and/or Nodes. Both connections must be monitored and/or managed by Sprint whether plugged into the same or separate CPE.
  - (2) High Availability Ultra: The High Availability Ultra Site availability category applies when multiple Sprint Provided fiber Ethernet Access circuits or LEC Ethernet over copper circuits and/or Ethernet equivalents are offered in a High Availability design. Access must be provided by diverse Access providers that are independent of each other, and on separate facilities to separate Sprint POPs and Sprint Nodes. Both connections must be monitored and/or managed by Sprint whether plugged into the same or separate CPE.
- B. Standard Availability Platform: Standard Availability SLAs are available for single Circuit Sites. The Standard Availability Categories are as follows:

- (1) Standard Availability Premium: The Standard Availability Premium site availability category applies when a single Circuit Sprint Provided fiber ethernet Access or LEC ethernet over copper Circuit is offered. CE router monitoring and/or management is optional.
- (2) Standard Availability Enhanced: The Standard Availability Enhanced site availability category applies when Alternative Ethernet access is offered for a single circuit (CLEC EoC, Type II, EoD, TDMvE). CE router monitoring and/or management is optional.

**TABLE 2: Site Availability Service Level Commitment by Access Type- Domestic**

Site Availability Category <sup>1</sup> Domestic High Availability Categories	Site Availability Target	Site Outage Time <sup>2,4</sup>	Service Credit <sup>1</sup> MRC of affected Services only
Max <sup>3</sup>	100.00%	>1 minute	100% MRC
Ultra <sup>3</sup>	100.00%	>5min-1 hour 1-2hours 2-4 hours >4 hours	40% MRC 60% MRC 80% MRC 100% MRC

Standard Availability Categories con't	Site Availability Target	Site Outage Time <sup>2,4</sup>	With Sprint Managed Services <sup>3</sup>	w/o Sprint Managed Services
Premium	99.99%	>5-30 minutes >30 minutes-1 hour 1-2 hours 2-4 hours 4-8hours 8-16 hours 16-24 hours	10% MRC 15% MRC 20% MRC 25% MRC 50% MRC 100% MRC -	5% MRC 7.5% MRC 10% MRC 12% MRC 25% MRC 50% MRC 100% MRC
Site Availability Category <sup>1</sup>	Site Availability Target	Site Outage Time <sup>2</sup>	Service Credit <sup>1</sup> MRC of affected Services only	
Enhanced	99.95%	>30 minutes-1 hour 1-2 hours 2-4 hours 4-8hours 8-16 hours 16-24 hours >24 hours	10% MRC 20% MRC 30% MRC 50% MRC 75% MRC 100% MRC -	5% MRC 10% MRC 15% MRC 25% MRC 37% MRC 50% MRC 100% MRC
Port/EVC only.	99.95%	>30 min- 60 minutes 1-2 hours 2-4 hours 4-8hours 8-16 hours 16-24 hours >24 hours	5% MRC 10% MRC 15% MRC 25% MRC 37% MRC 50% MRC 100% MRC	

**TABLE 3: Site Availability Service Level Commitment by Access Type- International**

International Only				
Site Availability Category <sup>1</sup>	Site Availability Target	Site Outage Time <sup>2,4</sup>	Service Credit <sup>1</sup> MRC of affected Services only	
High Availability Categories				
Max <sup>3</sup>	100.00%	>5 minute	100% MRC	
Ultra <sup>3</sup>	100.00%	>30min 30 minutes-1 hour 1-2 hours 2-4 hours 4-8 hours >8 hours	10% MRC 20% MRC 40% MRC 60% MRC 80% MRC 100% MRC	
Standard Availability Categories	Site Availability Target	Site Outage Time <sup>2,4</sup>	Service Credit <sup>1</sup> MRC of affected Services only	
			With Sprint MNS <sup>3</sup> Without Sprint MNS	
Premium	100.00%	>30 minutes-1 hour 1-2 hours 2-4 hours 4-8hours 8-16 hours 16-24 hours >24 hours	10% MRC 15% MRC 20% MRC 25% MRC 50% MRC 100% MRC N/A	5% 7.5% MRC 10% MRC 12% MRC 25% MRC 50% MRC 100% MRC
Enhanced	99.9%	>1-2 hours 2-4 hours 4-8hours 8-16 hours 16-24 hours 24 hours-36 hours >36hours	10% MRC 20% MRC 30% MRC 50% MRC 75% MRC 100% MRC N/A	5% MRC 10% MRC 15% MRC 25% MRC 37% MRC 50% MRC 100% MRC

- (1) The Site Availability category and Service Credit set forth in this table shall be based on the final CE design provided by the account team as mutually agreed upon by the parties.
- (2) Subject to Sprint's internal confirmation of outage. Exclusions outlined in Section 9 will apply.
- (3) Sprint Managed Network Service of the CPE terminating the NID is required for Customer Site to qualify
- (4) Sprint NID must be installed at Customer Site.

**5. Mean Time to Repair Service Level Commitment.**

5.1 The MTTR Service Level Commitment is set forth in Table 4 below and is based on the country in which Customer's Site is located and the associated Service Class. The Service Class designations are provided in Table 4 below and in the MTTR Country Class Table located in Appendix A. Any country not listed in the MTTR Country Class Table will default to Service Class D.

**TABLE 4: MTTR Service Level Commitment (in Hours)<sup>1, 3</sup>**

Location	No Dispatch Required	Dispatch Required
Service Class A	4	8
Service Class B	8	12
Service Class C	12	16
Service Class D	24	36
Service Credit <sup>4</sup>	10% credit of the MRC for the Affected Site(s) for the initial period 10% for each additional 8 hours beyond the initial MTTR period.	

**5.2 Eligibility**

- A. The MTTR Service Level Commitment is only available if the local access is traditional Ethernet Access (Fiber or LEC EoC).
- B. Internationally, the MTTR Service Level Commitment where dispatch is required only applies to Sites located within 50 km from the Sprint IP/MPLS network edge.
- C. For a Customer purchasing MNS Complete, MTTR includes the Sprint managed router(s) that are configured with OOB access, and are under a same-day maintenance contract.

D. Customer may receive the greater of either the MTTR Service Credit or the Site Availability Service Credit in any given month, but not both, for the affected location.

6. Network performance Service Level Commitments.

6.1 Generally, Network Performance is the measure of how data travels through the Sprint CE regions. The network performance Commitments described in this section are measured across specific Sprint CE network nodes on an Inter-Region and Intra- Region basis each month, and apply to Sites on the Sprint CE platform. The network performance statistics for each month will be made available to Customer by Customer’s Sprint account representative by the 20th day of a month for the prior calendar month.

6.2 Network Performance Commitment and associated Service Credit is set forth in Table 5 below

- (1) Network Delay. Network Delay will be measured every 5 minutes to determine a consistent average monthly performance level for packets actually delivered between select POPs within the region.
- (2) Network Packet Loss Packet Delivery will be measured on an ongoing basis every 5 minutes to determine a consistent average monthly performance level for packets actually delivered between select POPs within the region.
- (3) Network Jitter will be measured on an ongoing basis every 5 minutes to determine a consistent average monthly performance level for packets actually delivered between select POPs within the region.

**TABLE 5: Network Performance Commitments Network Delay, Packet Loss, Jitter– Region and country details are listed in Appendix A**

Measurement Region	Network Delay (in milliseconds)	Network Packet Loss %	Network Jitter (in milliseconds)	Credit for missing target by <10% MRC of affected Services only	Credit for missing target by >20% MRC of affected Services only
<b>INTRA-REGION</b>					
North America	Less than or equal to 40ms	< 0.05%	< 1ms	5% MRC Credit	20% MRC Credit
Europe	Less than or equal to 30ms	< 0.05%	< 1ms	5% MRC Credit	20% MRC Credit
Asia	Less than or equal to 80 ms	< 0.05%	< 1ms	5% MRC Credit	20% MRC Credit
South Pacific	Less than or equal to 30ms	< 0.05%	< 1ms	5% MRC Credit	20% MRC Credit
<b>INTER-REGION</b>					
Europe to Asia	Less than or equal to 165ms	0.05%	< 1ms	5% MRC Credit	20% MRC Credit
Europe to North America	Less than or equal to 85ms	0.05%	< 1ms	5% MRC Credit	20% MRC Credit
Japan to North America	Less than or equal to 105ms	0.05%	< 1ms	5% MRC Credit	20% MRC Credit
Hong Kong to North America	Less than or equal to 170ms	0.05%	< 1ms	5% MRC Credit	20% MRC Credit
Korea to North America	Less than or equal to 145ms	0.05%	< 1ms	5% MRC Credit	20% MRC Credit
Singapore to North America	Less than or equal to 200ms	0.05%	< 1ms	5% MRC Credit	20% MRC Credit
India to North America	Less than or equal to 240ms	0.1%	< 1ms	5% MRC Credit	20% MRC Credit
South Pacific to North America	Less than or equal to 165ms	0.05%	< 1ms	5% MRC Credit	20% MRC Credit
Latin America to North America	Less than or equal to 105ms	0.1%	< 1ms	5% MRC Credit	20% MRC Credit
Chile to North America	Less than or equal to 120ms	0.1%	< 1ms	5% MRC Credit	20% MRC Credit
Colombia to North America	Less than or equal to 70ms	0.1%	< 1ms	5% MRC Credit	20% MRC Credit
Brazil to North America	Less than or equal to 120ms	0.1%	< 1ms	5% MRC Credit	20% MRC Credit

Inter-Region con't	Network Delay Commitment (in milliseconds)	Network Packet Loss	Network Jitter (in milliseconds)	Credit for missing target by <10%-ms MRC of affected Services only	Credit for missing target by >20%-ms MRC of affected Services only
Puerto Rico to Domestic US	Less than or equal to 20 ms	0.05%	< 1ms	5% MRC Credit	20% MRC Credit
Hawaii to Domestic	Less than or equal to 60 ms	0.05%	< 1ms	5% MRC Credit	20% MRC Credit
Mexico to Domestic	Less than or equal to 45 ms	0.05%	< 1ms	5% MRC Credit	20% MRC Credit

7. Site Outage Proactive Resolution Service Level Commitment.

7.1 Sprint will proactively detect and initiate service assurance on at least 90% of the Site Outages in a calendar month, measured across all Sites and calculated as follows (“Site Outage Proactive Resolution Commitment”):

- X Ticket – means Sprint-initiated Site Outage trouble ticket
- C Ticket – means Customer-initiated Site Outage trouble ticket

% Proactive = (X Tickets – C Tickets) / (X Tickets) \* 100%.

7.2 Service Credit for Sprint’s failure to meet the Site Outage Proactive Resolution Commitment will be equal to 1% of the total MRCs for the Site(s) that experienced a Site Outage in the calendar month, in addition to any Site Availability credits claimed not to exceed any maximum credits outlined in Section 10.

8. EXCLUSIONS AND AMENDMENTS

8.1 Exclusions. Sprint will not be obligated to pay any Service Credits for the failure to meet a Service Level Commitment set forth in this SLA if the failure was due to:

- A. Circumstances or delays caused by the acts or omissions of the Customer, its agents or vendors, including the failure of, or unavailability of, Customer-owned or maintained equipment (including without limitation CPE) and/or facilities necessary to install the Services;
- B. Delays attributed to extending the Local Access demarcation point.
- C. A Force Majeure Event provided however that for purposes of the SLAs contained herein with respect to High Availability Max Site availability, a fiber cut will not be considered a Force Majeure Event, if (and only if) dual entrance exists.
- D. Scheduled standard maintenance performed within the maintenance window (please refer to <http://www.sprint.net/maintview/standard.html> for current schedule of standard maintenance). Sprint reserves the right to revise Standard Maintenance Window with 72 hours prior notice via email of the Compass web portal (please refer to [https://www.sprint.net/index.php?p=support\\_maint\\_window](https://www.sprint.net/index.php?p=support_maint_window));
- E. Troubles resolved as “No Trouble Found”;
- F. Outages less than 60 seconds in duration where the Site is designed pursuant to the Standard Availability Platform.
- G. International PTT local access installation delays prior to Sprint’s acceptance of such local access;
- H. Periods when the Customer elects not to release the Ethernet Service to Sprint for testing and/or repair and continues to use it
- I. Data exceeding subscribed committed information rate, which is defined as the guaranteed data rate agreed on by Sprint and Customer.

8.2 Amendments. Sprint reserves the right to amend this SLA from time to time in its sole discretion. Service Level Commitments in this SLA are applicable for 2 years from the date the applicable Service is first ordered, after which time Sprint reserves the right to revert to the most current standard SLAs.

9. MAXIMUM SERVICE CREDITS

9.1 Maximum Monthly Service Credit. In no event, will the total amount of Service Credits issued to a Customer in any calendar month exceed 100% of the Port and Access MRC for the affected Site(s).

9.2 Maximum Yearly Service Credit. In no event will the combined cumulative total of Service Credits issued to a Customer during a Contract Year exceed 20% of such Customer’s total MRCs for all Port(s), Access and MNS charges invoiced during the Contract Year.

APPENDIX A

Table 1: CARRIER ETHERNET SERVICE REGIONS (for Network Performance Commitments)

Region	Countries
Asia	China, Hong Kong, India, Japan, Korea, Malaysia, Philippines, Singapore, Taiwan
Europe	Austria, Belgium, Denmark, France, Germany, Ireland, Italy, Norway, Russia, , Sweden, Switzerland, The Netherlands, United Kingdom, Poland



Latin America	Argentina, Brazil, Chile, Colombia
North America	Canada, Continental United States, Mexico,
South Pacific	Australia, New Zealand

**Table 2: Country Service Class (for Availability and MTTR Service Level Commitment)**

Service Class	Countries
A	Australia, Austria, Belgium, Denmark, France, Germany, Hong Kong, Ireland, Italy Japan, Netherlands, New Zealand, Norway, Singapore, Sweden, Switzerland, United Kingdom, United States
B	Canada, Chile, Colombia, Finland, Iceland, Israel, Luxemburg, Macedonia, Portugal, Puerto Rico, Spain, Taiwan, Venezuela
C	Argentina, Bahamas, Bahrain, Belize, Bermuda, Bosnia Herzegovina, Brazil, Brunei Darussalam, Bulgaria, Central African Republic, China, Costa Rica, Croatia, Czech Republic, Dominican Republic, Ecuador, El Salvador, Estonia, Gibraltar, Greece, Guadeloupe, Guam, Guatemala, Honduras, Hungary, Jordan, Kyrgyzstan, Latvia, Lebanon, Lithuania, Hungary, Malta, Martinique, Mauritania (Islamic Rep. Of), Mexico, Moldova, Monaco, Mongolia, Netherland Antilles, Nicaragua, Oman, Panama, Paraguay, Peru, Poland, Romania, Russian FD, Saudi Arabia, Slovakia, Slovenia, South Africa, South Korea, Turkey, Ukraine, United Arab Emirates, Uruguay, Uzbekistan, Virgin Islands(US)
D	Egypt, India, Indonesia, Malaysia, Philippines, Thailand, Vietnam