

## SPRINT GLOBAL SIP TRUNKING – EUROPE – PRODUCT ANNEX

The following terms and conditions in this Sprint® European SIP Trunking Service Product Annex (“**Annex**”), together with the applicable Sprint service agreement (“**Agreement**”), govern Sprint’s provision and Customer’s use of Sprint® European SIP Trunking Service. “**Service**” as used in this Annex will mean and refer to Sprint® European SIP Trunking Service. Capitalized terms not otherwise defined in this Annex have the meaning defined in the service agreement.

1. **SPRINT SIP TRUNKING SERVICE.** This fixed Service provides Customer with the ability to aggregate its inbound and outbound voice traffic over Sprint’s MPLS network. This is accomplished by providing Customer with virtual VoIP trunks that carry local, national & international voice traffic to multiple destinations (“**SIP Trunks**”). The Service covers customers with sites in the 12 Western European countries of: Austria, Belgium, Denmark, France, Germany, Ireland, Italy, Netherlands, Spain, Sweden, Switzerland and the United Kingdom. For standard outbound calls usage charges will apply based on call destination. For Toll Free customers inbound calls will generate usage charges based upon call origination type (landline, mobile, or payphone).
2. **IMPLEMENTATION**
  - 2.1 **Pre-Implementation Period.** After Customer places an Order, Customer and Sprint will work together to create a plan for implementing the Service (“**Pre-Implementation Period**”). The parties will create a statement of work, which will include (a) an implementation plan and (b) technical network design plan (“**Customer Statement of Work**”). The Pre-Implementation Period will end on the day the last party signs the Customer Statement of Work.
  - 2.2 **Implementation Period.** After the Pre-Implementation Period, Sprint and Customer will begin implementing the Service (“**Implementation Period**”). For the Implementation Period, Customer must have purchased Sprint Global MPLS with enough bandwidth to accommodate Customer’s aggregated voice traffic in addition to its data traffic. Customer will cooperate in good faith with Sprint to meet full implementation requirements to deploy the full-scale Service commencing on the date Customer signed the Customer Statement of Work with the target completion of the Customer Commit Date (CCD). Implementation will be based on the Customer Statement of Work developed in the Pre-Implementation Period.
3. **SPRINT RESPONSIBILITIES**
  - 3.1 **Pre-Implementation Period.** Sprint will:
    - A. Provide project management, including coordinating with Customer on fulfillment of Customer’s responsibilities, as set forth below and—with Customer’s prior written approval—create and manage the Customer Statement of Work and all project plans.
    - B. Pre-qualify Customer telephone numbers and locations for verification that Service is available at the locations including confirmation of Local Number Portability. Customer shall already have been notified of any telephone numbers that could not be ported and arrangements made for ordering of new Telephone Numbers.
    - C. Provide Customer a technical network design, which will be part of the Customer Statement of Work. Sprint and Customer will agree to the Customer Statement of Work before Sprint begins implementing the Service.
  - 3.2 **Implementation Period.** Sprint will:
    - A. Use commercially reasonable efforts to comply with Customer requests related to portability of existing local telephone numbers. Sprint cannot guarantee local number portability in all locations due to geographic limitations on the availability of the Service as described previously.
    - B. At Customer’s expense, install a Sprint Global MPLS to the demarcation point for each site where Customer has ordered the Service.
    - C. Provide test criteria agreed upon by Sprint and Customer for the Implementation Period and perform testing for final Customer acceptance of Service.

### 3.3 Service Assurance. Sprint will:

- A. Provide a 24/7/365 Tier 2 Help Desk (via a toll free number) to support the Service. Sprint's help desk will answer calls from Customer's telecom manager/designee and address issues within Sprint and its suppliers as needed to resolve the Service-related network specific issues.
- B. Maintain quality of service by performing preventative maintenance and software updates to Sprint's network.
- C. Perform scheduled network maintenance for functions such as hardware and software upgrades and network optimization at times that are anticipated to minimize disruption of Customer's Service. Sprint will use commercially reasonable efforts to provide advance notice of all scheduled maintenance.
- D. Perform Demand Maintenance at its discretion. As used in this Attachment, "**Demand Maintenance**" means maintenance that is required due to unanticipated events or when Service elements are in jeopardy. Due to the nature of Demand Maintenance, prior notification may not be possible; however, Sprint will inform Customer when maintenance is complete.
- E. Work with Customer to resolve the Service-related network issues. In the event that Sprint's resolution of network issues does not resolve Customer's service issues, and all known Sprint network issues are cleared, Sprint will notify Customer that it must resolve any remaining non-Sprint issue to restore service. Sprint may be willing to assist Customer in resolving non-Sprint related issues on a time and materials cost basis per the Customer Trouble Assistance Charges section of the service agreement.

## 4. CUSTOMER RESPONSIBILITIES

### 4.1 Pre-Implementation Period. Customer will:

- A. Support G.711 codec as a primary or as a secondary codec to G.729a
- B. Supply Sprint with a complete, accurate list of Customer's requirements for existing telephone numbers, new telephone numbers, trunk estimate and complete address information for each site. Sprint will use this list for pre-qualification of the Service. If any Telephone Number is not eligible for Local Number Portability or Emergency Services, then that site will not be eligible for the Service or the customer must obtain new Telephone Numbers.
- C. Block calls outside the scope of the Service through Customer's IP PBX.
- D. Identify a single person to be the point of contact who will be the primary interface to the Sprint Program Manager.
- E. Participate in the development and design of the Customer Statement of Work culminating with the review and acceptance of the Final Design.
- F. Provide Sprint approved IP PBXs and certified SIP interface gateway where required for ordering the Service. The requirements for Sprint approved IP PBXs can be obtained from Customer's Sprint account team and will be contained within the Customer Statement of Work. (If Customer does not satisfy this requirement, Sprint can terminate this Agreement).
- G. Provide Sprint with a single physical location ("**Registered Location**") for each site, consisting of a valid mailing address and any additional premise information required by applicable Emergency Services laws or governmental regulations, for each Customer device connected to the Service. Customer must update the Registered Location when Customer changes the physical location of a Customer device by sending an email to its Sprint account team and to the distribution list provided.
- H. Provide Sprint with a completed Letter of Agency and Letter of Authorization for each country.
- I. Data Protection. Sprint has obtained authorization to provide the relevant services in each of the countries where services are provided. Sprint adheres to each country's regulatory authority as it relates to Data Privacy. The Customer will provide notice to their end users that the relevant services will be provided by Sprint. If required, Sprint will assist Customer with appropriate reports needed for access requests. By signing this agreement, the customer authorizes Sprintlink International and its data processors to transfer Customer Call Detail Records (CDRs), and any other necessary information, which may include personal data, to the United States in connection with providing services and billing for services.

### 4.2 Implementation Period. Customer will:

- A. Place an order for the minimum number of SIP Trunks set forth in the Agreement.
- B. Work with Sprint Project Manager to develop an implementation schedule.
- C. Ensure these basic points are adhered to in the LAN/WAN architecture for successful VoIP deployment:
  - (1) Customer should ensure that all VoIP devices (Phones, gateways etc.) are connected to an Ethernet switch
  - (2) Customer should ensure that all Ethernet switches used for VoIP are capable of QoS and VLAN's.
  - (3) Customer should ensure Layer 3 Devices set to proper QoS / Queues / DiffServ Code Points
  - (4) Customer should ensure adequate bandwidth, switching and routing capacity exist
  - (5) Customer should ensure that VLAN's or separate physical LAN segments are properly set up to isolate and segment Voice Traffic
- D. Configure Customer SIP equipment prior to the activation of service
- E. Implement each site with a minimum of one new or ported telephone number per site.
- F. Be responsible for providing and maintaining Customer's Sprint-approved IP PBXs and certified SIP interface gateway needed for the Service. The demarcation points between Sprint's and Customer's networks will be specified in the Customer Statement of Work.
- G. Participate in testing of the Service during Implementation Period. If Customer elects not to participate in testing, the Service will be deemed accepted 5 days after installation.
- H. Complete Customer Interoperability Testing and send results and SIP traces to Sprint team
- I. Only originate calls using Sprint telephone numbers across the Service.
- J. Enable "class of service" options on the MPLS to help ensure voice quality.
- K. Instruct Customer's employees on the limitations of Emergency services when using the Service.

**4.3 Service Assurance.** Customer will:

- A. Be responsible for providing all maintenance, management and monitoring on Customer-owned equipment for the Term of the Agreement.
- B. Test any changes or modifications to Customer equipment & configurations prior to deployment as it may impact the performance and/or functionality of the service.
- C. Provide initial triage and fault isolation within Customer's IP PBX and WAN infrastructure prior to contacting Sprint's designated Tier 2 Help Desk. Customer's Tier 1 Help Desk will be responsible for communicating all service-affecting outages to Sprint's Tier 2 Help Desk.

**5. CHANGE MANAGEMENT**

- 5.1 All changes to the Customer Statement of Work must be pre-approved in writing by both parties. Customer-requested changes to an agreed upon implementation schedule will result in additional charges to Customer, and Sprint will notify Customer of any additional charges that will result from a requested change. Upon receipt of such notice, Customer may withdraw the change request and accept the original agreed upon Customer Statement of Work or proceed with the revised implementation schedule, and Sprint will bill the Customer for the additional charges.
- 5.2 Requests for service changes, configuration changes, order cancellations or service expedite must be in writing and must be coordinated with Customer's account team. The charges associated with these changes are set forth in the service agreement.
- 5.3 Requests for service moves must be in writing and will be implemented as a coordinated disconnect and install between the old and new locations. All charges associated with installation of the Service at the move to location will apply. However, the original term that was in effect for each request will remain the same as prior to moving the Service.

- 5.4 Customer's requests to disconnect SIP Trunks must be in writing and will result in disconnection charges and/or early order term termination liability if disconnected prior to the end of the contract period. Sprint will use commercially reasonable efforts to complete disconnect requests within 60 days of receiving Customer's complete written request.
- A. Customer's disconnection of a SIP Trunk prior to the end of the initial Order Term will incur the standard disconnect charge stated in the Moves, Changes, Disconnects and Expedite Charges section of the Agreement. Customer may not disconnect more than 25% of the highest aggregate number of SIP Trunks implemented during the Term (e.g., the high-water mark) without incurring early order term termination liability on the disconnected SIP Trunks that exceed 25% of the highest aggregate number of SIP Trunks implemented.
- 5.5 After completion of the Implementation Period, additional SIP Trunks will be considered a new implementation, and Sprint will charge Customer in accordance with section 6 ("Charges") below.
- 5.6 All Sprint-initiated modifications, additions and maintenance to the Service will be made at Sprint's sole cost and expense, unless otherwise stated in the Agreement. Without Customer's prior written approval, Sprint will not make any such modifications, additions or maintenance to the Service that will impact Customer's use of the Service (e.g., changes that require alterations to Customer's systems, processes, or procedures) or that may require access to Customer sites or may cause Customer to incur any additional cost or expense.
- 5.7 Customer agrees that it is fully responsible for any discontinuation of service on telephone numbers that are not ported to the Service in connection with a partial port. Customer releases Sprint from any and all liability in connection with a partial port, and Customer agrees to defend and indemnify Sprint from and against all claims associated with a partial port.

6. **CHARGES.** Sprint calculates charges for the Service as follows:

6.1 **Monthly Recurring & Install Charges**

- A. **SIP Trunk Charge.** Sprint will charge Customer an MRC and an NRC for each SIP Trunk. Each SIP Trunk is used to enable a single concurrent call for carrying Customer's daily traffic and seasonal capabilities. SIP Trunks do not include any minutes.
- B. **SIP Trunk Bursting Charges.** As Sprint configures SIP Trunks in redundant fashion, Sprint provides the Customer the ability to "Burst" into their redundant capacity, assuming all Trunk Groups are available, to handle unforeseen traffic spikes. Switzerland is not included in this capability due to in country Regulations. Customers who consistently Burst into their redundant capacity may be required to increase their ordered Trunk capacity. Overutilization will be determined as follows:
- (1) Overutilization is reached when the peak simultaneous calls are 10% or greater than the total implemented SIP trunks during any time of a given day.
  - (2) When SIP Trunks are over-utilized for 6 or more of the days in a given month, an increase in SIP Trunks to cover the overutilization will be required. This will be treated as a purchase of additional SIP Trunks in accordance with the SIP Trunking Service Charges Table.
  - (3) An average of the days with overutilization will determine the MINIMUM number of SIP Trunks that must be ordered by the Customer.
  - (4) Overutilization of SIP trunks may result in blocked calls. So while the Bursting capability can help Customer with unforeseen traffic fluctuations, it should NOT be used as a standard method for capacity management.
- C. **SIP Country Management Charge.** Sprint will charge Customer an NRC & MRC for each country they are enabling service that will incur inbound or outbound usage. This is a single NRC & MRC per country regardless of the number of customer sites or Telephone Numbers contained within the country.
- D. **Additional Trunk Group Charge.** Additional Trunk Group Charge. Standard customer design includes four trunk groups per country. When a customer requires more, they are subject to the

Additional Trunk Group Charge. The charge is a per additional Trunk Group set forth in the table below.

- E. Non-Sprint MPLS Location Charge.** Sprint will charge Customer a per Telephone MRC to allow Sprint Trunking to be used over another transport provider's data network or a Sprint transport service other than Sprint Global MPLS. For the non-Sprint MPLS locations, Customer must still port or request a new telephone number for use. Customer also acknowledges Sprint will be unable to assist in troubleshooting any issues beyond our demarcation point at the host site.
- F. SIP Telephone Number Charge.** Customers must either port or order new blocks of telephone numbers. Sprint will charge Customer an NRC for each telephone number ordered or ported.
- G. SIP Toll Free Number Charge.** Customers must either port or order new National Toll Free telephone numbers per desired country. Sprint will charge Customer an NRC & an MRC for each telephone number ordered or ported. These numbers are for Toll Free inbound usage only and cannot make outbound calls.
- H. SIP Expedite Charge.** For Customers who make an Expedite request on a given service order or change and for when that Expedite request is accepted, Customer will be charged an NRC for the associated Expedite.
- I. SIP Change Request Charge.** For customers who submit a Change Request order after the Implementation Period has begun they will be charged an NRC for the Change Request as set forth in the service Agreement. Appropriate service location is selected based on location of Change Request.

**6.2 Usage Charges.** Sprint will charge Customer for Off-Net Call minutes based on their contracted per minute rate.

- A. SIP Outbound Usage** from SIP Telephone Numbers will have termination rates to off-net locations based upon the calling destination.
- B. SIP Toll Free Inbound Usage.** Sprint will charge Customer a per minute rate for inbound Toll Free traffic based on the country of origin as well as whether the call originates from a Landline, Mobile or Payphone. \*If Customer chooses to route their Inbound traffic to a Non SIP Europe Telephone Number, this would generate two billable call legs.
- C. Non-Geographic Charges** are a special category of usage that is made up of different call types. Many of these calls types are free of charge (calls to Emergency Services or in country Toll Free numbers for example) and as such will not have any charges to the Customer. Other chargeable call types can include Directory Assistance, Short Code Services, Announcement Services, Internet Dial Services, Shared Cost & Premium Cost calls, Televoiting & other Interactive Services.
- D. Usage charges** will be on the customer invoice by service location

**6.3 Termination and Termination Charges.**

- A. Customer's Termination for Convenience.** If Customer terminates this Service for convenience, Sprint will invoice Customer for early order term termination liability equal to: (i) the average cost of Customer's prior 3 months of Service; multiplied by (ii) the number of months remaining in the Term.
- B. Sprint Termination.** In addition to the parties' other termination rights in this Agreement, Sprint may terminate the Service in whole or in part with 60 days' prior written notice if Sprint is unable to secure third-party support for the Service.
- C. Regulatory and Legal Changes.** If any change in applicable law, regulation, rule or order materially affects delivery of the Service, the parties will negotiate appropriate changes to the Attachment. If the parties are unable to reach agreement within 30 days after either party's delivery

of written notice to the other requesting renegotiation: (a) Sprint may pass any increased costs relating to delivery of the Service through to Customer and (b) if Sprint does so, Customer may terminate the Service without termination liability by delivering written notice to Sprint within 30 days of receiving written notice that Sprint is passing along the increased costs.

**6.4 Right Sizing Period.** Customer can decrease the number of SIP Trunks during the first 60 days following the Implementation Period without penalty or paying any disconnect fees provided that Customer does not go below the minimum number of SIP Trunks it committed to in the Agreement. After this 60 day period, Sprint will charge all disconnect fees and early order term termination liability.

## 7. SERVICE LIMITATIONS

**7.1 Auto-dialer Systems.** The Service is not designed for use with automated outbound dialing systems. Auto-dialers are prohibited. Sprint is not responsible for any interruption or disruption of automated outbound dialing systems connected to the Service by Customer.

**7.2 Local Number Portability.** Sprint will use commercially reasonable efforts to comply with Customer requests related to portability of existing local telephone numbers. Sprint cannot guarantee local number portability in all locations.

**7.3 Fax & Modem Systems.** Sprint does not guarantee that all fax, point of sale, postage meters, alarms and modem manufacturers' systems will work with the Service, and the Service can only support routing on a commercially reasonable effort basis. T.38 protocol is recommended. G.711 Fallback/pass through may also be used but is not guaranteed.

**7.4 Restricted Call Types.** Sprint will block calls to Premium Rate, Shared Cost, Short Code, Televoting, Internet Dial and Announcement Services telephone numbers as part of our standard configuration to protect our customers. Should a customer require the ability to call these number types, an exception request may be submitted to enable this feature.

## 8. SIP TRUNKING EMERGENCY SERVICES LIMITATIONS

**8.1 Emergency Services Limitations.** SIP Trunking completes telephone calls using Voice over Internet Protocol technology. SIP is fundamentally different from traditional telephone service and has inherent limitations. SIP does not support emergency services or other emergency functions in the same manner as traditional wireline services. By signing the Agreement, Customer certifies its awareness of the SIP limitations.

**8.2 End User Affirmative Acknowledgment.** Customer must notify end users of SIP ("**End Users**") about the Emergency Services Limitations of SIP. Customer must obtain and keep a record of affirmative acknowledgment by every End User, both new and existing, of having received and understood the advisory of the circumstances under which emergency services may not be available, as set forth in this "SIP Trunking Emergency Services Limitations" section of this Attachment. An example of an End User Acknowledgment of Emergency Service Limitations is attached as Attachment A-1 (Example End User Acknowledgment of Emergency Service Limitations). Customer must retain the affirmative acknowledgment, including after the Agreement terminates or expires. Upon Sprint's request, Customer agrees to produce promptly the acknowledgments.

**8.3 Registered Location.** Sprint requires a valid address for all End Users' primary work location addresses ("**Registered Location**") to provide SIP. The primary mechanism for routing emergency calls to the correct Emergency Service is the Registered Location at the time an emergency call is placed. The routing of calls relies on the Registered Location information when communicating with emergency operators. If the Registered Location has not been updated, is not complete, or is not accurate, the emergency call may route incorrectly.

**8.4 Relocation of End User.** If Customer uses SIP with an assigned telephone number in a location other than the Registered Location, emergency calls may not be routed to the appropriate Emergency Service for the end user's current physical location. If an End User's primary work location address changes, Customer must notify Sprint of the change and submit a new Registered Location for that End User. End User must not use SIP at any location other than the Registered Location. If an End User changes his or

her primary work location, in certain circumstances, Sprint may require a new telephone number or Sprint may not be able to provide SIP to the new location.

- 8.5 Database Updates.** If Customer does not correctly identify the physical location when defining the Registered Location, emergency calls through SIP may not reach the correct Emergency Service. During initial activation of SIP and following updates to the Registered Location information, there is a delay before complete and accurate automatic number and location information is provided to the local emergency service operator.
- 8.6 Remote Access.** If Customer uses SIP with an assigned telephone number outside the Registered Location, via softphone for instance, the Registered Location does not change and therefore will not route to the correct Emergency Service. Users traveling with a softphone are advised to use a Mobile phone to place Emergency calls.
- 8.7 Connection Failures.** SIP will not be able to make calls if Customer loses its connection to Sprint's network. Due to internet congestion and network design issues, emergency calls placed through SIP may sometimes produce a busy signal, experience unexpected answering wait times, or take longer to answer than emergency calls placed through traditional telephone networks.
- 8.8 Loss of Electrical Power.** SIP will not operate if SIP or other SIP-enabling equipment has lost electrical power. After a power outage, Customer may need to reset or reconfigure enabling equipment or devices before being able to use SIP.
- 8.9 Emergency Service Center Limitations.** The service center designated to receive emergency calls for a particular Registered Location through SIP may not have a system configured for Enhanced emergency services. The service center may not be able to capture or retain CLIs or otherwise determine the phone number, Registered Location, or physical location of the caller.
- 8.10 Limitation of Liability.** Sprint is not liable for any SIP Trunking outage or other inability of devices to dial Emergency Services, or any other emergency telephone number, or to access an emergency service operator.
- 8.11 Indemnification.** Customer will defend and indemnify Sprint, its officers, directors, employees, Affiliates, agents, and vendors affiliated with SIP Trunking, from and against all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of Customer or any third party or user of SIP Trunking relating to the failure or outage of call functionality, including without limitation those related to emergency services dialing.
- 8.12 Static Emergency Service.** This product provides static, non-nomadic, emergency service.

ATTACHMENT A-1

EXAMPLE END USER ACKNOWLEDGMENT OF EMERGENCY SERVICE LIMITATIONS

Sprint® European SIP Trunking Service (“Service”) completes telephone calls using Voice over Internet Protocol technology. The Service is fundamentally different from traditional telephone service and has inherent limitations. The Service, including Emergency Services calling, may be unavailable or limited in some circumstances, including without limitation the circumstances described below. By signing this acknowledgment, you, the end user (“End User”) certifies your awareness of the Service limitations outlined below.

- 1. **Registered Location.** Sprint requires a valid address for all End Users’ primary work location addresses (“Registered Location”) to provide the Service. The primary mechanism for routing emergency calls to the correct Emergency Service is the Registered Location at the time an emergency call is placed. The routing of calls relies on the Registered Location information when communicating with emergency operators. If the Registered Location has not been updated, is not complete, or is not accurate, the emergency call may route incorrectly.
- 2. **Limitations of Emergency Service.**
  - 2.1. **Relocation of End User.** If End User uses the Services with an assigned telephone number in a location other than the Registered Location, emergency calls may not be routed to the appropriate Emergency Service for the end user’s current physical location. If an End User’s primary work location address changes, End User must submit a new Registered Location for that End User. End User must not use the Service at any location other than the Registered Location.
  - 2.2. **Remote Access.** If End User uses the Service with an assigned telephone number outside the Registered Location, via softphone for instance, the Registered Location does not change and therefore will not route to the correct Emergency Service. Users traveling with a softphone are advised to use a Mobile phone to place Emergency calls
  - 2.3. **Connection Failures.** The Service will not be able to make calls if End User loses the connection to Sprint’s network. Due to internet congestion and network design issues, Emergency Service calls placed through the Service may sometimes produce a busy signal, experience unexpected answering wait times, or take longer to answer than Emergency Service calls placed through traditional telephone networks.
  - 2.4. **Loss of Electrical Power.** The Service will not operate if the Service or for other Service-enabling equipment has lost electrical power. After a power outage, End User may need to reset or reconfigure enabling equipment or devices before being able to use the Service.
  - 2.5. **Database Updates.** If End User does not correctly identify the physical location when defining the Registered Location, Emergency Service calls through the Service may not reach the correct Emergency Service. During initial activation of the Service and following updates to the Registered Location information, there is a delay before complete and accurate automatic number and location information is provided to the local emergency service operator.
- 3. **Emergency Service Center Limitations.** The service center designated to receive emergency calls for a particular Registered Location through the Service may not have a system configured for Enhanced emergency services. The service center may not be able to capture or retain CLIs or otherwise determine the phone number, Registered Location, or physical location of the caller.
- 4. **Limitation of Liability.** Sprint is not liable for any Service outage or other inability to dial Emergency Service or otherwise access an emergency service operator.
- 5. **Acknowledgment.** End User acknowledges that he/she understands and accepts the Service limitations and terms set forth herein and that all of End User’s questions regarding the Service limitations have been answered.

Acknowledged and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

END USER: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_