



**SPRINT WORKPLACE-AS-A-SERVICE (“Workplace”)
SERVICE LEVEL AGREEMENT
Effective: September 16, 2015**

1. **POLICY.** As one indicator of Sprint’s service commitment, Sprint provides Service Level Agreements (“**SLAs**”) covering Services and performs ongoing measurement of its service metrics. Any commitment and/or remedy provided under this Workplace SLA are sole and exclusive for eligible SLA violations. This Workplace SLA only applies to those Sprint customers that are: (i) purchasing Workplace Service in at least one location with a minimum two year (24 months) term commitment; and (ii) in compliance with the material terms and conditions of the service agreement with Sprint.

If a Customer believes that Sprint has failed to meet any Workplace Service Commitment, then Customer must contact its Sprint account representative in writing within 15 business days of the failure. Upon Sprint’s verification that it missed the applicable Workplace Service Commitment, then Sprint will issue a Service Credit to the Customer as specified in that Service Commitment. Sprint will apply approved Service Credits to the Customer’s invoice during the next billing cycle. Sprint’s decisions on the Workplace Service SLAs or associated Service Credits are final and binding and are within Sprint’s sole discretion.

2. **DEFINITIONS.** The following terms are used within the SLA and are defined as:

- A. “Access Point (AP)”** means the wireless hardware device enabling the premise WiFi service.
- B. “Contract Year”** means the 12-month billing period commencing on the commencement date of the applicable service agreement and each successive 12-month billing period.
- 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 3rd party (such as an access vendor).
- D. “Local Loop”** means the circuit that connects from the demarcation point of the customer premises to the network edge of Sprint.
- E. “Measurement Period”** means a calendar month.
- F. “Move, Add, Change, & Disconnect (MACD)”** means Workplace Service Moves, Adds, Changes & Disconnects to Sprint managed hardware, user profiles, or other Service Components, requested by the Customer.
- i. “Simple Site MACD”** means a minor MACD that can be implemented remotely to a single device.
- ii. “Complex Site MACD”** means a MACD that can be implemented remotely and is complex or affects multiple devices.
- iii. “Workplace Redesign”** means a network change that requires additional hardware, dispatch to the Site or falls outside of pre-determined Simple or Complex MACD list; these are implemented in a mutually agreed timeframe.
- iv. “Service Component MACD”** means a MACD that requires changes to a Service Component.
- G. “No Trouble Found”** means a Sprint 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.
- H. “Service Component”** means hosted Lync (including: instant messaging, voicemail, local/long distance calling, web conferencing, audio conferencing), WiFi Services (WiFi Authentication).
- I. “Service Component Availability”** means the percentage of time in a Measurement Period the Customer’s Service Component on the network was available. Service Component Availability is calculated as:

Total amount of minutes in a normalized month (30 days x 24 hours x 60 minutes) minus the total amount of validated Service Component Outage Time in minutes as measured by Sprint trouble tickets in the Measurement Period (not including maintenance windows, planned outages, or excludable events) divided by the total



amount of minutes in a normalized month (as stated above) and multiplied by 100 (for the percentage).

- J. **“Service Component Outage”** means the total time that all users at Customer's Site are unable to utilize the agreed upon Service Component, as recorded by a Severity-Two trouble ticket within the Sprint ticketing system.
- K. **“Service Component Outage Time”** means the total duration of the Service Component Outage as documented in Sprint's Trouble Reporting System (TRS), until the Service Component at the Site has been restored.
- L. **“Service Credit”** means a financial remedy for a failure to meet the applicable Service Commitment of a portion of or the total amount due of the monthly recurring or non-recurring charge for the affected Service.
- M. **“Severity-One (1) Trouble Ticket”** means a total out of service condition at a Customer Site where there is a complete inability to transmit or receive data at the Site as documented in Sprint's ticket system (TRS).
- N. **“Severity-Two (2) Trouble Ticket”** means the failure of a Service Component at a Site (for all users) but the Site is able to pass data, as documented in Sprint's ticketing system.
- O. **“Severity-Three (3) Trouble Ticket”** 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 ticket system (TRS).
- P. **“Severity-Four (4) Trouble Ticket”** means a service degradation (but the Service Component is not in an Outage condition) caused by one or more Sprint managed network Service Components, as documented in Sprint's ticket system (TRS).
- Q. **“Site”** means the Sprint Provided Access (either TDM or Ethernet, excluding wireless or broadband), transport services including Sprint **“Provider Edge (PE)”** router Port(s), Sprint owned/managed **“Customer Edge (CE)”** router, Sprint owned/managed switches, and Sprint owned/managed AP(s) at a single Customer location.
- R. **“Site Availability”** means the percentage of time in a Measurement Period the Customer's Site on the network was available. Site Availability is calculated as:

Total amount of minutes in a normalized month (30 days x 24 hours x 60 minutes) minus the total amount of validated Site Outage Time in minutes as measured by Sprint trouble tickets in the Measurement Period (not including maintenance windows, planned outages, or excludable events) divided by the total amount of minutes in a normalized month (as stated above) and multiplied by 100 (for the percentage).
- S. **“Site Outage”** condition exists when a Customer Site is unable to transmit data recorded as a Severity-One condition in Sprint's Trouble Reporting System (TRS).
- T. **“Site Outage Time”** means the total duration of the Site Outage as documented in Sprint's Trouble Reporting System (TRS), until the Service at the Site have been restored.
- U. **“Sprint Provided Access (SPA)”** means Sprint coordinates, orders and provisions, installs, and maintains wireline access facilities from end to end for telecommunications service.
- V. **“Workplace Site Installation Interval”** means the total number of calendar days between the system Order entry date of a Sprint Workplace Order, excluding network design and Order preparation time, and the date the applicable Workplace Site is installed and available for use, as solely determined by Sprint.
- W. **“Workplace Site Mean Time to Repair”** means monthly average of the time between the opening of any applicable trouble tickets and service restoration at a particular Workplace Site (total repair time divided by number of applicable tickets during the calendar month).
- X. **“Workplace Service Component Mean Time to Repair”** means monthly average of the time taken between opening trouble ticket and restoring service for all Workplace Service Component Trouble Tickets for a particular Service Component (total repair time divided by number of applicable tickets during the calendar month).

3. **SERVICE COMMITMENTS.** Sprint has made the following Workplace Service Commitments to support the Workplace Service offering. Sprint realizes that business depends on effective communications. That's why Sprint provides SLAs for Workplace Installation Interval, Workplace Site Availability, Workplace Site MTTR, Workplace



Service Component Availability, and Workplace Service Component MTTR, Proactive Site Outage Resolution Commitment, and Moves, Adds, Changes & Disconnects (“**MACD**”). If Sprint fails to meet the applicable metrics, Customer may receive Service Credits.

A. Workplace Installation Interval Commitment

If the actual Workplace Site Installation Interval for an Order exceeds the commitment set forth in Table 1, then Sprint will provide a Service Credit to Customer. Customer must pay for installation charges to be eligible for a Service Credit.

TABLE 1 – Workplace Site Installation Interval Commitment

Circuit Type ^{1,2,3,4}	Commitment	Service Credit
Workplace Site Installation Interval	Customer Commit Date	50% of the billed Site Installation NRC

- 1) This SLA is only valid if there is available capacity at the time an Order is placed.
- 2) Includes all Sprint network and CPE elements within the Site necessary for the installation of Workplace Service.
- 3) The Customer Commit Date may be amended within five (5) business days after an Order is placed with an access vendor if the vendor advises Sprint in writing that seasonal events or unusual circumstances will cause additional delay.
- 4) The Customer Commit Date is not confirmed until Sprint has been able to contact the customer Site to verify the correct Site address and demarcation information.

B. Workplace Site Availability Commitment

If the measured Workplace Site Availability Commitment percentage is less than the committed Workplace Site Availability in Table 2, then Sprint will issue a Service Credit to the Customer in accordance with Table 2.

C. Workplace Service Component Availability

If the measured Workplace Service Component Availability Commitment percentage is less than the committed Workplace Service Component Availability in Table 2, then Sprint will issue a Service Credit to the Customer in accordance with Table 2.

TABLE 2 – Workplace Availability Commitment

Type	Committed Metric	Outage Time	Service Credit ^{1,2}
Workplace Site	99.9%	Between 44 minutes and 60 minutes	10% of aggregate per seat MRCs at the affected Site
		Each additional whole hour over 1 hour	Additional 3% of aggregate per seat MRCs at the affected Site
Workplace Service Component	99.99%	Between 5 minutes and 60 minutes	10% of aggregate per seat MRCs at the affected Site
		Each additional whole hour over 1 hour	Additional 3% of aggregate per seat MRCs at the affected Site

⁽¹⁾ Outage credit due solely to Local Loop outages is limited to 3% of aggregate per seat MRCs at the affected Site.

⁽²⁾ Cannot claim multiple Availability or MTTR Service Credits within the same Measurement Period at a given Site.

D. Workplace Chronic Service Outage

Any location for which Sprint fails to meet the committed Workplace Site Availability SLA for three consecutive months, due to Site Outages having the same root cause, will be defined as a “**Chronic Problem**.” Customer must notify Sprint in writing of a Chronic Problem. Sprint agrees to provide to Customer an action plan with respect to correction of such Chronic Problem within 15 days of receipt of Customer’s notice. If the Chronic Problem has not been corrected within 45 days after Sprint’s receipt of Customer’s notice, Customer may, within 30 days and upon written notice to Sprint, terminate the affected Site only. If the corrective action plan includes



provisioning new access or building out new access facilities the parties will implement within a mutually agreeable timeframe. The Agreement shall remain in full force and effect.

E. Workplace Site Mean Time to Repair (MTTR) Commitment

If the measured Workplace Site MTTR is greater than the committed Workplace Site MTTR for either (or both) Non-Dispatch or Dispatch Site Outages, then Sprint will issue a Service Credit to the Customer as specified in Table 3.

TABLE 3: Workplace Site Mean Time to Repair (in Hours)

Incident Severity	No Dispatch Required	Dispatch Non-AP	Dispatch AP ³
Sev 1 (Outage)	4	8	Next Business Day
Sev 3 (Degraded)	8	24	Next Business Day
Service Credit ^{1,2}	10% of aggregate per seat MRCs for the affected Site		

- (1) Outage credit due solely to Local Loop outages is limited to 3% of aggregate per seat MRCs at the affected Site.
 (2) Cannot claim multiple Availability or MTTR Service Credits within the same Measurement Period at a given Site.
 (3) AP Site Outages or degradation reported after 1 pm central time will require an additional business day to resolve.

F. Workplace Service Component Mean Time to Repair (MTTR) Commitment

If the measured Workplace Service Component MTTR is greater than the committed Workplace Service Component MTTR, then Sprint will issue a Service Credit to the Customer as specified in Table 4.

TABLE 4: Workplace Service Component MTTR (in Hours)

Incident Severity	Workplace Service Component MTTR (in Hours)
Sev 2 (Outage)	4 business hours
Sev 4 (Degraded)	24 business hours
Service Credit ¹	10% of aggregate per seat MRCs for the affected Site

- (1) Cannot claim multiple Availability or MTTR Service Credits within the same Measurement Period at a given Site.

G. Workplace Site Outage Proactive Resolution Commitment

Sprint will proactively detect and initiate service assurance on at least ninety percent (90%) of the Severity-One Site Outages in a Measurement Period. This Workplace Site Outage Proactive Resolution SLA is the average of all Customer Sites in the network measured over the Measurement Period. If the measured Workplace Site Outage Proactive Resolution is less than the committed Workplace Site Outage Proactive Resolution, then Sprint will issue a Service Credit to the Customer equal to 2% of the aggregate per seat MRCs across the affected Site(s).

Workplace Site Outage Proactive Resolution SLA calculation is as follows:

- X Ticket – means Sprint initiated Severity-1 Trouble Ticket
- C Ticket – means Customer initiated Severity-1 Trouble Ticket

$$\% \text{ Proactive} = (X \text{ Tickets} - C \text{ Tickets}) / (X \text{ Tickets}) * 100\%$$

H. Workplace Service Moves, Adds, Changes, & Disconnects (“MACD”)

MACD commitments are moves, adds, changes or disconnects that may involve a dispatch or remote change to the Sprint managed hardware or services. Sprint will complete all MACD requests within the following timeframes, and categories are determined by Sprint per request:

- Simple Site MACD requests will be completed within 24 hours.
- Complex Site MACD requests will be completed within 72 hours.



- iii.* Workplace Redesign requests will be completed within a mutually agreed timeframe.
- iv.* Service Component MACD requests will be completed within a mutually agreed timeframe.
- v.* Any MACD that requires physical dispatch or additional hardware will be implemented in a mutually agreed timeframe and will be considered a Workplace Redesign request.
- vi.* The applicable timeframes will begin once a written MACD request containing complete and accurate information is received by Sprint and entered into the change management portal. The time required to complete MACDs will increase if the Customer has multiple devices. It may take Sprint up to 8 business hours to process MACD requests and enter into the change management portal.
- vii.* If Sprint fails to complete the requested MACD change within the committed timeframe, Sprint will issue a Service Credit to the Customer equal to 100% of the billed NRC charges for the MACD.

4. EXCLUSIONS:

The following are excluded from this Workplace Service SLA:

- A.** Maintenance, whether scheduled or emergency.
- B.** Outage Time attributed to Customer's delay in responding to Sprint's requests for assistance to repair an outage or failure to release the circuit for intrusive testing.
- C.** Outages caused by extended demarcation, customer provided access, facilities or transport services not procured through Sprint.
- D.** Outages or degradation due to changes made to Services by Customer's request where Sprint negligence wasn't the cause.
- E.** Performance violations or Outages due to a Force Majeure Event as defined in the Agreement.
- F.** Outages resolved as No Trouble Found.
- G.** Outage Time of less than 60 seconds. In the event of port flapping, defined as multiple concurrent Site Outages of less than or greater than one minute, Site Outage Time will start at the onset of the initial outage and the opening of a trouble ticket and end when the problem is resolved.
- H.** Periods during which Customer is in breach of its service agreement including but not limited to: Customer's breach of payment obligations.
- I.** Customer delays. Any customer-caused delays will extend the Installation Interval due date based on the existing SLA commitment plus the number of days due to customer-caused delays.
- J.** Equipment or services not authorized, provided, or certified by Sprint will be excluded from this Workplace Service SLA.
- K.** Telephone number porting or Toll Free services.
- L.** Wireless or broadband backup.
- M.** Outages or degradation caused by having both Sprint Complete Collaboration Lync seats and Workplace Lync seats at the Site.
- N.** Service degradation caused by changes to security policies during the first 30 calendar days following the installation of the Service.

5. MAXIMUM SERVICE CREDITS

- A. Monthly Service Credits Maximum.** Service Credits issued in any month under this SLA will not exceed 20% of the aggregate per seat MRCs for the affected Site.
- B. Yearly Service Credits Maximum.** The combined cumulative total of Service Credits issued during a Contract Year under this SLA will not exceed 20% of aggregate per seat MRCs across all Site(s).



6. AMENDMENTS. Sprint reserves the right to amend this Workplace Service SLA from time to time.