

SPRINT ® CARRIER ETHERNET PRODUCT ANNEX

The following terms and conditions, together with the Sprint Master Services Agreement, Custom Service Agreement or other Sprint agreement ("Agreement") and the Sprint Standard Terms and Conditions for Communication Services ("Standard Terms and Conditions") will govern Sprint's provision and Customer's use of the Sprint Carrier Ethernet Services (the "Services") specified in the applicable order form ("Order").

- 1. Services Description.** The Services enable business customers to connect their geographically dispersed locations using Carrier Ethernet Virtual Private Networks ("VPN"). The Services provide customers with a private VPN solution by which to connect their enterprise sites using switched transport between network endpoints. Sprint offers Carrier Ethernet VPNs to customers as point-to-point and point-to-multipoint topologies. The Services use Virtual Local Area Network ("VLAN") encapsulation to separate traffic and Sprint will use Multi-Protocol Label Switching ("MPLS") to transport customer data over Sprint's global network.
 - 1.1. Ethernet Private Line ("EPL")** is implemented using a point-to-point Ethernet Virtual Connection (EVC) with no service multiplexing. All service frames at each User-Network Interface (UNI) are mapped to a single EVC (a.k.a. all-to-one bundling). EPL is a transparent service allowing customers to assign VLANs in the EVC without coordination with Sprint.
 - 1.2. Ethernet Virtual Private Line ("EVPL")** is implemented using point-to-point EVCs that allow for service multiplexing. EVPL requires VLAN tag coordination with Sprint to map a destination per VLAN. If either UNI is using multiplexed services, then the service must be provisioned as EVPL.
 - 1.3. External Network-to-Network Interface ("ENNI")** is an aggregated interface representing the boundary between two Operator Carrier Ethernet Networks that are operated as separate administrative carrier domains. ENNI interfaces support transit of both EPL and EVPL services that span multiple network operators.
- 2. Order Term.** The initial Order Term for the Services will be stated on the Order and will begin on the first day of the billing month following the date Services are installed and available to Customer. At the end of the initial Order Term, the Order Term will automatically renew on a month-to-month basis. Either party may terminate the Order at the end of the initial Order Term or during a renewal term by providing the other party 30 days' prior written notice.
- 3. Primary Service Component** The primary service component for the Services are as follows:
 - 3.1. Carrier Ethernet VPN Port(s).** A Port is the physical entrance to the Sprint network.
 - A. Port Charges.** Sprint will charge Customer a non-recurring charge ("NRC") and a monthly recurring charge ("MRC") for each Services Port, including all sub-elements or configurable attributes to the Port. The Network Design Document and Port Order will specify the sub-elements or configurable attributes to the Port (e.g. Port speed, link protocol, Class of Service).
 - B. Port Upgrades.** Customer may upgrade an existing Port before an Order Term expires without incurring early termination liabilities for that Port, if the upgraded Port: (1) is installed at the same location as the replaced Port; (2) is installed within 10 days after the replaced Port is disconnected; (3) has an Order Term equal to or greater than the remaining Order Term of the replaced Port, subject to a one year minimum; and (4) has greater Port bandwidth than the replaced Port.
 - C. Additional Port Terms and Conditions.** Ports are subject to availability of capacity. If Customer's Port resides in a Sprint Shared Tenant facility, Customer is responsible for working with the site vendor to order the cross connect and will be invoiced by the site vendor for any fees associated with the cross-connect.
- 4. Additional Required Components.** The Services also require Customer to have the following:
 - 4.1. Dedicated Local Access.** Dedicated local access is required for the Services. Customer may purchase Sprint-provided local access facilities, which will be provided under separate agreement with Sprint, or Customer may provide its own local access facilities.
 - 4.2. Ethernet Demarcation Equipment.** A Network Interface Device sized appropriately for port bandwidth may be included and deployed by Sprint technicians at Customer's premises. Installation includes physical connection of the device to Sprint's network, but does not include connection to Customer's CPE. Additional charges apply to locations outside of the United States and may vary by country.
 - 4.3. Customer Premise Equipment ("CPE").** CPE is required for the Services. Customer may elect to purchase CPE from Sprint or provide its own CPE. CPE includes, but is not limited to the following:

- A. Routers.** Unless Customer has separately contracted with Sprint to provide additional support services, Customer is fully responsible for the router, including configuration, maintenance, and management. In addition, if Customer elects not to obtain a router from Sprint, Customer must furnish the necessary ancillary equipment (cables, routing software, etc.) to ensure interoperability with the Services.
- B. Switches.** Unless Customer has separately contracted with Sprint to provide additional support services, Customer is fully responsible for the switch, including configuration, maintenance, and management. In addition, if Customer elects not to obtain a switch from Sprint, Customer must furnish the necessary ancillary equipment (cables, routing software, etc.) to ensure interoperability with the Services.

5. Extranet Services. Sprint supports connectivity between two or more customer's Carrier Ethernet VPN ports.

5.1. Sprint Carrier VPN Extranet Solution.

- A.** At Customer's request, Sprint may agree to connect Carrier Ethernet ports between multiple customers allowing for private data transport between companies. This intercompany connectivity is known as an Extranet. The "Lead Customer" is the Sprint customer that initiates the Extranet connectivity request. "Participant Customer" is any additional customer that agrees to be connected to the Extranet. The Lead Customer must approve all Participant Customers in the Extranet. The Lead Customer has the right to remove Participant Customers. Participant Customers can choose to remove themselves from the Extranet.
 - (1) Sprint reserves the right to modify terms for Extranets or introduce charges in the future for the service with 90 days' notice. If Sprint provides notice of a change that will have a material adverse impact on Customer, Customer may terminate its Extranet with 30 days' written notice to Sprint. This provision applies only to the Extranet option and does not apply to the Services.
 - (2) The Lead Customer may terminate Extranet connections for any or all Participant Customers with 30 days' written notice to Sprint. The Lead Customer is responsible for advance written notification of disconnect to Participant Customers.
 - (3) Sprint reserves the right to terminate Extranet service where in its sole judgment Extranet is used to enable unauthorized resale of any Sprint services.

5.2. Customer Responsibilities for Extranet Solutions.

- A.** If Customer requests an Extranet connection, the following are Lead Customer's responsibilities for Extranet connectivity:
 - (1) Lead Customer must provide appropriate technical resource(s) for discussion between Sprint and any third parties connected to Lead Customer's network for design and implementation.
 - (2) Lead Customer must handle all communications with Participant Customers relating to issues with Participant Customer-managed devices or applications.
 - (3) Lead Customer is solely responsible for the security of its data with Participant Customers.
 - (4) Letters of Authorization are required from each Participant Customer.
 - (a) Sprint must receive the signed Letters of Authorization before Sprint will provision a Participant Customer to the Extranet.
 - (b) The Letter of Authorization signed by a Participant Customer must name the Lead Customer.

6. Invoicing. MRCs are billed in advance for all services provided during the following billing period. The first and last invoices will include prorated MRCs based on the first and last day of service. The usage-based charges above and beyond MRCs are billed in arrears.

7. Network Monitoring.

- 7.1. As part of the Services, Sprint provides Customer a trouble resolution team available to respond to Customer's issues 24 hours a day, 365 days a year. Customer may elect to purchase enhanced monitoring and managed services as described in Section 8 below.
- 7.2. Sprint will provide a trouble ticket number from Sprint's automated Trouble Reporting System ("TRS") to Customer's help desk that reports the trouble. For each trouble report, TRS will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Sprint will keep Customer's representatives apprised of the status of service restoration actions.

8. Enhanced Monitoring and Managed Services. For customers interested in purchasing enhanced monitoring and managed services for the Services, Sprint offers the following:

- 8.1. **Managed Network Services.** These services include a comprehensive suite of management and implementation services that support Wide Area Networks ("WANs") and Local Area Networks ("LANs") utilizing Sprint and non-Sprint provided transport services. These services support customer premises-based routers, IP-VPN devices, switches, hubs, servers, and applications worldwide. Sprint Managed Network Services is comprised of engineering, design, and implementation of customer networks, including WAN transport; LANs and CPE; day-to-day operational support; configuration management; network and CPE monitoring; proactive notification; fault management; trouble resolution; and network and device performance reporting.
 - 8.2. **Managed Security Services.** These services include a comprehensive suite of management and implementation services that support security related functionality. The services support firewall, intrusion detection and prevention services, DDOS detection and mitigation, and URL and content filtering. Customer entitlements include engineering; design and implementation of services; day-to-day operational support; configuration management; security event monitoring; proactive notification; fault management; trouble resolution; and network and security event reporting.
- ## **9. SIP Trunking Provisions.** For Sprint Carrier Ethernet Service provided in countries where Customer is not purchasing Sprint SIP Trunking service, Customer must comply with the following provisions:
- 9.1 Customer will ensure that transmission of VOIP traffic utilizing Sprint Carrier Ethernet Service will only be conducted utilizing a private circuit, consisting of a closed loop circuit, interconnecting the various offices of Customer or its affiliates ("Closed User Group");
 - 9.2 Customer will ensure that VOIP traffic on the Closed User Group network will not break out to, or break in from, the Public Switched Telephone Network ("PSTN") system unless it is legally permissible and the Customer does so through an authorized provider in the applicable country(s); and
 - 9.3 Customer will ensure that VOIP traffic over the Closed User Group will be transmitted unencrypted where it is required by regulation in the country(s).