

## SPRINT® SMART UC (“Smart UC”) PRODUCT ANNEX

The following terms and conditions in this Smart UC Product Annex (“**Annex**”), together with the applicable Sprint service agreement (“**Agreement**”) govern Sprint’s provision, and Customer’s use, of Smart UC. Capitalized terms not otherwise defined in this Annex have the meaning defined in the Agreement. “**Service**”, as used in this Annex, means Smart UC.

### 1. SERVICE DESCRIPTION.

**1.1 General.** Smart UC provides a fully integrated portfolio of enterprise-ready cloud PBX, unified communications, team collaboration and contact center services. The Service includes a broad range of communications applications.

**1.2 Integrated Features.** Customer may select from the Service bundles/components, as defined in the Agreement, to enable the integrated features essential to each user. Integrated features may vary depending on device type, deployment, software revisions or customized use of the integrated solution.

- A. Enterprise Grade Voice.** Unlimited local and domestic long distance calling, engineered for non-blocking prioritized SIP to PSTN (Public Switched Telephone Network) voice service.
- B. Common Call Control.** Features include call forwarding, call hold/resume, call transfer, hunt group, call park/pick-up, do not disturb, on-hook/off-hook dialing, join across lines, attendant position, direct inward dialing, direct outward dialing, click to call/dial, toll restriction, multiple line appearances, auto answer, calling line/name ID, dialed number ID service, multiple calls per line.
- C. Audio/Video Conferencing.** Includes ad hoc / meet me conferencing.
- D. Online Collaboration.** Sharing of desktop, white boarding.
- E. Instant Messaging and Presence.** Ability to view users status (i.e., available, busy, out to lunch).
- F. Voicemail.** Voicemail greeting, processing, addressing, and search capabilities, notification alerts, password/PIN self-management along with additional security features.
- G. Auto Attendant/Response Group.** Call handlers, directory handlers, interview handlers, call routing, schedules and holidays.
- H. Mobility.** Mobile Client Application for devices.
- I. Call Queueing / Call Center.** A cloud managed call center that extends the Service offer with features required to manage communications with customers, between employees, or with business partners providing the tools needed to identify the caller, determine their need, and quickly get them routed to the designated location in your organization.
- J. Hospitality Account Support.** Hospitality Accounts include lodging or other sites that may use property management systems that require integration with the Service.

### 2. CUSTOMER RESPONSIBILITIES.

#### 2.1 Enabling Service Requirements.

- A. Internet Access.** Internet access is required to use the Service. Customer may purchase Internet access through a separate contractual arrangement with Sprint or Customer may use other means to acquire Internet access.
- B. Ancillary Devices/Equipment.** Devices may consist of an IP Phone, Headsets, and lobby or conference room devices.

**2.2 Customer Statement of Work (“CSOW”).** Customer must cooperate with Sprint to develop the CSOW.

**2.3 Billable Services.** Customer is responsible for all trouble resolution requiring on-site support involving repairs to Customer’s equipment that is connected to the Service but not maintained by Sprint. If on-site support is performed or facilitated by Sprint, Sprint will provide or facilitate such support at Sprint’s then-current time and materials rates. Examples of Customer equipment not provided by Sprint include phone installations and LAN/WAN connections.

**2.4 Trouble Reporting.** Customer will promptly report any trouble with the Service to Sprint, and Customer will provide Sprint with any evaluation information Sprint reasonably requests. Customer will designate a point(s) of contact for trouble reporting. Customer will cooperate with Sprint in addressing any reported trouble and Customer agrees to take all reasonable proposed corrective actions as directed by Sprint.

### 3. SPRINT RESPONSIBILITIES.

**3.1 Project Management.** Sprint will provide project management, including coordinating with Customer on fulfillment of Customer’s responsibilities.

- 3.2 **Facilitate Customer Requests.** Sprint will use commercially reasonable efforts to comply with Customer requests to port existing local telephone numbers and toll free telephone numbers from the losing carrier. Sprint cannot guarantee local number portability in all locations due to geographic limitations. Sprint will use commercially reasonable efforts to comply with Customer requests to port existing telephone numbers on or before the requested cut over date but Sprint is not responsible or liable for any third party delays in porting. Sprint will notify Customer if Sprint cannot port all of the requested numbers. If a number cannot be ported a new number will be assigned.
- 3.3 **CSOW.** Sprint will develop a CSOW with Customer which defines responsibilities that may include, but are not limited to: (i) VOIP ready environment requirements; (ii) Customer prerequisites; (iii) VOIP LAN Infrastructure requirements; (iv) phone or soft client requirements; and (v) acceptance plan.
- 3.2 **24x7x365 Trouble Reporting.** Sprint will provide Customer access to a 24x7x365 toll-free number which will serve as Customer's single point of contact for reporting trouble associated with the Service.
- 3.3 **Trouble Ticket Handling.** A trouble ticket number from Sprint's ticketing system will be provided to Customer's designated point of contact that reports the trouble. For each trouble report, Sprint will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Customer's designated point of contact will be kept apprised of the status of corrective actions. Sprint will also escalate trouble tickets on a standard schedule based on trouble isolation and repair times. Sprint will not close a trouble ticket opened by Customer until Customer has been notified that the problem has been corrected.

#### 4. CHANGE MANAGEMENT.

- 4.1 All changes to the CSOWs must be approved in writing by both parties. Customer-requested changes to an agreed upon implementation schedule may result in additional charges to Customer. 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 CSOW or proceed with the revised implementation schedule. If Customer opts to proceed with the revised implementation schedule, Sprint will bill the Customer for the additional charges.
- 4.2 Requests for post install Service changes, configuration changes, order cancellations, disconnects or expedite requests must be in writing and must be coordinated with Customer's account team. The charges associated with these changes are set forth in the Agreement.
- 4.3 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.

#### 5. SERVICE MAINTENANCE.

To maintain the Service platform, periodic preventative maintenance and software updates are required and will be deployed to the network as follows.

- 5.1 "Scheduled Maintenance" is performed for functions such as hardware and software upgrades and network optimization. Scheduled Maintenance is performed at times that are anticipated to minimize disruption of Customer's service and activity. Sprint will use commercially reasonable efforts to provide advance notice to Customer of all Scheduled Maintenance.
- 5.2 "Demand Maintenance" may occur as a result of unexpected events and is performed when network elements are in jeopardy. Demand Maintenance will be performed at Sprint's discretion. Due to the nature of Demand Maintenance, prior notification may not be possible; however, Sprint will inform Customer when maintenance is complete.

#### 6. TERMINATION AND TERMINATION CHARGES.

- 6.1 **Sprint Termination.** In addition to Sprint's other termination rights in the Agreement, Sprint may terminate the Service, in whole or in part, with 60 days' prior written notice to Customer if Sprint is unable to secure third-party support for the Service.
- 6.2 **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 Agreement. If the parties are unable to reach agreement within 30 days after either party's delivery of written notice to the other requesting renegotiation: (i) Sprint may pass-through to Customer any increased costs relating to delivery of the Service; and (ii) if Sprint does so, Customer may terminate the Service without early Order Term termination liability by delivering written notice to Sprint within 30 days of receiving written notice that Sprint is passing-through the increased costs.

#### 7. LIMITATIONS.

- 7.1 If Sprint determines, in its sole discretion, that Customer's traffic patterns or network configurations are generating third-party access costs to Sprint that exceed the Smart UC service bundle/component MRC for any three billing cycles in any five month billing cycle period, then Sprint may modify the affected rate element with 10 days' advance written notice.