

SPRINT GLOBAL SIP TRUNKING - CANADA SERVICE PRODUCT ANNEX

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

1. **SPRINT CANADA SIP TRUNKING SERVICE.** This fixed Service provides Customer with the ability to aggregate its inbound and outbound voice traffic over Sprint’s Global MPLS network. This is accomplished by providing Customer with virtual VoIP trunks that carry local and long distance traffic to multiple destinations (“**SIP Trunks**”). The Service offers local calling over IP within Canada with long distance service within Canada. The Service also offers international outbound termination. Additional usage charges will apply for international outbound termination. Special Services are not included. “**Special Services**” include, but are not limited to, 2XX, 3XX, 5XX, 6XX, 811, and Premium Service NPAs 900 and 976.
 - 1.1 **Sprint Canada SIP Trunking Toll Free.** Sprint’s SIP Trunking Toll Free Service (“**Canada SIP Trunking Toll Free**”) is integrated with Canada SIP Trunking Service and allows toll free termination over SIP Trunks. However, Customer can purchase SIP Trunks that will only be used to carry toll free usage so long as Customer purchases a SIP Toll Free Trunk and a local telephone number for each location at which Customer purchases Canada SIP Trunking Toll Free. Canada SIP Trunking Toll Free includes multiple routing capabilities. Canada SIP Trunking Toll Free will route and deliver inbound toll free calls via Sprint’s Global MPLS network. As a result, many Customer-requested Canada SIP Trunking Toll Free features are inherent within Customer’s Sprint Global MPLS network and equipment. Canada SIP Trunking Toll Free is available wherever Canada SIP Trunking Service is available.
 - 1.2 **Caller ID.** CLI information within the Customer SIP header is passed through the network to the end destination or end gateway of the destination carrier. The Customer can choose to manipulate their information within the PAI or RPID or From Header (in that preference order). The Customer is solely responsible for ensuring that the correct telephone number caller ID is passed, representing the site from where a 911 call originates.
 - 1.3 **Caller name (CNAM)** CNAM is in the PAI field. No guarantees can be made that the recipient carrier (far end) will act on the header information.
2. **ORDER TERM.** The Order Term for the Service is stated in the Agreement. The Order Term is preceded by a Pre-Implementation Period (defined in section 2.1 below) and an Implementation Period (defined in section 2.2 below). The Pre-Implementation Period will begin on the date Customer places an Order for the Service. The Implementation Period will begin immediately after the Pre-Implementation Period ends. The Order Term will begin after the Implementation Period ends.
 - 2.1 **Pre-Implementation Period.** For approximately the first 60 days from the date Customer places an Order for the Service, 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) a 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 fulfill all implementation requirements necessary to deploy the full-scale Service within 90 days of the date Customer signed the Customer Statement of Work. 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.
 - 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 and toll free telephone numbers. Sprint cannot guarantee local number portability in all locations due to geographic limitations on the availability of the Service. Sprint will use commercially reasonable efforts to comply with Customer requests to port Customer’s existing non-Sprint and Sprint toll free numbers to Canada SIP Trunking Toll Free. Sprint will promptly notify Customer if Sprint cannot port all of the

requested numbers. If a number cannot be ported, Customer may terminate the impacted site without early Order Term termination liability.

- B. At Customer's expense, install 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 will perform testing for final Customer acceptance of the 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 Annex, "**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 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 Customer must resolve any remaining non-Sprint issue to restore the 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 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 telephone numbers and complete address for each site. Sprint will use this list for pre-qualification of the Service. If any site is not within the Service territory or 911 Service is not available, then that site will not be eligible for the Service.
- C. Supply Sprint with a complete, accurate list of Sprint and non-Sprint toll free numbers that need to be moved or ported and the complete address where each toll free number will terminate.
- D. Block calls outside the scope of the Service through Customer's IP PBX.
- E. Identify a single person to be the point of contact who will be the primary interface to the Sprint Program Manager.
- F. Participate in the development and design of the Customer Statement of Work.
- G. Provide Sprint approved IP PBXs and certified SIP interface gateways 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 requires use of IP PBXs or SIP interface gateways that Sprint has not approved or certified, then prior to the commencement of the Implementation Period Customer must receive Sprint's written approval to use such IP PBXs or SIP interface gateways with the Service. If Sprint approves the use of non-certified equipment with the Service, Customer must (i) perform its own testing to ensure that the equipment will work with the Service (including prior to implementation and after any maintenance or upgrades), (ii) provide Sprint with configurations prior to any use of the Service with the non-certified equipment, and (iii) agree to technical dependencies within the Customer Statement of Work. Sprint does not guarantee interoperability of non-standard, non-certified equipment during Customer's use of the Service. Customer accepts all responsibility for support and interoperability with the Service. If Customer does not satisfy the requirements in this subsection 4.1.G, then Sprint can terminate the Service.
- H. Provide Sprint with a single physical location ("**Registered Location**"), consisting of a valid mailing address and any additional premise information required by applicable 911 or E911 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 Customer's Sprint account team and to the distribution list provided by Sprint.
- I. Provide Sprint with a completed Letter of Agency and Letter of Authorization (if applicable).

4.2 Implementation Period. Customer will:

- A. Customers with affiliates need to establish a master account for each affiliate when establishing Sprint SIP Trunking services. Canada Sip Trunking has unique taxation rules that allow the trunk charges to be allocated across the H1 (Master Account) and taxed at each user site based on the number of TNs
- B. Place an Order for the minimum number of SIP Trunks set forth in the Agreement.
- C. Implement each site with a minimum of one new or ported telephone number.
- D. Be responsible for providing and maintaining Customer's IP PBXs and SIP interface gateways needed for the Service. The demarcation points between Sprint's and Customer's networks will be specified in the Customer Statement of Work.
- E. Participate in testing of the Service during the Implementation Period. Customer and Sprint will sign an implementation certificate of customer acceptance after final testing of the Service. If Customer elects not to participate in testing, the Service will be deemed accepted 5 days after installation.
- F. Only originate calls using Sprint telephone numbers across the Service.
- G. Enable "class of service" options on the Sprint Global MPLS network to help ensure voice quality.
- H. Instruct Customer's employees on the limitations of E911 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 during the Order Term.
- B. 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.

4.4 Fraud. . Customer is financially and otherwise responsible for unauthorized third party access to or use of Sprint Products and Services via customer equipment or network. Customer will cooperate promptly with Sprint to prevent third parties from gaining unauthorized access to the Sprint Products and Services via Customer's facilities

5. CHANGE MANAGEMENT

5.1 Changes to Customer Statement of Work. 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 Changes to Service. Requests for Service changes, configuration changes, Order cancellations or Service expedite must be in writing and must be coordinated with Customer's Sprint account team. The charges associated with these changes are set forth in the Agreement.

5.3 Service Moves. 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 new location will apply. However, the original Order Term that was in effect for the moved location will remain in effect and will not be extended due to the move.

5.4 Disconnection.

- A. Customer's requests to disconnect SIP Trunks must be in writing ("**Disconnect Request**"). Sprint will use commercially reasonable efforts to complete Disconnect Requests within 60 days of receiving Customer's complete Disconnect Request. If Customer disconnects SIP Trunks prior to the end of the Order Term, the applicable disconnection charge set forth in this Section 5.4 will apply.
- B. At the time Sprint receives a Disconnect Request ("**Disconnect Request Date**"), Sprint will determine the highest aggregate number of SIP Trunks that had been implemented prior to that date ("**SIP Trunk Peak**").
 - i. If the aggregate number of disconnected SIP Trunks through the Disconnect Request Date (including the SIP Trunk(s) being disconnected in the then-current Disconnect Request) is 25% or less than the SIP Trunk Peak, then for the SIP Trunks being disconnected in the then-current Disconnect Request, Sprint will invoice Customer for the standard disconnect charges stated in the Moves, Changes, Disconnects and Expedite Charges section of the Agreement.
 - ii. If the aggregate number of disconnected SIP Trunks through the Disconnect Request Date (including the SIP Trunk(s) being disconnected in the then-current Disconnect Request) is more than 25% of the SIP

Trunk Peak, then for the SIP Trunks being disconnected in the then-current Disconnect Request, Sprint will invoice Customer for excessive disconnect liability equal to: (a) the number of SIP Trunks exceeding 25% of the SIP Trunk Peak; multiplied by (b) the monthly recurring charge (“MRC”) for each disconnected SIP Trunk; multiplied by (c) the number of months remaining in the Order Term.

- 5.5 **Additional SIP Trunks.** 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 **Changes to Sprint Network.** All Sprint-initiated modifications, additions, and maintenance to the Service within Sprint’s network will be made at Sprint’s cost and expense, unless otherwise stated in the Agreement. Sprint will use commercially reasonable efforts to notify Customer in the event that Sprint knows that a modification, addition, or maintenance within Sprint’s network will impact Customer’s use of the Service.
- 5.7 **Partial Ports.** 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.

- 6.1 **Telephone Number Charges.** Customer must either port or order new blocks of telephone numbers. Sprint will charge Customer an MRC for each telephone number ordered or ported, as set forth in the Agreement. If Customer requires additional telephone numbers to keep in inventory for future use, Customer can order additional new telephone numbers, and Sprint will charge for the additional numbers as set forth in the Agreement. For Canada SIP Trunking Toll Free, a single telephone number is required for each location at which Canada SIP Trunking Toll Free is provided.
- 6.2 **Termination and Termination Charges**
 - A. **Customer’s Termination for Convenience.** If Customer terminates the 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 Order Term.
 - B. **Sprint Termination.** In addition to the parties’ other termination rights in the 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 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 any increased costs relating to delivery of the Service through to Customer, 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 along the increased costs.
- 6.3 **Call Redirect/Call forwarding.** Call forwarding authenticates based in the originating IP address. The calling party making the original call will be the number that appears as the CLI to the end destination. Calls that are forwarded or redirected off-net will bill to the Billing Telephone Number (BTN) of the trunks, not the individual user TN.
- 6.4 **Right Sizing Period.** Customer can decrease the number of SIP Trunks during the first 90 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 90 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.
- 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 **International Origination.** SIP Trunking – Canada Toll Free does not support international origination.
- 7.4 **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.

8. **SIP Trunking 911 Limitation of Liability.** Sprint is not liable for any SIP Trunking outage or other inability of devices to dial 911, or any other emergency telephone number, or to access an emergency service operator.
9. **SIP Trunking 911 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 911 dialing.