

**WAVE SERVICES
SERVICE LEVEL AGREEMENT
Effective: April 19, 2021**

1. **SERVICE DESCRIPTION.** Wave Service is a network connectivity service that delivers Layer 1 optical wavelengths in a point-to-point configuration to customers and is a logically distinct and secure customer network service that is delivered over Sprint’s (a T-Mobile company) fiber optic core network resource. Wave Service may have associated local access to a customer location(s) and/or cross connects in data centers, shared tenant facilities, or Sprint Points of Presence. Wave Services are available within the 48 contiguous states of the United States and the District of Columbia.
2. **SERVICE COMMITMENTS.** Commitments in this Service Level Agreement (SLA) are to support its Wave Service offering (“Wave Service”). If an Eligible Customer experiences performance that does not meet the metrics set forth in this Wave Service SLA, then Eligible Customer will be issued a Service Credit as set forth herein.
 - A. **Installation Interval Commitment.** If the actual Installation Interval for an order exceeds the commitment set forth in Table 1, a Service Credit will be issued to the Eligible Customer.

TABLE 1 – Installation Interval

IXC Type ^{1, 2}	Commitment	Service Credit
10G, 100G	Customer Commit Date	10% IXC of IXC MRC

- i) This Installation Interval SLA is only valid if there is available capacity at the time an Order is placed.
- ii) If there are any delays for third- party local access circuits, cross connects, or third- party construction, Sprint may provide a new Customer Commit Date, and the previous Customer Commit Date will not be valid for purposes of this Commitment and Service Credit.

- B. **IXC Availability Commitment.** If the actual IXC Availability is less than the applicable amount set forth in Table 2, then a Service Credit will be issued to the Eligible Customer.

TABLE 2 – IXC Availability Commitment

IXC Type	Goal	Downtime	Service Credit
10G, 100G	99.9%	< 45 minutes >45 Min. up to 4 hours > 4 hours up to 8 hours > 8 hours up to 16 hours > 16-24 hours > 24+ hours	0% of IXC MRC 5% of IXC MRC 10% of IXC MRC 15 % of IXC MRC 25% of IXC MRC 50% of IXC MRC

- C. **IXC Mean Time to Repair (“MTTR”) Commitment.** If the average of each IXC’s monthly MTTR for all IXC Outage trouble tickets is greater than the applicable amount set forth in Table 3, then a Service Credit will be issued to the Eligible Customer.

TABLE 3 – IXC MTTR Commitment

Target MTTR	Actual MTTR	Service Credit
4-hour MTTR	≤ 4 Hrs.	Target Met
	> 4 Hrs. to 6 Hrs.	5% of IXC MRC
	> 6 Hrs. to 8 Hrs.	10% of IXC MRC
	> 8 Hrs.	15% of IXC MRC

D. IXC Round Trip Delay (“RTD”) Commitment. The IXC RTD performance is measured between Wave Service Nodes and is the monthly average delay (in milliseconds) over the Measurement Period. The IXC RTD objective is specified in Table 4 and is based upon the fiber route mileage as determined by Sprint between the specific ingress and egress Wave Service Nodes listed in the table.

TABLE 4 – IXC RTD Target

IXC ¹	A Loc	Z Loc	Route Mileage	RTD (ms)	Service Credit
Sample #	Data Center A Address	Data Center A Address	Sample 1420	Sample <25.4MS >25.4 MS	Sample 0% of IXC MRC 10% of IXC MRC
IXC #1					

i) IXC RTD is measured as the fiber route miles between Sprint Wave Service Nodes and does not include the Local Access or Cross Connects in the measurement.

3. **PROCESS TO RECEIVE SERVICE CREDIT.** If an Eligible Customer believes that Sprint has failed to meet a Commitment in this SLA, then Eligible Customer must contact its Sprint account representative in writing within 30 business days of the failure, identify the specific Commitment that was missed, and request such Service Credit. Upon Sprint’s verification that it missed the Commitment, then a Service Credit will be issued to Eligible Customer in accordance with the Commitment set forth in the Tables below. The approved Service Credits will be applied to Eligible Customer’s invoice during the next billing cycle. Sprint’s decisions on the Wave Service SLAs or associated Service Credits are final and binding and are within its sole discretion.
4. **CHRONIC OUTAGE PROCESS.** Chronic Outage means a series of three (3) or more Service Outages lasting 4 or more hours affecting the same Service on the same path during a given calendar month. If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any early termination Charge or new installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any early termination Charge. Customer must notify Sprint within 30 business days of the determining event or outage of intent to terminate.
5. **EXCLUSIONS.** The following are excluded from this Wave Service SLA:
 - A. Maintenance, whether scheduled or unscheduled.
 - B. Wave Service Outage Time attributed to Eligible 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. Wave Service Outages caused by customer-provided access facilities or customer-provided equipment (CPE).

- D. Wave Service Outages due to changes made to Wave Services at Eligible Customer's request where (a) Sprint has informed Eligible Customer about the Wave Service Outage in advance and (b) Sprint has accommodated Eligible Customer's reasonable objections as to the timing and duration of the Wave Service Outages.
- E. Wave Service Outages resolved as No Trouble Found.
- F. Wave Service Outage Time of less than 60 seconds.
- G. Eligible Customer's failure to materially comply with its obligations as set forth in Eligible Customer's service agreement for Wave Service, including without limitation failure to pay valid past-due amounts or order suspensions due to Eligible Customer's creditworthiness.
- H. Eligible Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by the Eligible Customer to use the Wave Services.
- 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, including but not limited to inaccurate, incomplete, or changes to previously accepted Orders or extension of access circuit demarcation point.
- J. Outages or delays as a result of Force Majeure.

6. **MAXIMUM SERVICE CREDITS.**

- A. **Monthly Service Credits Maximum.** Service Credits issued in any month under this SLA will not exceed the Eligible Customer's total service MRC for the affected circuit.
- 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 Eligible Customer's total Wave Service MRC for the affected Service.
- C. **Service Credit Limits.** Customer may receive either the IXC Availability or IXC MTTR Service Credit within the same Measurement Period, but not both.

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

- A. **"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.
- B. **"Customer Commit Date"** means the scheduled service installation date as determined by Sprint and communicated to Customer by its designated representative. The Customer Commit Date may be amended within five (5) business days after an Order is placed
- C. **"Eligible Customer"** means any customer who has purchased Wave Services from Sprint with a minimum 1-year term commitment or an existing Sprint customer that renews its existing agreement for an additional term of 1 year or longer and is in full compliance with the terms of such customer's Wave Service agreement and meets any specific eligibility criteria set forth in the particular service commitment. For Service Delivery and Performance SLAs, please see those sections for additional eligibility requirements.
- D. **"Installation Interval"** means the total number of business days between the system order entry date of a Sprint Wave Service order, excluding network design and order preparation time, and the date the applicable service is installed and available for use, as solely determined by Sprint.
- E. **"Interexchange Circuit (IXC)"** means the Sprint on-net portion of a Wave Service's circuit terminating at the two customer location service endpoints (referred to as A Loc (Location) and Z Loc) at their respective Wave Service Nodes and is covered by this SLA and excludes Local Access or Cross Connects.

- F. **“IXC Availability”** means the percentage of time in a Measurement Period the Customer’s IXC circuit on the network was available. IXC Availability is calculated as:
- The total amount of minutes in a normalized month (30 days x 24 hours x 60 minutes) minus the total amount of validated IXC Outage Time in minutes as measured by Sprint trouble tickets in the Measurement Period (not including maintenance windows and planned outages) divided by the total amount of minutes in a normalized month (as stated above) and multiplied by 100 (for the percentage).
- G. **“IXC Outage Time”** means the total time that Customer's IXC is unable to receive or transmit data across the network. A **“IXC Outage”** condition exists when a Customer circuit is unable to transmit or receive data recorded as a Severity 1 or Severity 2 condition as defined in the Business I Service Assurance Customer Information packet (Sprint Trouble Report accessing system (TRS)).
- H. **“Local Access and Cross Connect”** means the circuit that connects from the demarcation point of the customer premises or their data center presence to the Wave Service Node and is governed by their own SLAs. They may be provided by Sprint or the Customer.
- I. **“Mean Time to Repair (MTTR)”** means the monthly average of the IXC Outage Time for all IXC Outages over the Measurement Period and is calculated as the total repair time divided by the number of applicable tickets during the calendar month.
- J. **“Measurement Period”** – means a calendar month.
- K. **“No Trouble Found”** means a Sprint customer circuit 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.
- L. **“Service Credit”** means a portion or total of one monthly recurring charge (MRC) for the affected Wave Service for which the customer may be credited.
- M. **“Wave Service Node”** means a Wave Service point of presence at a customer location connected by long-distance fiber lines to another Wave Service point of presence at another customer location.
8. **AMENDMENTS.** Sprint reserves the right to amend the SLA from time to time. Committed SLAs on the day the Order is signed by Customer are valid until the end of the initial term of the Order. Any applicable renewal term of the Order is subject to the most recent revised SLA.