

SPRINT UNIFIED COMMUNICATIONS AS A SERVICE WITH CISCO HCS PRODUCT ANNEX

The following terms and conditions in this Sprint Unified Communications as a Service with Cisco HCS (“**Cisco HCS**”) Product Annex (“**Annex**”), together with the applicable Sprint service agreement (the “**Agreement**”) govern Sprint’s provision and Customer’s use of Cisco HCS. Capitalized terms not otherwise defined in this Annex have the meaning defined in the Agreement. “**Service**”, as used in this Annex, will mean and refer to Cisco HCS. When attached to the applicable Agreement, this Annex supersedes the version posted in the “Product-specific Terms” section of the Rates and Conditions Website.

1. CISCO HCS FEATURES AND OPTIONS.

1.1 Cisco HCS Features and Applications.

- A. General.** Cisco HCS provides Customer with the ability to use a fully-managed, hosted Unified Communications solution that bundles unified messaging, collaboration tools, and end points with mobile integration, into simple, price-per-user packages.
- B. Cisco HCS Service Application Categories.** Cisco HCS leverages the latest technology by partnering with Cisco’s Hosted Collaboration Solution (“**HCS**”), Cisco’s hosted unified communications and collaboration business solution, to provide End Users with the same rich collaboration feature-set previously only available within Customer’s premise based designs. Cisco HCS applications fall into the following four major categories:
- 1) **IP Call Control Service:** Provides IP-PBX call control functionality.
 - 2) **Voice and Integrated Messaging Service:** Deliver voicemail and integrated messaging.
 - 3) **Presence and Instant Messaging Service:** Enable enterprise-level presence and instant messaging.
 - 4) **Mobility and Client Desktop Applications:** Provide mobility capabilities and mobile applications.
- C. Cisco HCS Service Feature Categories.** Cisco HCS incorporates features from Cisco’s solutions that were previously only available on Customer’s premise based designs, such as:
- 1) **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, abbreviated dialing, click to call/dial, toll restriction, multiple line appearances, auto answer, calling line/name ID, dialed number ID service, multiple calls per line, ad hoc /meet me conferencing.
 - 2) **Directories:** Cisco Personal Address Book, Customer internal directories, lightweight directory access protocol Support.
 - 3) **Voicemail and Messaging:** Voicemail greeting, processing, addressing, and search capabilities; view email and voicemail together from an Internet message access protocol client, notification alerts by SMS, password/PIN policy along with additional security features.
 - 4) **Auto Attendant:** Call handlers, directory handlers, interview handlers, call routing, schedules and holidays.
 - 5) **Mobile Integration:** Single number reach, single business voicemail, desk and mobile pick-up.
 - 6) **Presence and Instant Messaging:** Group chat, rich network presence, document sharing, desktop sharing, file transfer, presence information controls, federation, directory integration, Microsoft Outlook calendar integration.
- D. Sprint SIP Trunking and Sprint Managed Voice Service.** Cisco HCS may be bundled with Sprint SIP Trunking and Sprint Managed Voice Services to form a Cisco HCS solution. The applicable product annexes posted in the “Product-specific Terms” section of the Rates and Conditions Website apply to the provision of Sprint SIP Trunking and Sprint Managed Services.

E. Cisco HCS with Cisco HCS Seat Descriptions. Cisco HCS offers a wide range of standard and enhanced features in addition to the IP call control function:

- 1) **Common Area:** Delivers the core IP communication services for End Users, conference room phones, lobby phones, and legacy analog devices.
- 2) **Voice Centric:** Delivers comprehensive IP communication services including video. The end user has the choice of one device: either a phone or a Cisco IP Communicator softphone with headset.
- 3) **Voicemail:** Provides enterprise voicemail boxes that can be added to the Common Area and Voice-Centric Seats.
- 4) **Collaborate:** Delivers comprehensive unified communications, video collaboration plus enterprise class Jabber presence, instant messaging, and softphone clients. Extends the Cisco HCS capabilities to up to 10 devices and provides enterprise voicemail boxes for mobile and desktop phones.

F. Device Description. A device can consist of an IP Phone, desktop client, mobile client, analog device, and lobby or conference room device. For the Voice Centric, and Collaborate Seats, one desktop client is included as a standard feature. Mobile client is only supported with the Collaborate Seat and is limited to one mobile client per Collaborate Seat. A mobile device (e.g., phone, tablet, etc.) enabled with single number reach mobility licensing does not count toward the device maximums for each Seat. Additional Cisco licenses for the number of devices per user are not available as add-ons. Customer must purchase the appropriate Cisco HCS Seat to use more devices per user.

2. Additional Cisco HCS Features and Applications. Cisco HCS incorporates features from Cisco using the same software applications that are available on Customer's premise based designs. Some of the feature and application capabilities, in addition to the features described in Section 1.1 that are expected to be commonly requested features and applications across most customer designs are:

2.1 Ad Hoc Conferencing: Cisco HCS supports Ad Hoc and Meet Me conferencing up to 48 streams with a maximum of six attendees per conference without incremental digital signal processors. Assuming the maximum attendees, this implies there could be eight simultaneous conferences. However, the number of simultaneous conferences within Customer's design is a function of the performance load placed on the subscriber and the bandwidth requirements. Submit a Convergence Design request to consult with your Advanced Solutions Engineer-Configuration Design support for final design.

2.2 Music On Hold. Cisco HCS will support up to 10 Music on Hold audio files and a maximum of 100 simultaneous unicast streams. Sprint SIP Trunking network-to-network interface cannot currently support multicast.

2.3 Sprint SIP Trunking. In countries where Sprint SIP Trunking is available, Sprint SIP Trunking standard features apply to the Cisco HCS solution.

- A. Cisco HCS uses the same SIP Trunking lead pricing plan that offers unlimited non-long distance minutes. Unlimited local calling is also a feature of Cisco HCS.
- B. All domestic and international long distance calling is metered.
- C. SIP Trunking minimum requirement of three locations is not required for Cisco HCS. Rather a "seat" minimum applies.
- D. Telephone numbers are included in the Cisco HCS Seat pricing.

2.4 Cisco HCS Sprint SIP Trunking Exceptions. With respect to Customer's use of Sprint SIP Trunking as included in Cisco HCS, the following exceptions apply:

- A. Telephone numbers ordered in excess of a 30:1 telephone number to trunk ratio will be charged the standard SIP Trunking NRC and MRC per incremental telephone number.
- B. Customer numbers used for internal Customer routing (#s not ordered or ported) are included at no additional cost.
- C. Cisco HCS Seats include SIP Trunks at the rate of 1 trunk for every eight Users/endpoints.
- D. As Customer's user volume fluctuates, the 8:1 ratio will be maintained.
- E. SIP Trunk Bursting will be enabled during Customer's Ramp-Up Period (defined in Section 3.2 below) as a means to help right size the trunk capacity. The Ramp-Up Period must not be longer than six months depending on the total number of users Customer activates.

- F. If, after the Ramp-Up Period, Customer requires more trunks than the 8:1 ratio due to busy hourly usage, seasonal volumes, heavy call center usage, etc., Customer must right size the overall trunk capacity by purchasing additional trunks.
- G. Cisco HCS can be offered where emergency service coverage is not available if a Customer-provided emergency service solution is approved by special customer arrangement.

2.5 Cisco HCS in Non-SIP Countries. Cisco HCS is available in countries where Sprint does not offer SIP Trunking subject to the following terms and conditions:

- A. Customer must separately contract for and purchase access to the Public Switched Telecommunications Network (“PSTN”) from a licensed third party carrier to enable calling capabilities outside of the Customer’s network (i.e., off-net calling). Customer understands and agrees that off-net calling must be through a Customer-provided PSTN gateway for which Customer is the third party carrier’s customer-of-record.
- B. Customer understands and acknowledges that Cisco HCS does not provide access to or otherwise support emergency services, the provision of telephone numbers, or other features associated with the PSTN.
- C. Customer will not use Cisco HCS in an unlawful way including, but not limited to, bypassing international/long distance charges in contravention of applicable law or regulation and connecting to the PSTN where prohibited.
- D. Cisco HCS Seat pricing does not cover off-net voice traffic.

3. TERM. The Term for the Cisco HCS is stated in the Agreement. The Term is preceded by a Pre-Implementation Period and an Implementation Period (defined in Sections 3.1 and 3.2, respectively). The Implementation Period will begin immediately after the Pre-Implementation Period ends and the Term will begin after the Implementation Period ends.

3.1 Pre-Implementation Period. The Pre-Implementation Period will begin on the date Customer places an Order. For approximately the first 60 days from the date Customer places an Order, Customer and Sprint will work together to create a plan for implementing Cisco HCS. The parties will create a Statement of Work which will include (a) an Implementation plan; (b) technical network design plans; and (c) installation requirements. The Pre-Implementation Period will end on the day the last party signs the Statement of Work.

3.2 Implementation Period. After the Pre-Implementation Period, Sprint and Customer will begin implementing Cisco HCS (“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 to meet full Implementation requirements with Sprint to deploy the full scale Cisco HCS within 90 days of the date Customer signed the Statement of Work. Implementation will be based on the Statement of Work developed in the Pre-Implementation Period. The Term for Cisco HCS may include a Ramp-Up Period (“Ramp-Up Period”) as provided in the Agreement during which a minimum number of End Users or Seats must be deployed. Seats ordered after the Ramp-Up Period will be coterminous with the Term. At the end of the Term, Cisco HCS will continue on a month-to-month basis until either party provides advance written notice to terminate in accordance with the terms of the Agreement.

3.3 Ramp-Up Period Bursting and End User to SIP Trunk Ratio. The SIP Trunking Bursting Feature will be available during the Ramp-Up Period at no charge to allow Customer to assess trunking requirements. Cisco HCS includes an End User to SIP Trunk ratio of 8:1. If, after the Ramp-Up Period, Customer requires a lower ratio of End User to SIP trunks than the standard 8:1 ratio, Customer will be required to purchase incremental trunks. If Customer does not want to pay for the SIP Trunking Bursting Feature charges as provided in the Agreement, Customer must notify Sprint in writing 10 days prior to the expiration of the Ramp-Up Period to turn off the SIP Trunking Bursting Feature.

4. SPRINT RESPONSIBILITIES.

4.1 Statement of Work. Sprint will develop a SOW (as described in Section 3.1 above) with Customer which will include an Implementation plan, technical network design plans, and installation requirements.

4.2 24x7x365 Trouble Reporting. Sprint will provide a Managed Voice Services (“MVS”) operation center which will serve as Customer’s single point of contact for alarms and normal Service activation activities and for Troubles associated with the Cisco HCS, 24 hours per day, 7 days per week, 365 days a year (24x7x365).

4.3 Converged Solutions Center. Sprint will provide Customer access to a toll-free number to the MVS Converged Solutions Center (“Converged Solutions Center”). The Converged Solution Center will provide support, Trouble Ticket creation, routing of Trouble Ticket to the appropriate “fix agency”, and dispatches (including on-site technician, if required) for Customer during the Converged Solutions Center’s normal business hours.

4.4 Trouble Isolation. Upon Sprint's receipt of written notice from Customer regarding an issue, Sprint will either resolve the issue directly by remotely executing configuration or programming changes or, if the circumstances require, notify and dispatch on-site support. Sprint will bill Customer for such on-site support at Sprint's then-current time and materials rates. Sprint will use commercially reasonable efforts to restore Cisco HCS expeditiously, notifying the Customer's designated contact(s) of the status of the issue. Customer contact procedures will be established during Implementation of Cisco HCS. Sprint will also escalate Trouble Tickets on a standard schedule based upon Trouble isolation and repair times.

5. CUSTOMER RESPONSIBILITIES.

5.1 Statement of Work. Customer must cooperate with Sprint to create and develop a SOW which defines responsibilities that may include, but are not limited to: (i) MPLS requirements; (ii) VOIP ready environment requirements; (iii) Customer prerequisites; (iv) VOIP LAN Infrastructure requirements; and (v) phone or soft client requirements.

5.2 Billable Services. Customer is responsible for all Trouble resolution requiring on-site support involving repairs to Customer's equipment that is connected to Cisco HCS but not provided 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.

5.3 MPLS Access. While Customer may continue to use its current WAN network while using Cisco HCS, Cisco HCS requires Customer to implement at least one Sprint MPLS circuit that will serve as Customer's access point to Cisco HCS. Sprint recommends that Customer implement two separate and diverse Sprint MPLS circuits for failover and redundancy purposes.

5.4 Remote User Access. Customer is responsible for providing access for Customer's remote users (i.e., small retail sites, road warriors, work at home employees, etc.) with various broadband methods such as cable, digital subscriber line, wireless forms such as WiFi, and wireless data options to access Customer's virtual private network to allow such remote users to use Cisco HCS.

5.5 Trouble Reporting. During the Term, Customer will promptly report any Troubles with the Cisco HCS to Sprint, and Customer will provide Sprint with any evaluation information Sprint reasonably requests. Customer will cooperate with Sprint in addressing any reported Troubles and Customer agrees to take all reasonable proposed corrective actions as directed by Sprint.

5.6 Regular Testing Project Review Meetings. Customer will participate in regular testing project review meetings. These meetings will provide time for issue review, fix and retest scheduling, as well as general Cisco HCS discussions.

6. CHANGE MANAGEMENT

6.1 All changes to the SOW must be 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 SOW 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.

6.2 Requests for Cisco HCS changes, configuration changes, order cancellations or Cisco HCS Expedite 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.

6.3 Requests for Cisco HCS 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 Cisco HCS at the new location will apply. However, the original Term will remain in effect.

6.4 Customer must work with the established Sprint point of contact to process disconnect orders. Disconnect orders will be processed within the standard disconnect time intervals.

6.5 If Customer falls below Customer's MSC at any time during the Term of the Agreement, Sprint will continue to bill Customer for the Cisco HCS based on Customer's MSC. The difference between Customer's MSC and the number of actual Seats will be billed at the Cisco HCS Common Area charge rate.

6.6 During the Term, additional SIP Trunks will be considered a new Implementation.

6.7 All Sprint-initiated modifications, additions, and maintenance to Cisco HCS within Sprint's network will be made at Sprint's cost and expense, unless otherwise stated in the Agreement. Sprint will use reasonable efforts to notify Customer if Sprint determines that a modification, addition, or maintenance within Sprint's network will impact Customer's use of Cisco HCS.

6.8 Customer agrees that it is fully responsible for any discontinuation of Cisco HCS on telephone numbers that are not ported to Cisco HCS 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.

7. **DISCONNECTION OR CISCO HCS EARLY TERMINATION.** Notwithstanding any other provision in the Agreement, if Customer terminates Cisco HCS in whole or in part, before the expiration of the Initial Order Term, unless due to Sprint's material failure, or if Sprint terminates Cisco HCS under a termination right provided to Sprint under the Agreement, Customer will pay early termination charges equal to the MSC multiplied by the Common Area seat MRC multiplied by the number of months remaining in the Initial Order Term.

8. CISCO HCS SERVICE LIMITATIONS

8.1 **SIP Trunking Emergency Service Limitations.** Because Sprint SIP Trunking is required as part of Cisco HCS solution in countries where Sprint SIP Trunking is offered, Customer must sign the applicable acknowledgement of the 911 or other emergency service limitations attached to the Agreement or applicable product annex certifying that Customer is aware of the SIP Trunking limitation before Sprint can begin providing Cisco HCS.

8.2 **Customer Private WAN.** If Customer does not have MPLS access (as discussed in Section 5.3 above) Sprint cannot control the call quality or potential for call drops across the Customer's private WAN.

9. DEFINITIONS

9.1 **"Cisco"** means Cisco Systems, Inc., a worldwide leader in networking for the Internet and the market leader in multiple areas, including routing and switching, unified communications, wireless communications, and security.

9.2 **"End Users" or "Seats"** means headcount or termination points (lobby phones, conference phones, fax machine, warehouse, docks, etc.).

9.3 **"Expedite"** means requests for expedite with order requests or cancellations after Sprint receives and acts upon the order.

9.4 **"Implementation"** means the process by which: (i) Customer places an Order for Cisco HCS; (ii) a Customer specific SOW is developed; (iii) Customer data is loaded; (iv) the SOW is completed; and (v) Cisco HCS is tested.

9.5 **"MRC"** means monthly recurring charge.

9.6 **"Non-SIP Countries"** means countries in which Sprint does not provide SIP Trunking Service.

9.7 **"NRC"** means non-recurring charge.

9.8 **"SIP Trunking Bursting Feature"** means the SIP Trunking functionality that allows customers to have additional, concurrent calls up to 25% above customer's configured total SIP Trunks to prevent call blocking during times of increased traffic.

9.9 **"Sprint Unified Communications as a Service with Cisco HCS"** means Sprint's fully hosted and managed solution bundling IM/Presence collaboration, Unified Communication features, Integrated Messaging, Voice Mail, and mobility in one package.

9.10 **"Statement of Work" or "SOW"** includes Bill of Material and Customer specific information for each Customer site.

9.11 **"Unified Communications" or "UC"** means a seamless interoperability between desktop phones, instant messaging VoIP clients, telecommuter extensions, and mobile phones whereby an enterprise seamlessly extends a single PBX at its headquarters to all of its remote locations, it is able to provide those sites with uniform calling features, advanced functionality, and consistent policies for every phone in the enterprise.

9.12 **"Users/endpoints"** are defined as those requiring a Cisco license to register with the Call Manager.

9.13 **"Minimum Seat Commitment" or "MSC"** means Customer agrees to implement and maintain a minimum Seat commitment of 250 Cisco HCS Seats during the Order Term. The Common Area, Voice-Centric and Collaborate seats all contribute to the MSC while Cisco HCS purchased using the Cisco HCS Voicemail seat will not contribute to the MSC.