

SPRINT UNIFIED COMMUNICATIONS AS A SERVICE WITH MICROSOFT SKYPE FOR BUSINESS PRODUCT ANNEX

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

1. SERVICE DESCRIPTION.

1.1 General. Service includes a broad range of communications applications commonly referred to as Unified Communications. Unified Communications integrated features vary depending on device type, deployment, software revisions or customized use of the integrated solution.

1.2 Integrated Features. Customers may select from the Service bundles/components, as defined in the Agreement, to enable the integrated features essential to each user.

- 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, ad hoc /meet me conferencing;
- C. Audio/video conferencing.** Up to 50 simultaneous attendees;
- 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; view email and voicemail together from an internet message access protocol client, notification alerts by SMS, password/PIN policy 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; and
- I. Contact Center.** A cloud managed contact center that extends Skype for Business 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 best available expert in your organization. Features include:
 - Interactive Voice Response (IVR) – the web-based visual call flow editor allows users to create powerful and intelligent, user-experience focused flows that can process voice calls and chat sessions
 - Skills based routing with multi-level skills per – control panel for configuration of IVRs, queues, skills, agents, KPI-based alerts and dynamic routing
 - Email routing – intelligently route emails through Exchange
 - IM routing – allows for voice escalation and screen sharing
 - Historical reporting – with deep-dive into contact center analytics and intelligent dashboard with real-time metrics and actionable insights
 - Call recording – recordings can be configured for all (compliance recording), a percentage of calls, on-demand, or none, with override at the queue or agent level
 - Customer surveying and insight – post-call, chat surveying supported by powerful, easy-to-user survey development tools

2. CUSTOMER RESPONSIBILITIES.

2.1 Enabling Service Requirements.

- A. Internet Access.** Internet Access is required to use the Service. Internet Access may be purchased through a separate contractual arrangement with Sprint or provided by other means by the Customer.
- B. Ancillary Devices/Equipment.** Devices can consist of an IP Phone, desktop client, mobile client, lobby or conference room devices.

- 2.2 Customer Statement of Work (CSOW).** Customer must cooperate with Sprint to develop the Customer Statement of Work.
- 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 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.
- 2.4 Trouble Reporting.** During the Term, Customer will promptly report any Troubles with the Service 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.

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 Customer Statement of Work (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 test 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 troubles 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 representatives will be kept apprised of the status of corrective actions. Sprint will also escalate Trouble Tickets on a standard schedule based upon 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. Commercially reasonable efforts are made to provide advance notice of all Scheduled Maintenance events.
- 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, Customer will be informed when maintenance is complete.