



SPRINT GLOBAL MPLS VIRTUAL PRIVATE NETWORK (“MPLS VPN”) AND DEDICATED IP SERVICE LEVEL AGREEMENTS (“SLA”)

EFFECTIVE DATE: JANUARY 15, 2020

1. POLICIES.

- 1.1. Eligibility. This SLA is available only for a customer who (1) is in full compliance with the terms of its Service Agreement, (2) does not have a past due balance on its account, and (3) is not blocking Internet Control Message Protocol (ICMP) traffic.
- 1.2. Service Credits. If Sprint determines, in its sole discretion, that (1) a customer meets the eligibility requirements set forth in Section 1.A, and in the particular service and performance commitments set forth below (“Commitments”), and (2) Sprint failed to meet an applicable Commitment, and such failure was not due to an exclusion set forth in Section 7, then Sprint will issue the applicable Service Credit to the customer as set forth below, not to exceed the limits set forth in Section 8. Sprint will apply approved Service Credit(s) to a customer’s invoice during the next billing cycle. Sprint’s determination as to whether a Commitment has been met will be final, binding and conclusive. Service Credits provided under this SLA will be the customer’s sole and exclusive remedy for Sprint’s failure to meet the Commitments.

2. DEFINITIONS. Capitalized terms not otherwise defined in this SLA will have the meanings set forth in a customer’s Service Agreement.

- A. “Access” means the circuit that connects the demarcation point of the customer premises to the network edge of the Sprint IP/MPLS network or Sprint Authorized Partner network. Also referred to as the Local Loop.
- B. “Aggregated Ethernet” means third-party provided virtual switched Ethernet service access also known as Ethernet Virtual Private Line (EVPL), which is terminated to Sprint’s network with other switched services over a shared interface (NNI)
- C. “Broadband” means a shared transmission technology, that is not dedicated and offers no committed information rate. Examples include but are not limited to DSL, Cable/DOCSIS, GPON-US, and mobile broadband (LTE/5G). In this document, Broadband refers to one of the following specific Sprint product offerings: National Broadband, Sprint Broadband Internet Connection or Supplemental Access.
- D. “Contract Year” means the 12-month billing period beginning on the first day of the month after a customer’s Service Agreement becomes effective and each successive 12-month billing period thereafter.
- E. “Customer Commit Date” means the scheduled service installation date as determined by Sprint and communicated to a customer.
- F. “Dedicated Ethernet” is an Ethernet Private Line (EPL) that terminates directly to the Sprint network on its own interface.
- G. “Dispatch” means any Site Outage that requires a managed hardware repair or replacement, a physical dispatch by a technician to a customer’s Site, or any ticket routed to a third party (e.g., an access vendor).
- H. “Diverse Building Entrance”. “Diverse Building Entrance” means multiple separate Access facilities that do not share any common points: (a) are located on different building faces (i.e. North and South, rooftop and lower entry level floor, etc.). (b) include separate underground cabling and fiber facilities to enter buildings, and (c) include separate conduit and minimum point of entry (MPOE) termination points.
- I. “Domestic” means any location within the 48 contiguous states of the United States, including the District of Columbia.
- J. “End-to-End” or “E2E” means the network path between the originating customer premise and the terminating customer premise, including access, but excluding Customer Premises Equipment (“CPE”).
- K. “FOC Date” means the LEC confirmed the due date for access delivery.
- L. “High Availability” is defined as a combination of two or more independent Sprint Provided Access circuits terminated into CPE that is provided and managed by either Sprint or Customer. Remedies are only available when Site is completely out of service.
- M. “International” means any location except those in the 48 contiguous states of the United States and the District of Columbia.
- N. “Inter-Region” means Sprint IP access nodes connect two regions or locations.
- O. “Intra-Region” means Sprint IP access nodes within a region.

- P.** “Local Loop” means the circuit that connects the demarcation point of the customer premises to the network edge of the Sprint IP network or a Sprint Authorized Partner network. Also referred to as Access.
- Q.** “Mean Time to Repair” or “MTTR” means the monthly average of the time it takes for service to be restored for a Site after a trouble ticket has been opened for a Site Outage. The MTTR is calculated as follows: total repair time for a Site divided by the number of trouble tickets for that Site during the calendar month.
- R.** “Network Delay” means the average round-trip time for data traffic to be transmitted between Intra-Region or Inter-Region Sprint IP access nodes.
- S.** “Network Jitter” means the average variation in the delay of received packets transmitted between all Intra- Region or Inter-Region Sprint IP access nodes.
- T.** “Network Packet Loss” means the average percentage of packets in the calendar month that is dropped between Intra-Region or Inter-Region Sprint IP access nodes.
- U.** “NNI” means a network-to-network connection between Sprint and a Sprint Authorized Partner.
- V.** “Node” means a redistribution point or communication endpoint for IP/MPLS circuits.
- W.** “No Trouble Found” means a customer reports a problem that cannot be duplicated by Sprint. For example, a customer reports an out-of-service condition, but Sprint sees its service up and active with no evidence of a recent outage.
- X.** “Out of Band” means separate physically from the Transport circuit being provided
- Y.** “POP” means Point of Presence. A location where the provider can terminate connections from the Local Exchange Carrier (LEC) or Alternate Access Vendors (AAV)
- Z.** “Port” means a customer’s physical entrance to, and/or exit from, the Sprint IP/MPLS network.
- AA.** “Service Agreement” means the agreement between a customer and Sprint for the purchase of MPLS VPN or Dedicated IP Services.
- BB.** “Service Credit” means a portion or total of the MRC or NRC for the affected Site for which Sprint will issue a credit to a customer.
- CC.** “Site” means the Transport at a single customer location and, if the customer is purchasing Sprint’s Managed Network Solutions Complete Service (“MNS Complete”), the Sprint managed router.
- DD.** “Site Availability” means the percentage of minutes in a calendar month that a customer’s Site was available. Site Availability is calculated as follows: Total number of available minutes in a normalized calendar month (30 days x 24 hours x 60 minutes) minus the total number of Site Outage minutes in the calendar month (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).
- EE.** “Site Installation Interval” means the total number of business days between the acceptance of an accurate and complete customer Order, excluding network design and Order preparation time, and the date the applicable Site is installed and available for use.
- FF.** “Site Outage” means a Site is unable to receive or transmit IP packets on the Sprint IP network, as measured by validated Sprint Severity 1 or Severity 2 (as described in the Sprint Trouble Reporting System) Site Outage trouble tickets.
- GG.** “Sprint Authorized Partner” means an entity that has entered into an arrangement with Sprint to provide MPLS VPN network Transport services on Sprint’s behalf.
- HH.** “Sprint Provided Access” or “SPA” means Sprint coordinated, ordered, provisioned, installed, and maintained access facilities, including Ethernet access facilities, from end to end for telecommunications service. SPA Ethernet includes Ethernet over fiber, as well as ethernet alternative options: including Ethernet over copper, and Ethernet over DOCSIS (cable provider infrastructure), Type II Access, and TDMvE, Broadband, and fixed wireless LTE Access.
- II.** “Sprint VPOP” means a Sprint-provided, shared customer inter-country access arrangement with a third- party provider that provides a customer with connectivity between an out-of-country Sprint IP/MPLS access node and a dedicated in-country Local Loop.
- JJ.** “Transport” means the combination of Local Loop(s) and Port(s) sold to a customer for Site connectivity to the network edge.



3. SERVICE COMMITMENTS. If a customer believes Sprint has failed to meet one of the service delivery commitments set forth in this Section 3 (“Service Delivery Commitments”), the customer must submit a written request for a Service Credit to the customer’s Sprint account representative within 15 business days after the missed Service Delivery Commitment to be eligible for the applicable Service Credit.

A. Site Installation Commitment

- (1) **Site Installation Scope and Measurement.** Sprint’s Installation Service Level is to have the installation of a Sprint-ordered access circuit and activation of a Sprint IP/MPLS Port completed by the date to which Sprint commits to deliver the Service (“Customer Commit Date”).
- (2) **Site Installation Commitment.** The Site Installation Interval commitment and associated Service Credits are set forth in Table 1 below.

TABLE 1- SITE INSTALLATION INTERVALS

Circuit Type	Site Installation Interval Commitment^{1, 2}	Service Credit
Domestic and International FE/Gig E Customer Provided Access	30 business days	3 % of circuit MRC per day beyond commit
Domestic Sprint Provided Access Aggregated Ethernet (LEC) FE/Gig E	65 business days	3 % of circuit MRC per day beyond commit
Domestic Sprint Provided Access Aggregated Ethernet (AAV) FE/Gig E	50 business days	3 % of circuit MRC per day beyond commit
Domestic Sprint Provided Access Ethernet 10 Gig - 100 Gig	Customer Commit Date	3 % of circuit MRC per day beyond commit
Domestic Sprint Provided Access Dedicated Ethernet FE/Gig E	Customer Commit Date	3 % of circuit MRC per day beyond commit
International FE/Gig E SPA Ethernet	Customer Commit Date	3 % of circuit MRC per day beyond commit
Canada Gig E	Customer Commit Date	3 % of circuit MRC per day beyond commit
Canada E1/E10/E100	55 business days	3 % of circuit MRC per day beyond commit
Sprint Broadband Internet Connection (“SBIC”) and/or National Broadband Direct (“NBB”)	65 business days	3 % of circuit MRC per day beyond commit

(3) Site Installation Limits and Exclusions

The following caveats apply to the Site Installation Commitment:

- (a) In no instance shall the Site install commitment credit exceed 100% of 1 (one) month’s circuit MRC.
- (b) The Site Installation Interval commitment is subject to and conditioned upon available capacity at the time an Order is placed. If there is not available capacity, Sprint will amend the Site Installation Interval Commitment to provide for deployment of additional resources or alternate solutions.
- (c) For International Sites, the Customer Commit Date will be considered confirmed once Sprint has been able to contact the Site to verify the correct Site address and demarcation information. In addition, Sprint may amend the Customer Commit Date within five business days after Sprint places an order with an International access vendor if the vendor advises Sprint in writing that seasonal events or unusual circumstances will cause additional delay.
- (d) For Sites that include a Sprint managed router, Sprint will notify Customer of the Customer Commit Date after the Transport is installed and all equipment has arrived at the customer location.
- (e) The Site Installation Commitment will not apply to sites where: (i) the Site is pre-qualified as an excessive build by the LEC Serving Wire Center (SWC) after Site survey; (ii) the Site is a near-net site; (iii) the Site is identified as difficult to build by the applicable Access provider; (iv) an applicable Dedicated Ethernet Access circuit requires new fiber or an end to end build; or (v) a Site is prequalified by the applicable Access provider in error.

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B. Site Availability Commitment. The Site Availability commitment and associated Service Credit is set forth in Table 2 below. The Site categories are:

- (1) High Availability Platform. High Availability Platform SLAs are available for Sites with more than one circuit path combined with Sprint management/monitoring of CE router. The applicable SLA will vary in accordance with the chosen Site availability category. The Site availability categories are as follows:
 - (a) High Availability Max: The High Availability Max Site availability category applies when multiple Sprint Provided High Availability fiber Ethernet circuits or Local Exchange Carrier (LEC) Ethernet over copper circuits are employed in a diverse design. Access must be provided by diverse Access providers that are independent of each other. Substantial physically Diverse Building Entrance as defined in Section 2-Definitions is required as well as diverse Sprint POP's and/or Nodes. Both connections must be monitored and/or managed by Sprint whether plugged into the same or separate CPE.
 - (b) High Availability Ultra: The High Availability Ultra Site availability category applies when multiple Sprint Provided fiber Ethernet Access circuits or LEC Ethernet over copper circuits and/or Ethernet equivalents are offered in a High Availability design. Access must be provided by diverse Access providers that are independent of each other, and on separate facilities, Sprint POPs and Sprint Nodes. Both connections must be monitored and/or managed by Sprint whether plugged into the same or separate CPE.
 - (c) High Availability High: The High Availability Advanced Site availability category applies when combinations of Multiple Ethernet and/or Ethernet equivalent and/or Broadband circuits are offered in a diverse design. Access must be provided by diverse Access providers that are independent of each other, but the building entrance facilities can be on the same physical path. Both connections must be monitored and/or managed by Sprint whether plugged into the same or separate CPE.
 - (d) High Availability Value: The High Availability Value Site availability category applies when Multiple Broadband circuits are offered in a diverse design. Access must be provided by diverse Access providers that are independent of each other. Both connections must be monitored and/or managed by Sprint whether plugged into the same or separate CPE.
- (2) Standard Availability Platform: Standard Availability SLAs are available for single Circuit Sites. The Standard Availability Categories are as follows:
 - (a) Standard Availability Premium: The Standard Availability Premium site availability category applies when a single Circuit Sprint Provided fiber ethernet Access or LEC ethernet over copper Circuit is offered. CE router monitoring and/or management is optional.
 - (b) Standard Availability Enhanced: The Standard Availability Enhanced site availability category applies when Alternative Ethernet access is offered for a single circuit (CLEC EoC, Type II, EoD, TDMvE). CE router monitoring and/or management is optional.
 - (c) Standard Availability Value: The Standard Availability Value site availability category applies when Single Circuit Broadband Access (including Sprint branded Products-SBIC, Broadband Direct, LTE Access) is offered. CE router monitoring and/or management is optional.

TABLE 2: SITE AVAILABILITY COMMITMENT BY ACCESS TYPE

Site Availability Category ¹	Site Availability Target	Site Outage Time ²	Service Credit ¹
Domestic Only			
High Availability Categories			
Max ³	100.00%	>1 minute	100% MRC
Ultra ³	100.00%	<1 hour 1-2hours 2-4 hours >4 hours	40% MRC 80% MRC 100% MRC



Site Availability Category ¹	Site Availability Target	Site Outage Time ²	Service Credit ¹	
High ³	100.00%	<1 hour 1-2 hours 2-4 hours 4-8 hours >8hours	20% MRC 30% MRC 40% MRC 50% MRC 100% MRC	
Value ³	100.00%	<1 hour 1-2 hours 2-4 hours >4-8 hours 8-16 hours minutes	10% MRC 15% MRC 20% MRC 25% MRC 50% MRC	
Standard Availability Categories	Site Availability Target		With Sprint Managed Services	w/o Sprint Managed Services
Premium	99.95%	>1-20 minutes >20 minutes-1 hour 1-2 hours 2-4 hours 4-8hours 8-16 hours 16-24 hours >24 hours	0% 10% MRC 15% MRC 20% MRC 25% MRC 50% MRC 100% MRC -	0% 5% 7.5% MRC 10% MRC 12% MRC 25% MRC 50% MRC 100% MRC
Advanced	99.9%	<1 hour 1-2 hours 2-4 hours 4-8hours 8-16 hours 16-24 hours >24 hours-36 hours >36hours	0% 10% MRC 20% MRC 30% MRC 50% MRC 75% MRC 100% MRC	0% 5% MRC 10% MRC 15% MRC 25% MRC 37% MRC 50% MRC 100% MRC
Value	99.0%	>8 hours 8-16 hours 16-24 hours >24 hours	0% 20% MRC 30% MRC 50% MRC	- 10% MRC- 15% MRC- 25% MRC
Customer Provided Access	99.9%	Between 44 minutes and 60 minutes Each additional whole hour	10% of Site MRC 3% MRC	
International Only				
Site Availability Category ¹	Site Availability Target	Site Outage Time ²	Service Credit ¹	



Site Availability Category ¹	Site Availability Target	Site Outage Time ²	Service Credit ¹
Single Circuit Site – SPA Ethernet – Highly Available International Countries ³	99.9	Between 44 minutes and 60 minutes	10% of Site MRC
		Each additional whole hour	3% MRC
Single Circuit Site – SPA Ethernet – Rest of World	99.5	Between 216 minutes and 240 minutes	10% of Site MRC
		Each additional whole hour over 4 hours	3% MRC
Sprint VPOP2	99.5	Between 216 minutes and 240 minutes	10% of Site MRC
		Each additional whole hour over 4 hours	3% MRC
MPLS Port Provided through Sprint Authorized Partner for MPLS VPN2	99.5	Between 216 minutes and 240 minutes	10% of Site MRC
		Each additional whole hour over 4 hours	3% MRC

1 - The Site Availability category set forth in this table shall be based on the final design in an MPLS design document as mutually agreed upon by the parties.

2 - Subject to Sprint 's internal confirmation of outage. Exclusions outlined in Section 7 will apply.

3 - For this SLA to apply, customer must purchase a Sprint Managed Network Service including, but not limited to Sprint Monitor and Notify, Sprint MNS Complete or Sprint SDWAN. This requirement includes MPLS ports provided through Sprint Authorized Partners.

(3) The following countries and territories are considered High Availability Countries: United States, United Kingdom, Germany, Austria, Sweden, Denmark, Norway, France, Belgium, Italy, Netherlands, Switzerland, Ireland, Canada, Japan, Hong Kong, Singapore, New Zealand and Australia. All countries or territories not named are considered Rest of World for purposes of the Site Availability commitment.

C. Mean Time to Repair Commitment. The MTTR commitment is set forth in Table 3 below and is based on the country in which the customer's Site is located and the associated Service Class. The Service Class designations are provided in Table 3 below and in the MTTR Country Class Table located in Appendix B. Any country not listed in the MTTR Country Class Table will default to Service Class D.



TABLE 3: MTTR COMMITMENT (IN HOURS)^{1, 3}

Location ²	No Dispatch Required	Dispatch Required ²
United States with Sprint managed router (MNS Complete Service)	3.5 hours (includes both No Dispatch and Dispatch Required Outages)	
Service Class A	4	8
Service Class B	8	12
Service Class C	12	16
Service Class D	24	36
Service Credit ⁴	10% of the MRC for the Affected Site	

- (1) The MTTR commitment is only available if the local access is traditional leased line local access, Ethernet or Orange Business Services Premier DSL. Standard Value services (Broadband Connect, SBIC and LTE Access) are excluded.
- (2) Internationally, the MTTR commitment where dispatch is required only applies to Sites located within 50 km from the Sprint IP/MPLS network edge. For the purposes of this MTTR commitment, the network location for the Local Loop connection to a Sprint VPOP is considered the Sprint IP network edge.
- (3) If a customer is purchasing MNS Complete, MTTR includes the Sprint managed router(s) that are configured with OOB access, and are under a same-day maintenance contract.
- (4) Customer may receive either the MTTR Service Credit or the Site Availability Service Credit in any given month, but not both, for the affected location.

4. NETWORK PERFORMANCE COMMITMENTS.

- A. Generally.** Network Performance is the measure of how data travels through the Sprint IP network regions. The network performance commitments described in this Section 4 (“Network Performance Commitments”) are measured across specific Sprint IP network nodes on an Inter-Region and Intra-Region basis each month, and apply to Sites on Sprint platforms. The network statistics for each month are posted at www.sprint.net/sla (“SLA Website”). Path-specific commitments are described in Section 5 below.
- B. Service Credits.** If a customer believes Sprint has failed to meet one of the Network Performance Commitments, the customer must submit a written request for a Service Credit to the customer’s Sprint account representative within 15 business days after the applicable network performance statistics are posted on the SLA Website to be eligible for the applicable Service Credit. Service Credits for Sprint’s failure to meet a Network Performance Commitment will be equal to 10% of the MRC for all affected Ports in the impacted region(s).



TABLE 4: NETWORK PERFORMANCE COMMITMENTS – REGION COUNTRY DETAILS ARE LISTED IN APPENDIX A

Measurement Region	Network Delay Commitment (in milliseconds)	Network Packet Loss Commitment	Network Jitter Commitment (in milliseconds)
INTRA-REGION			
North America	Less than or equal to 40ms	0.05%	Less than 1ms
Europe	Less than or equal to 30ms	0.05%	Less than 1ms
Asia	Less than or equal to 80 ms	0.05%	Less than 1ms
South Pacific ¹	Less than or equal to 30ms	0.05%	Less than 1ms
INTER-REGION		0.05%	
Europe to Asia	Less than or equal to 165ms	0.05%	Less than 1ms
Europe to North America	Less than or equal to 85ms	0.05%	Less than 1ms
Japan to North America	Less than or equal to 105ms	0.05%	Less than 1ms
Hong Kong to North America	Less than or equal to 170ms	0.05%	Less than 1ms
Korea to North America	Less than or equal to 145ms	0.05%	Less than 1ms
Singapore to North America	Less than or equal to 200ms	0.05%	Less than 1ms
India to North America	Less than or equal to 240ms	0.1%	Less than 1ms
South Pacific to North America	Less than or equal to 165ms	0.05%	Less than 1ms
Latin America to North America	Less than or equal to 105ms	0.1%	Less than 1ms
Chile to North America	Less than or equal to 120ms	0.1%	Less than 1ms
Colombia to North America	Less than or equal to 70ms	0.1%	Less than 1ms
Brazil to North America	Less than or equal to 120ms	0.1%	Less than 1ms
Puerto Rico to Domestic US	Less than or equal to 20 ms	0.05%	Less than 1ms
Hawaii to Domestic	Less than or equal to 60 ms	0.05%	Less than 1ms
Mexico to Domestic	Less than or equal to 45 ms	0.05%	Less than 1ms

⁽¹⁾ South Pacific Network Performance Commitments are available for MPLS VPN Service only and not Dedicated IP.

5. END-TO-END (E2E) MPLS PERFORMANCE COMMITMENTS AND REPORTING

- A. Generally.** The E2E MPLS performance commitments set forth in this Section 5 cover performance between a customer’s premises, including access facilities provided by or through Sprint, and the Sprint MPLS network (“E2E Performance Commitments”). E2E Performance Commitments in a hub and spoke design are only valid between the hub and remote Sites (not between remote Sites). Sprint IP Service or Internet service on a third-party network is expressly excluded from the E2E Performance Commitments. Upon request, a customer’s Sprint account representative will provide Site-specific E2E Performance Commitments.
- B. End-to-End SLA Eligibility.** The E2E Performance Commitments are subject to the following requirements:
 - (1) Access types must be Fiber over Ethernet or LEC EoC
 - (2) Validation requests must be run in the Customer’s highest priority queue.
 - (3) Sites may not utilize DSL (except Orange Premier DSL), wireless or microwave access;

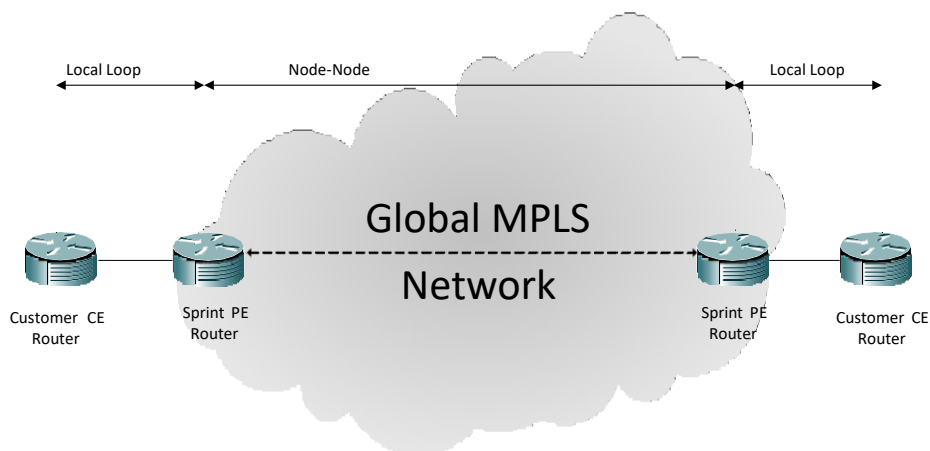
- (4) The customer's CPE device OS code is supported by the vendor at the time of measurement;
- (5) The customer's average monthly CPE CPU utilization does not exceed 60%;
- (6) The customer's Port utilization does not exceed 75% for traditional leased line services;
- (7) The customer's Port utilization does not exceed 90% for SPA Ethernet services;
- (8) The customer's speed for an Ethernet Port must match the speed of the purchased Service;
- (9) The components of an installed MPLS Site (including access type, MPLS node locations, and port speed) match those used in the calculations of the E2E Performance Commitments; and
- (10) The locations are not running Site encryption.

C. IMPLEMENTATION

- (1) For a Site to be eligible for the E2E Performance Commitments, a customer must utilize a Sprint- approved E2E reporting tool. Tivoli® NetView® Performance Monitor ("NetView") (based upon Cisco IP SLA running on the customer premise router) is included with each Port, however (a) the customer must contact its Sprint account representative to register for access to NetView reporting at the time of Site implementation, (b) the customer's router must meet the minimum standards set forth in the network design document, and (c) the customer must have the applicable software licenses required by the manufacturer to allow testing. The End-to- End summary report from NetView will include one test per Site. The E2E Performance Commitments will be measured by NetView and will be posted to Sprint's Compass web portal after the end of each calendar month.
- (2) If a customer is not utilizing MNS Complete at a location, the customer must (a) provide Simple Network Management Protocol read/write access to all devices where E2E reporting is desired; and (b) define the Cisco IP Service Level Agent active test scenario(s) and name each point-to-point link. Sprint will limit the total number of active tests to the number of Sites polled or monitored by Sprint (i.e., 10 active tests for a 10 Site network).

D. E2E PERFORMANCE COMMITMENTS

- (1) "End-to-End Delay" is measured between a pair of specific Sites and is equal to the round trip delay (in milliseconds) between the nodes where the respective endpoints connect to the Sprint MPLS network (node-to-node delay), plus the Local Loop round trip delay for each endpoint (Local Loop delay), averaged over the calendar month. For Port speeds below T1, serialization delay is added to the End-to-End Delay.



- (2) "End-to-End Packet Loss" is measured one way between specified Sites, and is the percentage of packets received versus sent, averaged over the calendar month.
- (3) "End-to-End Jitter" is measured one way between specified Sites and is the variation in the delay of received packets, averaged over the calendar month. The End-to-End Jitter commitment is not available for Site pairs where either Site has a port speed less than T1.

E. END-TO-END SERVICE CREDIT.

- (1) If a customer believes Sprint has failed to meet one of the E2E Performance Commitments, the customer must submit a written request for a Service Credit to the customer's Sprint account representative within 15 business days after the end of the calendar month in order to be eligible for the Service Credit. End-to-End Service Credits may be requested only after a full month's data has been collected. If a Site experiences a Site Outage during a calendar month, Sprint will not pay Service Credits for E2E Performance Commitments for that month. If Sprint fails to meet any E2E Performance Commitment for a Site pair over a calendar month, Sprint will provide a Service Credit to the customer for the affected Sites equal to 10% of the Port MRC.

If Sprint fails to meet more than one E2E Performance Commitment in a calendar month for a pair of Sites (e.g., both End-to-End Delay and End-to-End Packet Loss), the customer will only receive one 10% Port MRC Service Credit (subject to Section 8 below). A customer will not receive a Service Credit for Sprint's failure to meet an E2E Performance Commitment in the same calendar month as a customer receives a Service Credit for Sprint's failure to meet a Network Performance Commitment.

6. MNS COMPLETE COMMITMENTS

A. Network Change Requests.

- (1) Sprint will complete all Network Change Requests (as described in the Service Agreement) ("NCRs") and will communicate to the customer via email that the NCR is complete within the following time frames ("NCR Commitment"):

24 hours for a simple NCR involving a single Site; and 72 hours for a complex NCR.

The applicable time frames will begin after Sprint receives a written NCR containing complete information and Sprint has provided a written acknowledgement to the customer and will end when Sprint notifies the customer that the NCR has been successfully completed. The time required to complete NCRs will increase if the customer has multiple devices.

- (2) If a customer believes Sprint has failed to meet the NCR Commitment, the customer must submit a written request for a Service Credit to the customer's Sprint account representative within 15 business days after the end of the calendar month in which the NCR occurred to be eligible for a Service Credit.

B. SITE OUTAGE PROACTIVE RESOLUTION COMMITMENT.

- (1) Sprint will proactively detect and initiate service assurance on at least 90% of the Site Outages in a calendar month, measured across all Sites and calculated as follows ("Site Outage Proactive Resolution Commitment"):

- X Ticket – means Sprint-initiated Site Outage trouble ticket
- C Ticket – means customer-initiated Site Outage trouble ticket

$$\% \text{ Proactive} = (X \text{ Tickets} - C \text{ Tickets}) / (X \text{ Tickets}) * 100\%.$$

- (2) If a customer believes Sprint has failed to meet the Site Outage Proactive Resolution Commitment, the customer must submit a written request for a Service Credit to the customer's Sprint account representative within 15 business days after the end of the calendar month to be eligible for a Service Credit. The Service Credit for Sprint's failure to meet the Site Outage Proactive Resolution Commitment will be equal to 10% of the total MNS MRCs for the Site(s) that experienced a Site Outage in the calendar month.

7. EXCLUSIONS AND AMENDMENTS

A. Exclusions. Sprint will not be obligated to pay any Service Credits for the failure to meet a commitment set forth in this SLA if the failure was due to:

- (1) Circumstances or delays caused by the acts or omissions of the customer, its agents or vendors, including the failure of, or unavailability of, customer-owned or maintained equipment (including without limitation CPE) and/or facilities necessary to install the Services;
- (2) Delays attributed to extending the Local Access demarcation point.
- (3) A Force Majeure Event provided however that for purposes of the SLAs contained herein with respect to High Availability Max Site availability, a fiber cut will not be considered a Force Majeure Event, if (and only if) dual entrance exists.



- (4) Scheduled standard maintenance performed within the maintenance window (please refer to <http://www.sprint.net/maintview/standard.html> for current schedule of standard maintenance). Sprint reserves the right to revise Standard Maintenance Window with 72 hours prior notice via email of the Compass web portal (please refer to https://www.sprint.net/index.php?p=support_maint_window);
- (5) Any components operated by an Internet Service Provider or a network operator other than Sprint or a Sprint Authorized Partner for MPLS VPN;
- (6) Troubles resolved as "No Trouble Found";
- (7) Outages less than 60 seconds in duration where the Site is designed pursuant to the Standard Availability Platform.
- (8) International PTT local access installation delays prior to Sprint's acceptance of such local access;
- (9) The failure of any components beyond the Sprint side of a NNI for Network Performance Commitments; or
- (10) International Access provided via wireless or microwave transmission, unless expressly included in this SLA.

B. Amendments. Sprint reserves the right to amend the Network Performance SLAs from time to time in its sole discretion. Other Commitments in this SLA are applicable for 2 years from the date the Service is first ordered, after which time Sprint reserves the right to revert to the most current standard SLAs.

8. MAXIMUM SERVICE CREDITS

- A.** Maximum Monthly Service Credit. In no event will any Service Credits issued to a customer for a single calendar month under any Service Delivery Commitment, Network Performance Commitment, or E2E Performance Commitment (in the aggregate) exceed 100% of the Port and Access MRC for the affected Site(s).
- B.** Maximum Yearly Service Credit. In no event will the combined cumulative total of Service Credits issued to a customer during a Contract Year exceed 20% of such customer's total MRCs for all Port(s), Access and MNS charges invoiced during the Contract Year.



APPENDIX A

GLOBAL MPLS VPN SERVICE REGIONS (FOR NETWORK PERFORMANCE COMMITMENTS)

Region	Countries
Asia	China, Hong Kong, India, Japan, Korea, Malaysia, Philippines, Singapore, Taiwan
Europe	Austria, Belgium, Denmark, France, Germany, Ireland, Italy, Norway, Russia, Sweden, Switzerland, The Netherlands, United Kingdom, Poland
Latin America	Argentina, Brazil, Chile, Colombia
North America	Canada, Continental United States, Mexico,
South Pacific	Australia, New Zealand

Country Service Class (for MTTR Commitment)

Service Class	Countries
A	Australia, Austria, Belgium, Denmark, France, Germany, Hong Kong, Ireland, Japan, New Zealand, Norway, Singapore, Sweden, Switzerland, The Netherlands, United Kingdom, United States
B	Canada, Chile, Colombia, Finland, Iceland, Israel, Italy, Luxemburg, Macedonia, Portugal, Puerto Rico, Spain, Taiwan, Venezuela
C	Argentina, Bahamas, Bahrain, Belize, Bermuda, Bosnia Herzegovina, Brazil, Brunei Darussalam, Bulgaria, Central African Republic, China, Costa Rica, Croatia, Czech Republic, Dominican Republic, Ecuador, El Salvador, Estonia, Gibraltar, Greece, Guadeloupe, Guam, Guatemala, Honduras, Hungary, Jordan, Kyrgyzstan, Latvia, Lebanon, Lithuania, Hungary, Malta, Martinique, Mauritania (Islamic Rep. Of), Mexico, Moldova, Monaco, Mongolia, Netherland Antilles, Nicaragua, Oman, Panama, Paraguay, Peru, Poland, Romania, Russian FD, Saudi Arabia, Slovakia, Slovenia, South Africa, South Korea, Turkey, Ukraine, United Arab Emirates, Uruguay, Uzbekistan, Virgin Islands (US)
D	Egypt, India, Indonesia, Malaysia, Philippines, Thailand, Vietnam