



**SPRINT SOFTWARE DEFINED WIDE AREA NETWORK (“SD WAN”)  
SERVICE LEVEL AGREEMENT (“SLA”)  
Effective Date: July 12, 2019**

**1. POLICIES.**

- 1.A. Eligibility.** This SLA is available only for a customer within the United States 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.B. 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 5 then Sprint will issue the applicable Service Credit to the customer as set forth below, not to exceed the limits set forth in Section 6. 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.
- 1.C. Applicability.** With the exception of Site Availability, the Commitments exclude Transport. A customer may refer to the Sprint GMPLS and Dedicated IP SLAs for Sprint Transport SLAs.

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

- 2.A. “Business Day”** means Monday through Friday, 8AM to 5PM, local time, excluding Federal holidays.
- 2.B. “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.
- 2.C. “Customer Commit Date”** means the scheduled service installation date as determined by Sprint and communicated to a customer.
- 2.D. “Local Loop”** means the circuit that connects the demarcation point of the customer premises to the network edge of the Sprint IP network.
- 2.E. “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.
- 2.F. “Port”** means a customer’s physical entrance to, and/or exit from, the Sprint IP/MPLS network.
- 2.G. “SD WAN Device”** means the Sprint provided premise router that enables the SD WAN service.
- 2.H. “SD WAN Device Installation Interval”** means the total number of Business Days between the system entry date of an accurate and complete Order, excluding network design and Order preparation time, and the date the applicable SD WAN Device is installed and available for use.
- 2.I. “SD WAN Device Mean Time to Repair”** means the monthly average of the time it takes for service to be restored for a SD WAN Device after a trouble ticket has been opened for a SD WAN Device Outage. The SD WAN Device Mean Time to Repair is calculated as follows: total repair time for a SD WAN Device divided by the number of trouble tickets for that SD WAN Device during the calendar month.
- 2.J. “SD WAN Gateway”** is used by the SD WAN Device (when required) to deliver WAN services for traffic destined for public cloud applications.
- 2.K. “SD WAN Orchestrator”** means the multi-tenant platform providing management and control functionalities for the solution.
- 2.L. “SD WAN Device Outage”** means a SD WAN Device is unable to receive or transmit IP packets, as measured by validated Sprint Severity 1 or Severity 2 (as described in the Sprint Trouble Reporting System) SD WAN Device Outage trouble tickets.
- 2.M. “SD WAN Service Component”** means the SD WAN Orchestrator and connecting SD WAN Gateways.
- 2.N. “SD WAN Service Component Availability”** means the percentage of time in a calendar month that a customer’s SD WAN Service Component was available. SD WAN Service Component Availability is calculated as:

Total amount of minutes in a normalized month (30 days x 24 hours x 60 minutes) minus the total amount of validated SD WAN Service Component Outage in minutes as measured by Sprint trouble tickets in the applicable month (not including maintenance windows, planned outages, or excludable events) divided by the total amount of minutes in a normalized month (as stated above) and multiplied by 100 (for the percentage).



- 2.O. “SD WAN Service Component Mean Time to Repair”** means the monthly average of the time it takes for service to be restored for a SD WAN Service Component after a trouble ticket has been opened for a SD WAN Service Component Outage. The SD WAN Service Component Mean Time to Repair is calculated as follows: total repair time for a SD WAN Service Component divided by the number of trouble tickets for that SD WAN Service Component during the calendar month.
- 2.P. “SD WAN Service Component Outage”** means the total time that all users at a customer’s Site are unable to utilize the SD WAN Service Component, as measured by validated Sprint Severity 1 or Severity 2 (as described in the Sprint Trouble Reporting System) SD WAN Service Component Outage trouble tickets.
- 2.Q. “Service Agreement”** means the agreement between a customer and Sprint for the purchase of SD WAN service.
- 2.R. “Service Credit”** means a portion or total of the MRC or NRC for the affected SD WAN Device for which Sprint will issue a credit to a customer.
- 2.S. “Site”** means the Transport and Sprint provided SD WAN Device at a single customer location.
- 2.T. “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, planned outages, or excludable events), divided by the total amount of minutes in a normalized month (as stated above), and multiplied by 100 (for the percentage).
- 2.U. “Site Outage”** means a Site is unable to receive or transmit IP packets, as measured by validated Sprint Severity 1 or Severity 2 (as described in the Sprint Trouble Reporting System) Site Outage trouble tickets.
- 2.V. “Sprint Provided Access” or “SPA”** means Sprint coordinates, orders and provisions, installs, and maintains access facilities, including Ethernet access facilities and, from end to end for telecommunications service. SPA Ethernet includes: Ethernet over fiber, Ethernet over copper, and Ethernet over DOCSIS (cable provider infrastructure).
- 2.W. “Transport”** means the combination of Local Loop(s) and Port(s) sold to a customer for connectivity to network edge.
- 3. COMMITMENTS.** If a customer believes Sprint has failed to meet one of the Commitments set forth in this Section 3, 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 Commitment to be eligible for the applicable Service Credit.
- 3.A. SD WAN Device Installation Interval Commitment.** The SD WAN Device Installation Interval commitment and associated Service Credits are set forth in Table 1 below. A customer must pay the applicable installation charges to be eligible for a Service Credit.

**TABLE 1 – SD WAN Device Installation Interval**

Installation Type	SD WAN Device Installation Interval Commitment <sup>1, 2, 3</sup>	Service Credit
SD WAN Device	Customer Commit Date	50% of the billed SD WAN Device installation NRC

<sup>1)</sup> The SD WAN Device Installation Interval Commitment is subject to and conditioned upon available hardware at the time the customer places an Order. If hardware is not available, Sprint will amend the SD WAN Device Installation Interval Commitment to provide for deployment of additional resources or alternate solutions.

<sup>2)</sup> The Customer Commit Date is not confirmed until Sprint has been able to contact the location to verify the correct address and demarcation information.

<sup>3)</sup> Delays caused by customer provided Transport are excluded.

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

**3.B.1.** Platinum (Fully Diverse): dual entrance facilities, physically diverse Sprint Provided Access Ethernet circuits, POP diversity, Provider Edge (PE) router diversity, dual SD WAN Devices and dual LAN switches if Sprint managed. Platinum Sites cannot have any single point of failure.

**3.B.2.** Gold (Redundant, Dual SD WAN Devices): dual Sprint Provided Access circuits, PE router diversity, dual SD WAN Devices and dual LAN switches if Sprint managed.

**3.B.3.** Silver (Redundant, Single SD WAN Device): dual Sprint Provided Access circuits, PE router diversity, single SD WAN Device.

**3.B.4.** Silver (customer provided Transport): Single Sprint Provided Access Ethernet, PE router, SD WAN Device and Customer provided Transport

**3.B.5.** Bronze (Single Circuit): Sprint Provided Access Ethernet, PE router, SD WAN Device

**3.B.6.** Copper (Single Sprint National Broadband (“SNB”), or dual Customer provided Transport): Single SNB circuit or dual customer provided Transport, SD WAN Device

**TABLE 2: Site Availability Commitment<sup>1</sup>**

Category	Site Availability Commitment	Site Outage Time	Service Credit <sup>2</sup>
SD WAN Service Component	100%	Between 1 minute and 60 minutes	10% of affected SD WAN Site(s) MRC
		Each additional whole hour over 1 hour	Additional 3% of affected SD WAN Site(s) MRC
Platinum SD WAN Site	100%	Between 1 minute and 60 minutes	10% of SD WAN Site MRC
		Each additional whole hour over 1 hour	Additional 3% of SD WAN Site MRC
Gold SD WAN Site	99.99%	Between 5 minutes and 60 minutes	10% of SD WAN Site MRC
		Each additional whole hour over 1 hour	Additional 3% of SD WAN Site MRC
Silver (Redundant, Single SD WAN Device) Site	99.95%	Between 22 minutes and 60 minutes	10% of SD WAN Site MRC
		Each additional whole hour over 1 hour	Additional 3% of SD WAN Site MRC
Silver (Customer Provided Transport) Site	99.95%	Between 22 minutes and 60 minutes	10% of SD WAN Site MRC
		Each additional whole hour over 1 hour	Additional 3% of SD WAN Site MRC



Bronze Site	99.90%	Between 44 minutes and 60 minutes	10% of SD WAN Site MRC
		Each additional whole hour over 1 hour	Additional 3% of SD WAN Site MRC
Copper Site	99.0%	Over 432 minutes	3% of SD WAN Site MRC

(1) The Site Availability Commitment includes Transport, therefore, any Site with SD WAN service cannot receive Service Credits under the GMPLS and Dedicated IP Site Availability Commitment.

(2) If a Site Outage is due solely to a Local Loop outage, the available Service Credit is limited to 3% of the applicable SD WAN Site MRC.

**3.C. Mean Time to Repair (“MTTR”) Commitment.** The MTTR commitment is set forth in Table 3 below.

**TABLE 3: MTTR Commitment<sup>1</sup>**

Category	Commitment	Service Credit <sup>3</sup>
SD WAN Device	Next Business Day <sup>2</sup>	10% of the MRC for the affected SD WAN Site
SD WAN Service Component	4 hours	10% of the MRC for the affected SD WAN Site(s)

(1) MTTR Commitments for Sprint provided Transport are available in the Sprint GMPLS and Dedicated IP SLA.

(2) Replacement equipment provided by Sprint will be shipped for next Business Day delivery for customer self-installation so long as (i) the trouble is isolated to the Sprint provided and managed equipment, and (ii) the root cause of the failure is determined by Sprint by 12 PM Eastern Time on a Business Day (otherwise an additional Business Day may be required).

(3) 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. SD WAN COMPLETE COMMITMENTS

##### 4.A. Network Change Requests.

**4.A.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 SD WAN Device; 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. NCR commitments are not available for SD WAN Collaborative.

**4.A.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. Upon Sprint’s verification that a NCR Commitment was not met, Sprint will issue a Service Credit equal to 100% of the NCR charges for that NCR request.



## 5. EXCLUSIONS AND AMENDMENTS

- 5.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:
- 5.A.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 and/or facilities necessary to install the SD WAN service;
  - 5.A.2.** A Force Majeure Event;
  - 5.A.3.** 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](https://www.sprint.net/index.php?p=support_maint_window));
  - 5.A.4.** Troubles resolved as "No Trouble Found";
  - 5.A.5.** Outages less than 60 seconds in duration;
  - 5.A.6.** Failure to implement Sprint required software updates;
  - 5.A.7.** Access provided via wireless or microwave transmission;
  - 5.A.8.** Local power failures; or
  - 5.A.9.** Outages or degradation caused by customer configuration changes.
- 5.B. Amendments.** Sprint reserves the right to amend the SLAs from time to time.

## 6. MAXIMUM SERVICE CREDITS

- 6.A. Maximum Monthly Service Credit.** In no event will any Service Credits issued to a customer for a single calendar month under any Commitment, exceed 50% of the SD WAN service MRC for the affected SD WAN Site(s).
- 6.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 the SD WAN service invoiced during the Contract Year.