MANAGED IP TELEPHONY
PRODUCT ANNEX

The following terms and conditions in this Managed IP Telephony Product Annex ("Annex"), together with the applicable cover agreement (e.g., Master Services Agreement, Custom Services Agreement or Services Agreement) govern Sprint’s provision and Customer’s use of Managed IP Telephony services as specified in the applicable Sprint-approved order form ("Order").

1. Managed IP Telephony. Managed IP Telephony supports proactive monitoring and management of Internet Protocol telephony ("IPT") devices, typically located on customer premises. Sprint Maintenance services are required for Managed IP Telephony devices, but must be purchased separately and are not covered by this Annex. Customers are eligible for the following entitlements:

1.1 Single Point of Contact. The Managed Services operation center will serve as the primary contact for alarms and normal service activation activities and for troubles associated with the Services, 24 hours per day, 7 days per week, 365 days a year ("24 x 7 x 365"). Managed IP Telephony customers can utilize either a designated Web portal or designated 800 number as the primary service contact.

1.2 Alarm Monitoring. Sprint will perform proactive alarm monitoring for applications, servers, bridges, gateways and gatekeepers. If a critical or major alarm occurs, Sprint will use commercially reasonable efforts to promptly notify Customer of the event, if the alarm cannot be cleared remotely. Sprint will advise Customer if the alarm is associated with hardware, transport, or the configuration.

1.3 Fault Management. Sprint provides complete trouble management, fault detection and resolution for all covered Sprint-approved devices and associated software. Sprint will maintain sole device access and device configuration responsibility. Sprint will initiate corrective maintenance processes for alarms associated with failures of equipment covered by Sprint Maintenance Services.

1.4 Network Management Device Access. If Sprint's network management system cannot access a device via the in-band portion of Customer's transport link, a technician will utilize out-of-band means to access the affected device. The technician will then be able to check the device and its ports for trouble. Customer must provide in-band access to covered devices, as well as a telephone line and modem for the backup and dial-in network management access as specified in Section 4 below.

1.5 Trouble Ticket Handling. A trouble ticket number from Sprint's ticketing system will be provided to Customer’s help desk 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. Sprint will not close a trouble ticket until the problem has been corrected.

1.6 Engineering Support. Sprint may assign an engineer to the account to serve as the primary contact for technical issues related to the IPT Management services (excluding alarms and normal service activation). The engineer will perform quarterly network audits to optimize performance. The engineer will also make quarterly recommendations related to hardware and software updates and the overall health of the network. The engineer may be engaged, as required, for Tier III technical escalations or general consulting assistance. The engineer will also participate as needed in scheduled service performance meetings.

1.7 Engineering Changes. Sprint will manage bug fixes and patches if provided to Sprint at no charge from the manufacturer. Any engineering changes not related to trouble management are Billable Services. Topology changes and major version upgrades are Billable Services.

1.8 Network Support. Telephone support for network outages on the Sprint network is available through Sprint's service center 24 x 7 x 365.

1.9 Third Party Transport Coordination. Sprint's service center provides a single point of contact for troubles associated with the Services, 24 x 7 x 365. Sprint will prepare a “Methods of Engagement” document prior to Managed IP Telephony implementation to outline mutual understandings between Sprint and Customer’s designated access and WAN service provider(s). Customer must provide Sprint a Customer-signed Letter of Agency which entitles Sprint to report circuit problems and request escalation.
on Customer's behalf. In this capacity, Sprint's only obligation will be to report problems to Customer's
service provider, when applicable, obtain updates, and escalate trouble reports via published escalation
processes. Matters related to billing, payment for services, or other non-operational matters will be
referred to Customer for resolution.

1.10 Reporting. Sprint will provide monthly reports detailing the alarms received during the report period via a
designated Web portal. The report will include alarm date and time, Customer notification date and time,
and clearing details (date, time, trouble disposition). Sprint will provide the capacity and utilization of
Customer’s network and associated devices and, if applicable, associated elements. Network
components for IP Telephony, depending on the device, may provide utilization and call quality statistics.

1.11 Backup Support. During the Term, Sprint will maintain a copy of the device configuration for any
equipment covered by IPT Management. Backup does not include applications software or associated
content. Backups will be performed on a regular basis or scheduled after a major change. Servers with
large files will require backup to a Customer provided local storage media. Sprint is not liable for the loss
of content during server file backup.

1.12 Administrative Responsibilities. Sprint IPT Management covers trouble management, fault isolation
and vendor coordination. Customer-requested, non trouble related activities are Billable Services. To
minimize billable charges, it is recommended that Customer obtain vendor training for system admin
personnel for common administrative activities.

2. IP Telephony Billable Services. Billable Services, including moves, adds, changes (MACs) are services
performed on an existing Customer infrastructure that include, but are not limited to, the addition of equipment
or options, the relocation of components or systems, and changes to system software or hardware
configurations. All Billable Services and MACs performed by Sprint for Customer are billable at current list
rates, unless expressly stated otherwise in this Agreement.

3. Value Added Services. The following optional services may be provided by Sprint for an additional fee if
outlined in the attached Optional Services Listing.

3.1 Custom Help Desk Option. Sprint’s Custom Help Desk option provides Customer with Level I support.
Services can be customized following the creation of a mutually agreed upon Scope of Work. Sprint’s
Help Desk will generate weekly and monthly reports and distribute to Customer’s contacts. The reports
will categorize problems by type and resolution and/or provide information on other statistics as specified
by Customer.


4.1 PBX/ IP-PBX. Customer will enable access to the network by Sprint’s Managed Services operation
center via IP VPN tunneling with Customer’s data CPE or provide at Customer’s expense a dedicated
data connection.

4.2 In-Band and Out of Band Access. Customer will provide at its expense in-band and out-of-band access
to Sprint’s Network Operations Center. Customer will provide at Customer’s own expense, a standard
measured business telephone line installed with modem for out-of-band management of the Equipment at
each site. This dedicated measured business line must remain in service for as long as Sprint manages
the equipment; and provide full and free access to any equipment necessary to provide the Services.