

**MASTER SERVICE AGREEMENT**  
**FOR GLOBAL COMMUNICATIONS SERVICES**

This Master Service Agreement between **Sprint International Austria GmbH (“Sprint”)**, a company registered in Austria with its business address at Wien Börsehaus, Schottenring 16, 1010 Vienna, Austria.

and

[insert customer name]\_\_\_\_\_ (“**Customer**”), a business customer as defined in Sec 1 (2) of the Austrian Consumer Protection Act, registered in [country] with its business address at [insert customer address], individually referred to as a “Party” and collectively as “Parties”, establishes the terms and conditions governing Sprint’s provision of business communications Products and Services to Customer.

**1. GENERAL**

**1.1 Applicability.** Sprint provides communications services pursuant to: (a) the terms and conditions contained in this Master Service Agreement for Global Communications Services (“**MSA**”), (b) the order form signed by the Parties which may include, but is not limited to, a Service Request Order Form, a contract order or a statement of work (“**Order**”), (c) any product terms and conditions; and (d) any Service Level Agreement (“**SLA**”), all of which are incorporated into this MSA by reference.

**1.2 Affiliated Entity.** Sprint and its affiliated entities may sell services under this MSA. Customer and its affiliated entities may purchase services under this MSA. The term Affiliated Entity means a legal entity that directly or indirectly controls, is controlled by, or is under common control with either Party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.

**1.3 Products and Services.** Customer may purchase standard Sprint data communication services (“**Services**”) along with Customer premise equipment or other products associated with services (“**Products**”) by means of Orders that Customer submits to Sprint under this MSA. **The Services available for sale by Sprint under this MSA include, but are not limited to:**

- The End-to-End International Private Line (IPL) Service;
- Dedicated Internet Service;
- Managed Network Service (MNS);
- Internet Protocol Virtual Private Network (IP VPN) Service;
- Open-Internet Protocol (IP) Tunneling Service.
- Global Internet Roaming Services
- Sprint International SIP Trunking (“**ISIP**”) Services

The Services, including any equipment, provided by Sprint are specified in the Order. Detailed service descriptions are available on Sprint's website at [www.sprint.com](http://www.sprint.com).

**2. TERM.** The terms and conditions in this MSA are effective on the date this MSA is signed (“**Effective Date**”) and will not expire until all Orders have either expired or terminated. The date that Sprint will begin providing the Products and Services will be set forth in the applicable Order. After the initial Order term expires, the Products and Services in an Order will automatically continue to be provided by Sprint until a different time extension is mutually agreed to in writing by the Parties, or either Party provides the other Party with 60 days prior written notice to terminate.

**3. ORDERING PRODUCTS AND SERVICES.**

**3.1 Order Forms.** Customer will complete an Order for the provision of Services. Each Order will set forth the Services and Products purchased or leased. Any software that is provided with a Product or Service will be governed by 8.2A.

- 3.2 Acceptance of Services.** Sprint will notify Customer when the Services are installed, tested and available. Following Sprint’s notification, Customer will have 5 business days in which it may reject the Services’ readiness. Customer may only reject a Service that fails to meet the requirements set forth in the Order. In the event Sprint is not notified in writing within the 5 business days, Service is considered accepted by Customer.
- 3.3 Rejection of Orders.** Sprint may reject Orders, if Customer does not meet any conditions applicable on Customer mentioned in this MSA, in particular, without limitation, as regards his obligations under Sections 6,10 and 17 of this MSA. Sprint will notify Customer of rejected Orders.
- 3.4 Agency.** In countries where Sprint does not hold regulatory authority to provide such Services Customer appoints Sprint as its agent to obtain Services and associated equipment required on Customer’s behalf from authorized providers. Except to perform its duties in accordance with the Order, Sprint will not make any representation or incur any liability for Customer.
- 3.5 Performance.** Sprint’s obligation under this MSA, Order or SLA, extends only to the Sprint network and the Sprint-provided equipment relating to the Services and network (“**Sprint Network**”).
- 3.6 Performance Quality of Service.** Unless stated otherwise in the Order, Sprint will provide the Services in accordance with the relevant International Telecommunication Union Standards. In the event Sprint does not meet the quality of service-parameters stated in this clause 3.6, Customer may be entitled to a warranty and/or liability claim according to the provisions of Austrian civil law, subject to the limitations set forth in this MSA. In order to remedy Services that do not meet the Customer terms of this Agreement, Customer may call the Sprint-support desk. The Customer support desk numbers are:
- |  |                      |
|--|----------------------|
| Customer Support (during regular business hours) | +44 (0) 20 7152 1512 |
| Customer Support (after regular business hours)  | +001 404 649 2596 or |
|  | +001 404 649 402     |
| Customer Support for Managed Network Service     | +001 703 464 2864    |
- 3.7 Services Provided in USA.** Any Services provided by Sprint within the U.S.A. will be governed by the Sprint Domestic Services Addendum “DSA”, which will be signed by both Parties and attached to this MSA. The DSA contains additional terms and conditions for such Services including rates and charges found at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions).

#### **4. CHARGES**

##### **4.1 Orders.**

**A. Pricing and Billing to Customer.** During the term of any Order (“**Order Term**”), Customer will pay Sprint at the prices set forth in the Order or an attached pricing sheet to the Order.

**B. Cancellation.** If a Customer terminates the Order anytime after signature of the Order and prior to **Activation Date** (defined in the Order as the date Services are installed and made available), Customer is liable for actual costs, including any third party charges and prepayments and deposits that Sprint has made on behalf of the Customer incurred by Sprint for the provision of Service.

**C. Other Cancellation.** If Customer terminates an Order prior to the term expiration, Customer will pay early termination charges as set forth in section 14.3 of this MSA. However, no early termination charges accrue in case of a termination by Customer in accordance with Sec 25 (3) Austrian Telecommunications Act 2003.

##### **4.2 Taxes.**

**A. Taxes Not Included.** Sprint’s rates and charges for Services and Products do not include taxes. Except for Sprint’s income and employment taxes, Customer will pay all applicable taxes and surcharges issued by a taxing or governmental authority imposed on or based upon the provision, sale or use of Services, including but not limited to, sales, use, gross receipts, excise, VAT, transaction, or other national taxes.

**B. Customer Withholding Taxes.** If Customer's jurisdiction requires Customer to deduct or withhold separate taxes from any amount due to Sprint, Customer must notify Sprint in writing and provide a copy of such withholding certificate. Sprint will reissue the invoice to reflect the increase to the gross amount due from Customer so that, after Customer's deduction or withholding for taxes, the net amount paid to Sprint will not be less than the amount Sprint would have received but for the deduction or withholding.

**4.3 Minimum Annual Commitment.** If a minimum revenue or service commitments ("MAC") is required for the purchase of some Products and Services, it will be set forth in an Order and mutually agreed by the Parties.

## **5. BILLING AND PAYMENT**

**5.1 Commencement of Invoicing.** Unless otherwise specified in this MSA, Sprint will begin invoicing Customer in full for non-recurring and recurring charges on the later of:

- A. the date the Products or Services are installed and made available or;
- B. the delivery date specified in the Order.

**5.2 Delays.** If Sprint cannot deliver the Product or Service by the earlier of the Activation Date or the date specified in the Order, due to a Customer-caused delay, Sprint will bill Customer as of the delivery date specified in the Order.

**5.3 Payment Date.** Customer will pay Sprint's invoices in full in the currency in which the invoice is presented within 30 days from the date of invoice ("**Due Date**"). If Customer fails to make such payment within 14 days of receiving Sprint's written notice of nonpayment including a reference to an imminent suspension or termination of the Products or Services in case of nonpayment within a period of grace of 14 days, Sprint may suspend or terminate the Products or Services. Customer may not offset disputed amounts from one invoice against payments due on another account.

**5.4 Interest Charges.** If Customer fails to pay charges for Services when due, Sprint will charge Customer interest on those charges equal to 1½ % per month of the outstanding balance or the maximum rate allowed by law.

**5.5 Disputed Invoices.** If Customer disputes a charge in good faith, it may withhold payment of that charge so long as Customer: (a) makes timely payment of all undisputed charges; and (b) within 30 days of the Due Date, provides Sprint with a written explanation of the reasons for Customer's dispute of the charge. Customer must cooperate with Sprint to promptly resolve any disputed charge. Upon receipt of the written explanation by Customer, Sprint will examine Customer's claim and either confirm the correctness of the invoice, or change the invoice according to Customer's statement, and will notify Customer of the result of its investigation. If Sprint confirms the correctness of the invoice, Sprint will notify Customer and, within 5 business days of receiving notice, Customer must pay the charge. Customer has the right to apply for a dispute resolution procedure before the Austrian regulator RTR GmbH pursuant to Articles 71 and 122 of the Austrian Telecommunications Act 2003. In the event of such application of Customer for a dispute resolution procedure, the Due Date shall be suspended. Sprint has the right to immediately request payment of an amount equal to the average of the three previous invoices, in accordance with Article 71 para 2 Telecommunications Act 2003. If the correctness of the invoice is eventually confirmed, Customer will pay to Sprint interest, as specified in Section 5.4 of this MSA, from the original Due Date of the invoice. In the event an error of the invoice to the detriment of Customer is eventually confirmed, but the correct invoice amount cannot be determined, Sprint has the right to request payment of an amount equal to the average of the three previous invoices in accordance with Article 71 para 4 Telecommunications Act 2003.

**5.6 Currency.** If Sprint issues an invoice in local currency the charges will be based on the U.S. Dollar amount set forth in the Order, and the local currency charges in the invoice will be calculated in accordance with the applicable country's currency exchange rate to the U.S. Dollars. Unless otherwise provided by local law, the currency exchange rate applied by Sprint will be Bank of America's average currency exchange rate for the month the Order was signed. Customer will pay the same currency as that of the invoice.

**5.7 Collection From End Users.** If Customer resells Services to any third party end user, Customer must pay its invoice to Sprint in full and may not deduct from its Sprint invoice any amounts that it cannot collect from such end users.

**6. CREDIT APPROVAL.** Sprint's provision of Products and Services is subject to credit approval of Customer, and Sprint may require a deposit or other form of security during the credit approval process. Additionally, if during the term of this MSA or Order Customer's financial circumstance or payment history becomes reasonably unacceptable to Sprint, Sprint may require adequate assurance of future payment, including a deposit or additional deposit, advance payment or other form of security. Sprint may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse. Customer may withdraw his consent to the provision and use of such data to third parties at any time in accordance with Sec 96 (2) Austrian Telecommunications Act 2003.

**7. WARRANTIES. TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS, AND THEN ONLY TO THE EXTENT, EXPRESSLY PROVIDED IN THIS MSA OR THE APPLICABLE SLA, PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND SPRINT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE.**

**8. EQUIPMENT AND SOFTWARE.**

**8.1 Equipment or Software Not Provided by Sprint.** Except as provided in a SLA, Sprint's obligations under this MSA and Order extend only to Sprint's Network and Sprint-provided equipment.

**8.2 Software License.**

**A. Licensing Requirements.** Where software is provided with the Product or Services, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software. Software licensing terms and conditions of Sprint's software vendors are posted to [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions).

**B. Prohibitions.** Except as provided under the applicable licensing terms and conditions, Customer, as licensee, is not granted any rights to:

1. use the software on behalf of third parties or for time share or service bureau activities;
2. any source code, and agrees not to reverse engineer, decompile, modify, enhance, or copy Sprint-provided software, or prepare any derivative works from such software; or
3. modify the Products or Services, or combine the Products and Services with any other products or services not provided by Sprint.

**C. Breach of Licensing Requirements.** Customer will indemnify, defend and hold Sprint harmless from and against any third party claims arising out of Customer's breach of the licensing requirements in this Section 8.2.

**8.3 Title to Software or Equipment.** Sprint retains title and property rights to Sprint-provided software and equipment, whether or not they are embedded in or attached to real or personal property. Upon termination or expiration of this MSA or any Order, Customer will surrender and immediately return the Sprint-provided equipment and software, including all copies, to Sprint, or will provide Sprint access to reclaim such equipment and software.

**9. USE OF NAME, SERVICE MARKS, TRADEMARKS OR TRADE SECRETS.** Neither Party will use nor will have any license to the service marks, logos, trademarks, trade secrets, intellectual property or carrier identification code ("CIC") of the other Party or any of its Affiliated Entities for any purpose including, but not limited to resale of Products or Services or press releases, without the other Party's prior written consent.

**10. CUSTOMER RESPONSIBILITIES**

**10.1 Installation.** In preparation for installation of any equipment, including Customer Premise Equipment (“CPE”), for the Services, Customer will: (a) at its expense, prepare its sites to comply with Sprint’s installation and maintenance specifications; (b) pay Sprint any applicable charges to relocate any installed Services, when such relocation is requested by Customer; (c) install, maintain, and pay for cabling that connects the Service to equipment that is not provided by Sprint; (d) maintain the Customer-provided equipment space and associated facilities, conduits and rights-of-way as safe places to work, and insure such facilities against fire, theft vandalism and other casualty; (e) ensure that the use of the Customer-provided equipment space and associated facilities, conduits and right-of-way comply with all applicable laws, rules and regulations, as well as any existing leases and other contractual agreements or right of others; and (f) be responsible for all damages to Sprint-provided equipment located on Customer’s premises, excluding reasonable wear and tear and damages caused by Sprint.

**10.2 Use of Products and Services.**

**A. Abuse and Fraud.** Customer will not: (a) use Products or Services for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted access, alteration, abuse or destruction of information; or (b) use Products or Services in such a manner that causes interference with Sprint’s or another’s use of the Sprint network. Customer will promptly cooperate with Sprint to prevent unauthorized access by third parties of the Products and Services via Customer’s facilities.

**B. Resale of Services.** If Customer resells the Services to any end-user, Customer:

1. Must maintain all relevant licenses, authorizations, permits as required by law, including any reporting regulation.
2. May not deduct from its Sprint invoice any amounts that it cannot collect from such end users for any reasons.

**11. CONFIDENTIAL INFORMATION**

**11.1** Neither Party will disclose any confidential information received from the other Party, or otherwise discovered by the receiving Party, to any third party, except as expressly permitted in this MSA. This obligation will continue until two years after this MSA terminates. Confidential information includes, but is not limited to, pricing and terms of the MSA, and information relating to the disclosing Party’s technology, business affairs, and marketing or sales plans (collectively the “Confidential Information”). Each Party may disclose Confidential Information to its subsidiaries, affiliates, agents and consultants with a need to know, including, but not limited to tax and financial advisors, if they are not competitors of the disclosing Party and are subject to a confidentiality agreement at least as protective of the disclosing Party’s right as this provision.

**11.2** The recipient of Confidential Information does not have an obligation to protect Confidential Information that is: (a) in the public domain through no fault of the recipient; (b) within the legitimate possession of the recipient, with no confidentiality obligations to a third party; (c) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure; (d) independently developed by recipient without breaching this MSA; (e) disclosed with the prior written consent of the disclosing Party, or (f) is required to be disclosed by law, court or government order.

**11.3 Data Protection.**

Any personal information (information that identifies an individual, such as name, address, telephone number, e-mail address, etc.) provided by Customer or its employees, contractors or agents to Sprint in connection with this MSA (“Personal Information”) will be treated in accordance with applicable data privacy laws.

Sprint will implement technical and organizational measures to reasonably protect the Personal Information against unauthorized disclosure, use or loss.

Sprint will only process the Personal Information in order to carry out its obligations under this MSA, to facilitate communications with the Customer and to inform Customer about its products and services.

Customer may withdraw its consent for Sprint to use Personal Information to inform Customer about its products and services by providing written notice to Sprint. Such processing of Personal Information may involve its transfer to Sprint or a Sprint affiliated entity in the United States of America or other international location, and/or its storage in a database in such locations.

Customer agrees and consents, for itself and on behalf of its employees, contractors and agents, that any Personal Information provided to Sprint in connection with this MSA may be used, processed, transferred or stored as set forth in this section. Personal Information will be deleted from Sprint's records within 6 months of the expiration or termination of this MSA.

## **12. LIMITATION OF LIABILITY**

- 12.1 Direct Damages.** Each Party's maximum liability for damages caused by its failure(s) to perform its obligations under this MSA is limited to: (a) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the Party's negligent or willful misconduct; or (b) proven direct damages for all other claims arising out of this MSA, not to exceed in the aggregate, in any 12 month period, an amount equal to Customer's total net payments over the last six months for the affected Products and Services.. Customer's payment obligations, liability for early termination charges, and the Parties' indemnification obligations under this MSA are excluded from this provision.
- 12.2 Consequential Damages. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.**
- 12.3 Unauthorized Access.** Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by Sprint's negligence or willful misconduct, Sprint is not responsible for unauthorized access to Customer's transmission facilities or Customer premise equipment by individuals or entities, or for unauthorized access to, or alteration, theft, or destruction of Customer's data files, programs or other information through accident, wrongful means or any other cause.
- 12.4 Liability for Content.** Sprint is not responsible for the content of any information transmitted by, accessed, or received through Sprint's provision of the Services.

## **13. INDEMNIFICATION**

- 13.1 Third Party Claims.** Each Party will indemnify and defend the other Party, its directors, officers, employees, agents and their successors from and against all third Party claims for damages, losses, or liabilities, including reasonable attorney's fees, arising directly from performance of this MSA and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying Party or its subcontractors, directors, officers, employees or authorized agents.
- 13.2 Permits, Licenses or Consents.** Customer will indemnify and defend Sprint, Sprint's officers, directors, agents and employees and their successors, against all damages, claims, liabilities or expenses, including reasonable attorneys' fees, arising out of or resulting in any way from Customer's failure to obtain required permits, licenses, or consents (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business.
- 13.3 Transmission Over the Sprint Network.** Customer will indemnify and defend Sprint from and against all loss, liability, damage and expense, including attorney's fees, resulting from any third party claims alleged to arise in any way from information, data, or messages transmitted over the Sprint network by Customer, or Customer's own customers or agents, including, but not limited to: (a) claims for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (b) claims for infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; and

(c) claims based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content.

## 14. TERMINATION

### 14.1 Sprint's Right to Terminate.

- A. Sprint may immediately suspend or terminate the provision of Products or Services or this MSA if:
1. Customer fails to cure its default of the payment terms in Section 5.; or
  2. Customer fails to cure any other material breach of this MSA or Order within 30 days after receiving Sprint's written notice; or
  3. Customer provides false or deceptive information establishing, using or paying for Services or Customer engages in false, deceptive, fraudulent, or harassing activities when establishing, using or paying for Services; or
  4. Customer fails to comply with applicable laws or regulations and Customer's noncompliance prevents Sprint's performance under this MSA; or
  5. ordered by any administrative authority.
- B. If Sprint terminates this MSA or an Order under Section 14.1, Customer will be liable for the payment for Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable early termination or shortfall liabilities.

### 14.2 Customer Right to Terminate

- A. **Material Failure.** If Sprint materially fails to provide Products or Services, Customer may terminate the affected Products or Services without early termination liability if Customer provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice. If Sprint fails to cure, then Customer may terminate the affected Products or Services effective 30 days after Sprint's receipt of Customer's written notice to terminate. Sprint's material failure does not include a failure caused by circumstances not within Sprint's sole control, including, but not limited to, a failure caused by a third party access provider, Customer-provided software or equipment, or Customer.
- B. **Termination for Convenience.** Customer may not terminate this MSA or an Order during the Term unless it pays all early termination fees as set forth in Section 14.3. No early termination charges accrue in case of terminations in accordance with Sec 25 (3) Austrian Telecommunications Act 2003.

### 14.3 Order Term Termination Liability.

- A. **Calculation of Early Termination Liability.** Certain Products and Services may be priced based on a minimum Order term, which may be identified as an "Order Term", "Access Term Plan", or similar language. If Customer terminates an Order in whole or in part, before expiration of the Order Term (unless due to Sprint's material failure), then Customer will pay the following early termination charges, which represent Sprints' reasonable liquidated damages and not a penalty:
1. A lump sum equal to: (a) 100% of the applicable monthly charges, multiplied by the number of months remaining in the first year of the initial term, plus (b) 50% of the monthly charges, multiplied by the number of months remaining in the initial term after the first year, and (c) a pro rata amount, based on the number of months remaining in the minimum Order Term of any waived installation charges; and
  2. Any liabilities imposed on Sprint by third parties, such as local exchange carriers or PTTs, as a result of Customer's early termination, that are not already contained in the monthly charges.
  3. A pro rata portion of any credits issued or charges waived, based upon the number of months remaining in the Order Term at the time of termination.
- B. **Waiver of Order Term Liabilities.** Upon prior approval of Sprint in writing, Customer will not be liable for the termination charges in Section 14.3 A, if Customer orders another Service of the same or greater

monthly price with an Order Term no less than the remaining months in the initial Order Term (or one year, whichever is greater) at the same time Customer provides Sprint with the termination notice. Such approval will be in Sprint's reasonable discretion and based upon financial and other business considerations.

15. **FORCE MAJEURE**. Neither Party will be responsible for any delay, interruption or other failure, other than Customer's payment obligations, to perform under this MSA due to acts beyond the control of the responsible Party. Force majeure events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain equipment or services from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosion and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond the reasonable control of a Party.
16. **SPRINT INTERNATIONAL SIP TRUNKING SERVICE.**
  - A. **Required Sprint Products and Services.** In order to use Sprint International SIP Trunking Service ("**ISIP Trunking**"), Customer must acquire Sprint Global MPLS, whether through this Agreement or a separate contract, for all on-net locations. Each voice trunk is a single simultaneous voice connection between the Customer designated demarcation device and the Public Switched Telephone Network ("**ISIP Trunk**"). All local, national and international voice traffic associated with a Sprint telephone number must be carried by ISIP Trunking.
  - B. **Additional Terms.** Customer must comply with the Sprint ISIP Trunking Service Product Annex, attached.
  - C. **Term.** The minimum Order Term for all of the ISIP Trunks in Customer's initial order is 24 months. ISIP Trunks ordered after the initial order will be coterminous with the initial Order Term. At the end of the Term, the Service will continue on a month-to-month basis until either party provides 60 days' advance written notice to terminate. Minimum initial order is 24 ISIP Trunks.
    1. **Start of Term.** When Customer places an Order for ISIP Trunking, there will be a Pre-Implementation Period followed by an Implementation Period, as set forth in the Sprint ISIP Trunking Service Product Annex. The Term begins after the Implementation Period ends.
  - D. **ISIP Trunking Charges**
    1. **ISIP Trunk.** Sprint will charge Customer a monthly recurring charge ("**MRC**") for each ISIP Trunk as set out in the ISIP Trunking Service Charges Table below. The ISIP Trunk charge covers all on-net and standard inbound voice traffic. ISIP Trunk charges do not include any inbound Toll Free traffic.
    2. **ISIP Country Management Fee.** Sprint will charge Customer a Country Management Fee for each country they are enabling service that will incur inbound or outbound usage as set out in the ISIP Trunking Service Charges table below. This is a single MRC and NRC per country regardless of the number of Customer sites or Telephone Numbers contained within the country.
    3. **Other ISIP Trunking Service Charges.** In addition to the ISIP Trunk Charge and Country Management Fees, Customer will incur service charges for new and ported Telephone Numbers, Toll Free Routing Manager and Toll Free Reporting as set out in the ISIP Trunking Service Charges table below.
    4. **ISIP Outbound Offnet Usage – In region Countries.** Sprint will charge Customer a per minute rate ("**MOU**") for off-net traffic as set out in the ISIP Trunking Outbound Offnet Usage Charges Table below. The per minute rate covers local, national and international traffic. The charges are based on the Country where the offnet traffic terminates. The usage rates apply to all offnet outbound traffic originating from the 12 Western European "In Region" countries outlined in the ISIP Product Annex.
    5. **ISIP Outbound Offnet Usage – Rest of World ("**ROW**").** For Outbound International traffic originating in In-Region Countries and terminating to "non In-Region Countries" (aka ROW), rates can be found at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions). ROW includes traffic terminating to the United States.
    6. **ISIP Toll Free Inbound Usage.** Sprint will charge Customer a per minute rate for inbound Toll Free traffic as set out in the ISIP Toll Free Usage Charges Table below. The per minute rate will be based on the country of origin as well as whether the call originates from a Landline, Mobile or Payphone.
    7. **ISIP Trunking Pricing Tables (in USD)**



To Be Determined

**8. Moves, Changes, Disconnects and Expedite Charges**

To Be Determined

**9. Non-Geographic Charges** are a special category of usage that is made up of different call types. Many of these call types are free of charge (calls to Emergency Services or in country Toll Free numbers for example) and as such will not have any charges to the Customer. Other call types can include Directory Assistance, Short Code Services, Announcement Services, Internet Dial Services, Shared Cost & Premium Cost calls, Televoting & other Interactive Services. As many of these call types are Regulated & others change frequently, Sprint cannot include these rates in the customer contract. Therefore when such charges appear they will be passed through to our Customer after foreign exchange rate conversions. Sprint will provide Customer with the ability to block the above referenced services (to the extent they are subject to a charge) to prevent non-geographic charges on a number per number basis at no cost to Customer.

**E. Call Detail Record (CDR).** The Customer hereby declares that he has informed, and will inform, all other existing or future co-users of the ISIP-Trunking that the called subscriber numbers or other information identifying the recipient of a communication (with the exception of calls to emergency services as well as other calls not subject to billing) will be shown in total on the CDR.

**F. Letter of Agency and Letter of Authorization.** If applicable (generally if Customer is porting telephone numbers), Customer must sign and return a "Letter of Agency" and a "Letter of Authorization" before Sprint can begin providing ISIP Trunking.

**G. Evaluation Period.** One time only per customer, Customer can choose to evaluate up to 20 ISIP Trunks with up to 40 new telephone numbers in the UK, Germany & France. The customer can evaluate service over the course of 60 days from the date the evaluation ISIP Trunks are implemented and accepted ("**Evaluation Period**"). Customer will pay for all NRC, MRC & Usage charges associated with their ordered service. Customer must notify its Sprint account team in writing that it wants to evaluate the ISIP Trunking prior to signing the Agreement. Prior to the expiration of the Evaluation Period, the Customer will:

1. Continue deploying the full implementation of ISIP Trunking. Sprint will bill Customer for ISIP Trunking services per their contract; or
2. Provide written notice to Sprint in the form of an accepted Disconnect Order prior to the expiration of the Evaluation Period that Customer wants to stop receiving ISIP Trunking. Sprint will then disconnect ISIP Trunking service without charging the customer disconnect penalties.

**17. ORDER OF PRECEDENCE.** If there is a conflict between or among the documents, the order of precedence will be: (a) this MSA, (b) the Order, (c) applicable SLA, (d) the applicable product specific terms and conditions, and (e) the applicable DSA. Separately negotiated, or added terms, conditions and pricing, will control over standardized or non-negotiated terms, conditions and pricing, or tariff provisions.

**18. COMPLIANCE WITH LAW.**

**A.** In performing the obligations of this MSA, Parties will comply with all applicable national and local laws, rules and regulations relating to: (a) the export of goods, technology and services, (b) U.S. government sanctions programs, (c) foreign boycotts, (d) money laundering, and (e) the bribery of foreign officials (Foreign Corrupt Practices Act or Art 307 Austrian Penal Code, resp.). To the extent that applicable foreign laws conflict with applicable U.S. laws, Customer shall immediately notify Sprint and shall give preference to and abide by the applicable U.S. laws until notified otherwise in writing by Sprint.

**B.** Customer represents and warrants that neither it, nor any of its principals, owners, officers, or directors, is or will become during the term of this MSA a person that appears on any US government list of

restricted or sanctioned parties, or other parties with which the US government prohibits Sprint from doing business.

- C. Each Party will obtain and continue to obtain, during the term of this MSA, approvals, consents, governmental authorizations, licenses and permits as may be required to perform its obligations under this MSA and any Order.

19. **INDEPENDENT CONTRACTOR.** Sprint provides Products and Services as an independent contractor under this MSA. The Parties' relationship and this MSA will not constitute or create an association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.
20. **GOVERNMENT REGULATION.** Each Party will obtain and continue to obtain, during the term of this MSA, approvals, consents, governmental authorizations, licenses and permits as may be required to perform its obligations under this MSA and any Order.
21. **NO THIRD PARTY BENEFICIARIES.** The benefits of this MSA do not extend to any third Party.
22. **GOVERNING LAW.** The terms and conditions of this MSA will be governed by the laws of Austria. Where applicable, the English version of the terms and conditions of this MSA will prevail over any foreign language versions.
23. **DISPUTE RESOLUTION.** Any controversy or dispute arising out of or related to the Services or these terms and conditions in this MSA that cannot be amicably resolved will be settled in arbitration. All arbitration proceedings will be conducted in the English language pursuant to Rules of the International Chamber of Commerce ("ICC") and will be governed by the laws of Austria. The place of the arbitration will be Vienna, Austria.  
Notwithstanding the preceding paragraph, either Party may call upon the Austrian regulator RTR GmbH for the initiation of alternative dispute resolution proceedings according to section 122 of the Austrian Telecommunications Act 2003. Such proceedings may be initiated relating to disputes over the quality of service, disputes over invoicing and payment or regarding an alleged violation of the Telecommunications Act 2003. In the course of such proceedings, Sprint is obliged to reasonably participate and submit appropriate information and documentation relating to the dispute. The regulator will procure an amicable settlement of the dispute, or will communicate its opinion on the matter to the Parties.
24. **ASSIGNMENT.** Neither Party may assign any rights or obligations under an Order or this MSA without the other Party's prior written consent, except that either Party may assign its rights and obligations under an Order or this MSA, after prior written notice, and no consent, to a parent company, controlled affiliate, or affiliate under common control.
25. **AMENDMENTS.** This MSA may only be amended in a writing signed by both Parties' authorized representatives.
26. **NOTICES.** Any notice required under this MSA or Order must be submitted in writing and delivered by hand, pre-paid registered mail, facsimile or electronic mail, to the following:  
  
For Sprint: Sprint International Austria GmbH      For Customer:  
                  Wien Borsehaus  
                  Schottenring 16  
                  1010 Vienna, Austria
27. **ENTIRE AGREEMENT.** This MSA, including any attachments, constitutes the entire understanding between the Parties relating to its subject matter and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter in this MSA.

IN WITNESS WHEREOF, the Parties hereto have executed this MSA as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Sprint International Austria GmbH**

**[Customer]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*This MSA is not binding on Sprint until signed above by a duly authorized representative of Sprint.*



## SPRINT European ISIP TRUNKING SERVICE PRODUCT ANNEX

The following terms and conditions in this Sprint European ISIP Trunking Service Product Annex (“**Annex**”), together with the applicable Sprint service agreement (“**Agreement**”), govern Sprint’s provision and Customer’s use of Sprint European ISIP Trunking Service. “**Service**” as used in this Annex will mean and refer to Sprint European ISIP Trunking Service. Capitalized terms not otherwise defined in this Annex have the meaning defined in the service agreement.

1. **SPRINT ISIP TRUNKING SERVICE.** This fixed Service provides Customer with the ability to aggregate its inbound and outbound voice traffic over Sprint’s MPLS network. This is accomplished by providing Customer with the ability to order virtual VoIP trunks that carry local, national & international voice traffic to multiple destinations (“**ISIP Trunks**”). The Service covers customers with sites in the 12 Western European countries of: Austria, Belgium, Denmark, France, Germany, Ireland, Italy (when available), Netherlands, Spain, Sweden, Switzerland and the United Kingdom. For standard outbound calls usage charges will apply based on call destination. For Toll Free customers inbound calls will generate usage charges based upon call origination type.
2. **TERM.** The minimum Order Term for all of the ISIP Trunks in Customer’s initial order is 24 months. ISIP Trunks ordered after the initial order will be coterminous with the initial Order Term. At the end of the Term, the Service will continue on a month-to-month basis at the Agreement’s contract rates, terms and conditions, until either party provides 60 days’ advance written notice to terminate.
  - 2.1 **Pre-Implementation Period.** After Customer places an Order, Customer and Sprint will work together to create a plan for implementing the Service (“**Pre-Implementation Period**”). The parties will create a statement of work, which will include (a) an implementation plan and (b) technical network design plan (“**Customer Statement of Work**”). The Pre-Implementation Period will end on the day the last party signs the Customer Statement of Work.
  - 2.2 **Implementation Period.** After the Pre-Implementation Period, Sprint and Customer will begin implementing the Service (“**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 with Sprint to meet full implementation requirements to deploy the full-scale Service commencing on the date Customer signed the Customer Statement of Work with the target completion of the Customer Commit Date (CCD). Implementation will be based on the Customer Statement of Work developed in the Pre-Implementation Period.
3. **SPRINT RESPONSIBILITIES**
  - 3.1 **Pre-Implementation Period.** Sprint will:
    - A. Provide project management, including coordinating with Customer on fulfillment of Customer’s responsibilities, as set forth below and—with Customer’s prior written approval—create and manage the Customer Statement of Work and all project plans.
    - B. Training on any and all routing and reporting tools.
    - C. Pre-qualify Customer telephone numbers and locations for verification that Service is available at the locations including confirmation of Local Number Portability. Customer shall already have been notified of any telephone numbers that could not be ported and arrangements made for ordering of new Telephone Numbers.
    - D. Provide Customer a technical network design, which will be part of the Customer Statement of Work. Sprint and Customer will agree to the Customer Statement of Work before Sprint begins implementing the Service.
  - 3.2 **Implementation Period.** Sprint will:
    - A. Use commercially reasonable efforts to comply with Customer requests related to portability of existing local telephone numbers. Sprint cannot guarantee local number portability in all locations due to geographic limitations on the availability of the Service as described previously.
    - B. At Customer’s expense, install a Sprint Global MPLS to the demarcation point for each site where Customer has ordered the Service.
    - C. Provide test criteria agreed upon by Sprint and Customer for the Implementation Period and perform testing for final Customer acceptance of Service.
  - 3.3 **Service Assurance.** Sprint will:
    - A. Provide a 24/7/365 Tier 2 Help Desk (via a toll free number) to support the Service. Sprint’s help desk will answer calls from Customer’s telecom manager/designee and address issues within Sprint and its suppliers as needed to resolve the Service-related network specific issues.

- B. Maintain quality of service by performing preventative maintenance and software updates to Sprint's network.
- C. Perform scheduled network maintenance for functions such as hardware and software upgrades and network optimization at times that are anticipated to minimize disruption of Customer's Service. Sprint will use commercially reasonable efforts to provide advance notice of all scheduled maintenance.
- D. Perform Demand Maintenance at its discretion. As used in this Attachment, "**Demand Maintenance**" means maintenance that is required due to unanticipated events or when Service elements are in jeopardy. Due to the nature of Demand Maintenance, prior notification may not be possible; however, Sprint will inform Customer when maintenance is complete.
- E. Work with Customer to resolve the Service-related network issues. In the event that Sprint's resolution of network issues does not resolve Customer's service issues, and all known Sprint network issues are cleared, Sprint will notify Customer that it must resolve any remaining non-Sprint issue to restore service. Sprint may be willing to assist Customer in resolving non-Sprint related issues on a time and materials cost basis per the Customer Trouble Assistance Charges section of the service agreement. Sprint will work all issues to resolution or to Customer's reasonable satisfaction.

#### 4. CUSTOMER RESPONSIBILITIES

##### 4.1 Pre-Implementation Period. Customer will:

- A. Supply Sprint with a complete, accurate list of Customer's telephone numbers and complete address for each site. Sprint will use this list for pre-qualification of the Service. If any Telephone Number is not eligible for Local Number Portability or Emergency Services, then that site will not be eligible for the Service or the customer must obtain new Telephone Numbers.
- B. Block calls outside the scope of the Service through the Customer designated demarcation device.
- C. Identify a single person to be the point of contact who will be the primary interface to the Sprint Program Manager.
- D. Participate in the development and design of the Customer Statement of Work.
- E. Provide Sprint approved Customer designated demarcation device and certified ISIP interface gateway where required for ordering the Service. The requirements for Sprint approved Customer designated demarcation device can be obtained from Customer's Sprint account team and will be contained within the Customer Statement of Work. (If Customer does not satisfy this requirement, Sprint can terminate this Agreement):
- F. Provide Sprint with a single physical location ("**Registered Location**") for each site, consisting of a valid mailing address and any additional premise information required by applicable Emergency Services laws or governmental regulations, for each Customer device connected to the Service. Customer must update the Registered Location when Customer changes the physical location of a Customer device by sending an email to its Sprint account team and to the distribution list provided.
- G. Provide Sprint with a completed Letter of Agency and Letter of Authorization for each country.
- H. Data Protection. Provide notice to end users that ISIP Trunking Services will be provided by Sprint and that personal data, including call detail records, contact information and billing-related records, will be transferred to the United States to fulfill the contractual services. If an end user requests that Sprint provide access to personal data, to correct, delete or suppress personal data, or to opt-out of Sprint's service, Sprint will inform the Customer and refer the end-user to the Customer. Customer will provide direction to Sprint on handling the data and Sprint will follow their direction to the extent permissible by law.

##### 4.2 Implementation Period. Customer will:

- A. Place an order for the minimum number of ISIP Trunks set forth in the Agreement.
- B. Implement each site with a minimum of one new or ported telephone number per site.
- C. Be responsible for providing and maintaining Customer's Sprint-approved Customer designated demarcation device and certified ISIP interface gateway needed for the Service. The demarcation points between Sprint's and Customer's networks will be specified in the Customer Statement of Work.
- D. Participate in testing of the Service during Implementation Period. Customer and Sprint will sign an implementation certificate of customer acceptance after final testing of the Service. If Customer elects not to participate in testing, the Service will be deemed accepted 5 days after installation.
- E. Only originate calls using Sprint telephone numbers across the Service.

- F. Enable “class of service” options on the MPLS to help ensure voice quality.
- G. Instruct Customer’s employees on the limitations of Emergency services when using the Service.

**4.3 Service Assurance.** Customer will:

- A. Be responsible for providing all maintenance, management and monitoring on Customer-owned equipment for the Term of the Agreement.
- B. Provide initial triage and fault isolation within the Customer designated demarcation device and WAN infrastructure prior to contacting Sprint’s designated Tier 2 Help Desk. Customer’s Tier 1 Help Desk will be responsible for communicating all service-affecting outages to Sprint’s Tier 2 Help Desk.

**5. CHANGE MANAGEMENT**

- 5.1 All changes to the Customer Statement of Work must be pre-approved in writing by both parties. Customer-requested changes to an agreed upon implementation schedule may 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 Customer Statement of Work or proceed with the revised implementation schedule, and Sprint will bill the Customer for the additional charges.
- 5.2 Requests for service changes, configuration changes, order cancellations or service 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 service agreement.
- 5.3 Requests for service 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 Service at the move to location will apply. However, the original term that was in effect for each request will remain the same as prior to moving the Service.
- 5.4 Customer’s requests to disconnect ISIP Trunks must be in writing and will result in disconnection charges and/or early order term termination liability if disconnected prior to the end of the contract period. Notwithstanding the requirements under Sec 25 (3) Austrian Telecommunications Act 2003 (“TKG”), Sprint will use commercially reasonable efforts to complete disconnect requests within 60 days of receiving Customer’s complete written request.
  - A. Customer’s disconnection of a ISIP Trunk prior to the end of the initial Order Term will incur the standard disconnect charge stated in the Moves, Changes, Disconnects and Expedite Charges section of the Agreement. Customer may disconnect up to 25% of the highest aggregate number of ISIP Trunks implemented during the Term (e.g., the high-water mark) without incurring early termination penalties.
- 5.5 After completion of the Implementation Period, additional ISIP Trunks will be considered a new implementation, and Sprint will charge Customer in accordance with section 6 (“Charges”) below.
- 5.6 All Sprint-initiated modifications, additions and maintenance to the Service will be made at Sprint’s sole cost and expense, unless otherwise stated in the Agreement. Without Customer’s prior written approval, Sprint will not make any such modifications, additions or maintenance to the Service that will impact Customer’s use of the Service (e.g., changes that require alterations to Customer’s systems, processes, or procedures) or that may require access to Customer sites or may cause Customer to incur any additional cost or expense.
- 5.7 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. To the extent permissible by law, 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.

**6. CHARGES.** Sprint calculates charges for the Service as follows:

**6.1 Monthly Recurring & Install Charges**

- A. **ISIP Trunk Charge.** Sprint will charge Customer an MRC for each ISIP Trunk. Each ISIP Trunk is used to enable a single concurrent call for carrying Customer’s daily traffic and seasonal capabilities. ISIP Trunks do not include any minutes. These charges will be tied to the customer invoice based on the H5s designated during order entry. Customers can choose to have a single H5 be charged for all European Trunks or divide them amongst their countries and offices. This in no way impacts the Pan-Region use of the trunks.
- B. **ISIP Country Management Charge.** Sprint will charge Customer an NRC & MRC for each country they are enabling service that will incur inbound or outbound usage. This is a single NRC & MRC per country

regardless of the number of customer sites or Telephone Numbers contained within the country. Customer will choose a specific billing aggregation point per country to be charged for the Country Management fee. Sprint recommends this to be the same location as the ISIP Trunk charges if dividing Trunk charges by country.

- C. ISIP Telephone Number Charge.** Customers must either port or order new blocks of telephone numbers. Sprint will charge Customer an NRC for each telephone number ordered or ported, as set forth in the service agreement. If Customer requires additional telephone numbers to keep in inventory for future use, Customer can order additional new telephone numbers, and Sprint will charge for the additional numbers as set forth in this Agreement. ISIP TN Charges will be tied to their service location).
- D. ISIP Toll Free Number Charge.** Customers must either port or order new National Toll Free telephone numbers per desired country. Sprint will charge Customer an NRC & an MRC for each telephone number ordered or ported, as set forth in the service agreement. If Customer requires additional telephone numbers, Customer can order additional new telephone numbers, and Sprint will charge for the additional numbers as set forth in this Agreement. ISIP TN Charges will be tied to their service location. These numbers are for Toll Free inbound usage only and cannot make outbound calls.
- E. ISIP Toll Free Routing Manager.** For customers with National Toll Free service in European countries that require the ability to make ongoing modifications to their Toll Free Number routing, an MRC will be applicable as set forth in this Agreement. Customer will designate appropriate service location for charge allocation.
- F. ISIP Expedite Charge.** For Customers who make an Expedite request on a given service order or change and for when that Expedite request is accepted, Customer will be charged an NRC for the associated Expedite as set forth in this Agreement. Appropriate service location is selected based on location of Expedite.
- G. ISIP Change Request Charge.** For customers who submit a Change Request order after the Implementation Period has begun they will be charged an NRC for the Change Request as set forth in the service Agreement. Appropriate service location is selected based on location of Change Request.

**6.2 Usage Charges.** Sprint will charge Customer for Off-Net Call minutes based on their contracted per minute rate.

- A. ISIP Outbound Usage** from ISIP Telephone Numbers will have termination rates to off-net locations based upon the calling destination and their rate card included in the customer contract. Standard telephone numbers have unlimited inbound calling (excluding Toll Free) with no associated charges.
- B. ISIP Inbound Usage** from ISIP Toll Free Telephone Numbers will have per minute rates associated for all inbound call minutes based upon the customer's rate card.
- C. Non-Geographic Charges** are a special category of usage that is made up of different call types. Many of these calls types are free of charge (calls to Emergency Services or in country Toll Free numbers for example) and as such will not have any charges to the Customer. Other call types can include Directory Assistance, Short Code Services, Announcement Services, Internet Dial Services, Shared Cost & Premium Cost calls, Televoting & other Interactive Services. As many of these call types are Regulated & others change frequently, Sprint cannot include these rates in the customer contract. Therefore when such charges appear they will be passed through to our Customer after foreign exchange rate conversions. These call types with charges are expected to be minimal in volume as they are not numbers typically dialed by a business. To further safeguard our customers, Sprint blocks all calls to Premium Rate, Shared Cost, Internet Dial, Televoting, Short Code and Announcement services as part of our standard configuration. Only through special customer request will those call types be allowed from our ISIP Customer locations. Sprint will provide Customer with the ability to block the above referenced services to prevent non-geographic charges on a number per number basis at no cost to Customer.
- D.** Usage charges will be on the customer invoice by service location

**6.3 Termination and Termination Charges.**

- A. Customer's Termination for Convenience.** If Customer terminates this Service for convenience, Sprint will invoice Customer for early order term termination liability equal to: (i) the average cost of Customer's prior 3 months of Service; multiplied by (ii) the number of months remaining in the Term.
- B. Sprint Termination.** In addition to the parties' other termination rights in this Agreement, Sprint may terminate the Service in whole or in part with 60 days' prior written notice if Sprint is unable to secure third-party support for the Service.
- C. Regulatory and Legal Changes.** If any change in applicable law, regulation, rule or order materially affects delivery of the Service, the parties will negotiate appropriate changes to the Attachment. If the parties are unable to reach agreement within 30 days after either party's delivery of written notice to the other requesting renegotiation: (a) Sprint may pass any increased costs relating to delivery of the Service through to Customer and (b) if Sprint does so, Customer may terminate the Service without termination



liability by delivering written notice to Sprint within 90 days of receiving written notice that Sprint will pass along the increased costs and specifying a termination date within thirty (30) days of Customer's notice to Sprint. The changes will not be applied to Customer if Customer terminates Service pursuant to the foregoing sentence.

- 6.4 **Right Sizing Period.** Customer can decrease the number of ISIP Trunks during the first 180 days following the Implementation Period without penalty or paying any disconnect fees provided that Customer does not go below the minimum number of ISIP Trunks it committed to in the Agreement. After this 180 day period, Sprint will charge all disconnect fees and early order term termination liability.
- 6.5 **Letter of Agency and Letter of Authorization.** If applicable (generally if Customer is porting telephone numbers), Customer must sign and return a "Letter of Agency" and a "Letter of Authorization" before Sprint can begin providing ISIP Trunking.
- 6.6 **Evaluation Period.** One time only per customer, Customer can choose to evaluate up to 20 ISIP Trunks with up to 40 new telephone numbers in the UK, Germany & France. The customer can evaluate service over the course of 60 days from the date the evaluation ISIP Trunks are implemented and accepted ("**Evaluation Period**"). Customer will pay for all NRC, MRC & Usage charges associated with their ordered service. Customer must notify its Sprint account team in writing that it wants to evaluate the ISIP Trunking prior to signing the Agreement. PRIOR to the expiration of the Evaluation Period, the Customer will:
  - A. Continue deploying the full implementation of ISIP Trunking. Sprint will bill Customer for ISIP Trunking services per their contract; or
  - B. Provide written notice to Sprint in the form of an accepted Disconnect Order PRIOR to the expiration of the Evaluation Period that Customer wants to stop receiving ISIP Trunking. Sprint will then disconnect ISIP Trunking service without charging the customer disconnect penalties.

## 7. SERVICE LIMITATIONS

- 7.1 **Auto-dialer Systems.** The Service is not designed for use with automated outbound dialing systems. Sprint is not responsible for any interruption or disruption of automated outbound dialing systems connected to the Service by Customer.
- 7.2 **Local Number Portability.** Sprint will use commercially reasonable efforts to comply with Customer requests related to portability of existing local telephone numbers. Sprint cannot guarantee local number portability in all locations.
- 7.3 **Fax & Modem Systems.** The Service is tested to work with the certified vendor's PBX fax capabilities with limitations as recommended by the manufacturer or certification guides. Sprint does not guarantee that all fax and modem manufacturer's systems will work with the Service, and the Service can only support routing on a best effort basis.
- 7.4 **Restricted Call Types.** Sprint will block calls to Premium Rate, Shared Cost, Short Code, Televoting, Internet Dial and Announcement Services telephone numbers as part of our standard configuration to protect our customers. Should a customer require the ability to call these number types, an exception request may be submitted to enable this feature.

## 8. SIP TRUNKING EMERGENCY SERVICES LIMITATIONS

- 8.1 **Emergency Services Limitations.** ISIP Trunking completes telephone calls using Voice over Internet Protocol technology. ISIP is fundamentally different from traditional telephone service and has inherent limitations. ISIP does not support emergency services or other emergency functions in the same manner as traditional wireline services. By signing the Agreement, Customer certifies its awareness of the ISIP limitations.
- 8.2 **End User Affirmative Acknowledgment.** Customer must notify end users of ISIP ("**End Users**") about the Emergency Services limitations of ISIP. Customer must obtain and keep a record of affirmative acknowledgment by every End User, both new and existing, of having received and understood the advisory of the circumstances under which emergency services may not be available, as set forth in this "ISIP Trunking Emergency Services Limitations" section of this Attachment. Customer must retain the affirmative acknowledgment, including after the Agreement terminates or expires. Upon Sprint's request, Customer agrees to produce promptly the acknowledgments.
- 8.3 **Registered Location.** Sprint requires a valid address for all End Users' primary work location addresses ("**Registered Location**") to provide ISIP. The primary mechanism for routing emergency calls to the correct Emergency Service is the Registered Location at the time an emergency call is placed. The routing of calls relies on the Registered Location information when communicating with emergency operators. If the Registered Location has not been updated, is not complete, or is not accurate, the emergency call may route incorrectly.

- 8.4 Relocation of End User.** If Customer uses ISIP with an assigned telephone number in a location other than the Registered Location, emergency calls may not be routed to the appropriate Emergency Service for the end user's current physical location. If an End User's primary work location address changes, Customer must notify Sprint of the change and submit a new Registered Location for that End User. End User must not use ISIP at any location other than the Registered Location. If an End User changes his or her primary work location, in certain circumstances, Sprint may require a new telephone number or Sprint may not be able to provide ISIP to the new location.
- 8.5 Database Updates.** If Customer does not correctly identify the physical location when defining the Registered Location, emergency calls through ISIP may not reach the correct Emergency Service. During initial activation of ISIP and following updates to the Registered Location information, there is a delay before complete and accurate automatic number and location information is provided to the local emergency service operator.
- 8.6 Remote Access.** If Customer uses ISIP with an assigned telephone number outside the Registered Location, via softphone for instance, the Registered Location does not change and therefore will not route to the correct Emergency Service. Users traveling with a softphone are advised to use a Mobile phone to place Emergency calls.
- 8.7 Connection Failures.** ISIP will not be able to make calls if Customer loses its connection to Sprint's network. Due to internet congestion and network design issues, emergency calls placed through ISIP may sometimes produce a busy signal, experience unexpected answering wait times, or take longer to answer than emergency calls placed through traditional telephone networks.
- 8.8 Loss of Electrical Power.** ISIP will not operate if ISIP or other ISIP-enabling equipment has lost electrical power. After a power outage, Customer may need to reset or reconfigure enabling equipment or devices before being able to use ISIP.
- 8.9 Emergency Service Center Limitations.** The service center designated to receive emergency calls for a particular Registered Location through ISIP may not have a system configured for Enhanced emergency services. The service center may not be able to capture or retain CLIs or otherwise determine the phone number, Registered Location, or physical location of the caller.
- 8.10 Limitation of Liability.** Sprint is not liable for any ISIP Trunking outage or other inability of devices to dial Emergency Services, or any other emergency telephone number, or to access an emergency service operator.
- 8.11 Indemnification.** Customer will defend and indemnify Sprint, its officers, directors, employees, Affiliates, agents, and vendors affiliated with ISIP Trunking, from and against all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of Customer or any third party or user of ISIP Trunking relating to the failure or outage of call functionality, including without limitation those related to emergency services dialing.