

SPRINT WIRELESS INTEGRATION PRODUCT ANNEX

The following terms and conditions in this Sprint Wireless Integration Product Annex ("Annex"), together with the applicable Sprint service agreement ("Agreement"), govern Sprint's provision of Sprint Wireless Integration to Customer. Capitalized terms are defined in the Definitions section at the end of this Annex if not otherwise defined in the Agreement. If a conflict exists between the terms and conditions in this Annex and the applicable pricing attachment, the pricing attachment will control.

1. PRODUCT DESCRIPTION

- 1.1 General.** Sprint Wireless Integration extends select features and functionality of Customer's Avaya premise-based PBX ("Avaya Communications Manager") to Customer's Sprint Wireless Integration-enabled Sprint Phones and PowerSource™ Phones ("Wireless Integration Phones"). As set forth more fully in the "Billing" section below, Sprint Wireless Integration allows some voice calls to and from a Wireless Integration Phone to be completed "On-net" providing Customer with discounted pricing. "On-net" calls are calls to or from a Wireless Integration Phone that connect to an enterprise desk phone on Customer's existing Avaya Communications Manager, or to another Wireless Integration Phone within Customer's enterprise. Sprint Wireless Integration also allows Customer to place and receive voice calls to and from locations outside of Customer's enterprise PBX service-enabled locations ("Off-net") at standard Sprint pricing.
- 1.2 Integrated Features.** Sprint Wireless Integration includes the following features:
- A. One Phone Number.** With Sprint Wireless Integration, calls to a user's enterprise desk phone number (the "Wireless Integration Phone Number") will ring simultaneously to the user's Wireless Integration Phone if Customer selects the simultaneous ring option.
 - B. One Integrated Voicemail System.** Customer may use one voicemail system based on Customer's enterprise voicemail system for managing calls that ring to Customer's Wireless Integration Phone Numbers or to Customer's Wireless Integration Phones. Sprint voicemail is disabled on Wireless Integration Phones. Voicemail messages left on a Wireless Integration Phone or an enterprise desk phone are routed to Customer's voicemail system. Sprint does not provide voicemail with Sprint Wireless Integration.
 - C. Call Transferring.** Users of Wireless Integration Phones may transfer live calls seamlessly to their associated enterprise desk phones by dialing a Feature Name Extension ("FNE") code (typically a 4 or 5 digit code).
- 1.3 PBX Features.** Sprint Wireless Integration includes the following PBX Features:
- A. Abbreviated Dialing.** Customer may use abbreviated dialing directly from a Wireless Integration Phone to contact another individual on Customer's Avaya Communications Manager or another Wireless Integration Phone within Customer's enterprise. Abbreviated dialing typically uses the same dial pattern as abbreviated calls dialed from Customer's Avaya Communications Manager (i.e., 4, 5, 6, 7 or 8 digits).
 - B. Additional PBX Features.** With Sprint Wireless Integration, the following Avaya Communications Manager features and functionality are extended to Customer's Wireless Integration Phones by dialing an FNE code from the Wireless Integration Phone:
 - (1) Mid-Call Transfer (Active Appearance Select)
 - (2) Call Forward All
 - (3) Call Forward Busy/No Answer
 - (4) Call Forward Cancel
 - (5) Call Park
 - (6) Call Pick-Up
 - (7) Conference on Answer
 - (8) Drop Last Added Party
 - (9) Send All Calls
 - (10) Send All Calls Cancel
 - (11) Transfer on Hang-up
 - (12) Transfer to Voicemail
 - C. Enterprise Desk Phones.** Customer may eliminate enterprise desk phones and still have Avaya Communications Manager functionality from Customer's Wireless Integration Phones, such as Call Conferencing, and Call Forwarding.

2. CUSTOMER RESPONSIBILITIES

2.1 Equipment.

A. Avaya Equipment. In order to receive the benefits of Sprint Wireless Integration, Customer must work with Sprint and Avaya Professional Services teams to install and configure the following required equipment:

(1) Customer Premise Based Equipment

- (a) An Avaya Communications Manager (v3.0 or higher) that is Sprint-qualified to operate with Sprint Wireless Integration. Customer's Sprint Account team can provide qualification information prior to Customer placing an Order for Sprint Wireless Integration;
- (b) An Avaya G700 Media Gateway; and
- (c) An ISDN connection (cable) from Customer's Avaya Communications Manager to the Avaya G700 Media Gateway.

(2) Equipment in the Sprint Data Center

- (a) One Avaya G650 Media Gateway in the Sprint Data Center; and
- (b) One Avaya S8700 Application Server or similar equipment in the Sprint Data Center.

B. Wiring and Cabling. Customer's local area network (LAN) must be compatible with Sprint Wireless Integration. Customer is solely responsible for all inside wiring, LAN switches or routers, and devices used in connection with Sprint Wireless Integration.

C. Sprint Wireless Integration-Enabling Equipment. Sprint will advise Customer on specific devices and models of equipment approved for use with Sprint Wireless Integration based on Customer's chosen features. Sprint sells equipment under the terms of the Sprint Equipment Sales Product Annex as posted at www.sprint.com/ratesandconditions. If Customer does not wish to purchase enabling equipment, Sprint will suggest third-party financing options.

2.2 Data Access and Virtual Local Area Network (VLAN). In order to use Sprint Wireless Integration, Customer must purchase either Sprint Dedicated Internet Access or Sprint Global MPLS Service. Pricing for these Services is not included the monthly recurring charge for Sprint Wireless Integration. Sprint will accommodate the appropriate endpoint mapping for the integration of the Wireless Integration Phones with Customer's Avaya Communications Manager.

2.3 Addressing. Customer must supply the Media Access Control addresses of the session initialization protocol (SIP) phones in service. Customer also must supply public IP addresses for each gateway device. If a Customer-managed router is placed in front of the Sprint managed SIP proxy device, Customer must point the Simple Network Management Protocol (SNMP) community string of that router to a Sprint-provided IP address to enable Sprint Managed Network Services functionality for the SIP proxy device. Customer-managed routers must enable "quality of service" to prioritize voice traffic throughput.

2.4 Media Gateway Location. Customer must provide Sprint with the location for each Sprint Wireless Integration customer premise-based media gateway ("Media Gateway Location"). The Media Gateway Location must consist of a valid, verifiable street address and additional premises information. Customer must update the Media Gateway Location with Sprint whenever Customer changes the physical location of a Sprint Wireless Integration customer premise-based media gateway.

2.5 Help Desk. Customer must direct all support calls to Customer's internal helpdesk or telecom manager for triage. Sprint may refuse support calls from persons other than Customer's designated network administrators.

3. SPRINT RESPONSIBILITIES

3.1 Implementation. Sprint's implementation processes include:

A. Hosted Network Assessment. Sprint will perform a hosted network assessment of Customer's existing network and equipment and develop a design statement prior to installation.

B. Radio Frequency Assessment. Sprint will perform a Radio Frequency ("RF") assessment prior to installation to ensure that Customer's location has adequate RF coverage to utilize Sprint Wireless Integration.

C. Wireline and Wireless Set Up and Call through Testing. Sprint will set up the appropriate software and hardware configurable parameters at the point of the Customer enterprise where Sprint Wireless Integration has been installed and the infrastructure completed, and will provide functional testing to confirm the Service delivery aspects of Sprint Wireless Integration.

D. Training Materials. Sprint will offer Customer training through a web-based, self-directed course. Sprint will make user guides available via web download.

3.2 Standard Service Obligations. Sprint will support voice communications among Customer's On-net locations as well as the phone-based features (e.g., Avaya Communications Manager FNE/FAC codes) and web-based administrative features (e.g., separately purchased EVDO service) selected by Customer. If Customer purchases Off-net calling options from Sprint, such as International VPN, Toll Free VPN or Conferencing Service (where available), Sprint will support voice communications. Sprint will offer Directory Assistance, Call Completion, Operator Assistance, operator assisted Person to Person calling, and basic Directory Listing services.

3.3 Service Maintenance. In order to maintain the quality of Sprint Wireless Integration, Sprint will perform preventative maintenance and software updates to the network.

A. "Scheduled Maintenance" is performed for functions such as hardware and software upgrades and network optimization. Sprint will perform Scheduled Maintenance at times that are anticipated to minimize disruption of Customer's service and activity. Sprint will use commercially reasonable efforts to provide advance notice of all Scheduled Maintenance.

B. "Demand Maintenance" may occur as a result of unexpected events and is performed when Sprint Wireless Integration elements are in jeopardy. Sprint will perform Demand Maintenance at its discretion. Due to the nature of Demand Maintenance, prior notification may not be possible; however, Sprint will inform Customer when maintenance is complete.

3.4 Customer Support. Sprint will provide the following Customer support in connection with Sprint Wireless Integration:

A. Tier 1 Help Desk support;

B. Logging of the enterprise trouble ticket;

C. Basic troubleshooting;

D. Escalation with Sprint's vendors, if required; and

E. Fielding features and functionality questions from Customer's telecom managers.

4. BILLING

4.1. Usage Minutes.

A. "On-Net" Calls. Outbound calls made using Wireless Integration Phones will not incur usage minutes when the dialed phone number is included in Customer's Sprint Wireless Integration dial plan (e.g., calls to another Wireless Integration Phone within Customer's enterprise or to another Customer desk phone with Sprint Wireless Integration). Inbound calls to a Wireless Integration Phone from a phone number that is included in Customer's Sprint Wireless Integration dial plan (e.g., calls from another Wireless Integration Phone within Customer's enterprise, or calls from another Customer desk phone with Sprint Wireless Integration) will not incur usage minutes.

B. "Off-Net" Calls. Outbound calls to a phone number that is not included in Customer's Sprint Wireless Integration dial plan (e.g., calls to a third party) will be billed according to Customer's existing local, long distance, or wireless plan type. Inbound calls from a phone number that is not included in Customer's Sprint Wireless Integration dial plan (e.g., calls from a third party) will be billed according to Customer's existing local, long distance, or wireless plan type.

4.2. International Calls. Domestic originated calls from a Wireless Integration Phone that terminate internationally will not incur usage minutes if they are routed through Customer's Avaya Communications Manager to Customer's International VPN. Customer will still incur international usage charges from Customer's International VPN wireline provider.

5. MINIMUM ORDER TERM; TERMINATION

5.1. Minimum Order Term. The minimum Order Term for Sprint Wireless Integration is 24 months. Customer's requested Order Term must be stated in the Order. The Order Term will begin on the first day of the first billing month after (A) Customer has fulfilled its obligations under Section 2, and (B) Sprint has installed and made available to Customer Sprint Wireless Integration. At the end of the Order Term, Sprint may continue to provide Sprint Wireless Integration on a month-to-month basis at the same rates and on the terms and conditions and pricing; provided that either party may terminate Sprint Wireless Integration at the end of the Order Term or during the month-to-month continuation period by providing the other party written notice at least 30 days before the effective termination date.

5.2. **Termination.** In addition to other rights of the parties to terminate under the Agreement, Sprint may terminate Sprint Wireless Integration in whole or in part on 30 days' prior written notice if Sprint is unable to secure continued third-party support for Sprint Wireless Integration.

6. DEFINITIONS

- 6.1 **"PowerSource™ Phone"** means a device that provides wireless voice and data Services over the Nationwide Sprint Network (using CDMA technology) and Nextel Direct Connect® Services over the Nextel National Network (using iDEN technology).
- 6.2 **"Nationwide Sprint Network"** means the Sprint-owned or controlled CDMA wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 6.3 **"Nextel National Network"** means the Sprint-owned or controlled iDEN wireless network, including network owned or controlled by Nextel affiliates or partners, used by Sprint to provide Nextel Services.
- 6.4 **"Nextel Services"** means wireless Services provided by Sprint on the Nextel National Network using iDEN technology.
- 6.5 **"Sprint Service Provider Affiliate"** means an entity that has entered into an arrangement with Sprint to construct wireless network coverage, perform operational functions in defined geographic areas, and provide mobile wireless telecommunications products and services under the "Sprint" service marks or any other service marks subsequently used by Sprint.
- 6.6 **"Sprint Phone"** means a wireless device activated on the Nationwide Sprint Network.
- 6.7 **"Sprint Services"** means wireless Services provided by Sprint and authorized Sprint Service Provider Affiliates on the Nationwide Sprint Network using CDMA technology.