

## **SPRINT HOSTED NETWORK ASSESSMENT PRODUCT ANNEX**

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1. The following terms and conditions in this Sprint Hosted Network Assessment (HNA) Product Annex (“Annex”), together with the Sprint Standard Terms and Conditions for Communications Services or Sprint Master or Sprint Custom Services Agreement, as applicable, will govern Sprint’s and Customer’s use of HNA Products and Services as specified in the applicable order or statement of work (“Order”). Sprint may partner with another company to provide some or all of the HNA services.
2. **SCOPE**
  - 2.1. The purpose of the Hosted Network Assessment (HNA) is to validate the readiness of the Customer’s infrastructure to support a Sprint-hosted IP telephony solution where a component of the solution is hosted in a Sprint data center and other components (normally end users) reside on the Customer’s end network.
  - 2.2. The HNA may be performed remotely, on-site, or in combination, depending on the complexity of the Customer’s network.
  - 2.3. The HNA is a valid basis for implementation activities for a Sprint-hosted solution for 90 days unless the Customer makes network-impacting changes between the times the HNA is concluded and Services are installed.
3. **SERVICE DESCRIPTION:** For the HNA, Sprint or its agents will:
  - 3.1. Perform an onsite detailed infrastructure readiness assessment of critical elements required to deploy IP Telephony solution on Customer’s network, including:
    - A. Inject simulated anticipated IP telephony traffic into Customer’s network .
    - B. Install analysis tool in order to monitor traffic’s movement and status.
    - C. Analyze data and compare information to best-practice standards for delay, loss and jitter.
  - 3.2. Produce a detailed infrastructure readiness assessment report, including:
    - A. Validation of Customer’s current infrastructure.
    - B. Results of injecting simulated traffic study with statistics on mean opinion scores, packet delay, loss and jitter.
    - C. Findings and test results for each LAN segment.
    - D. Traffic analysis reports based on all captured data for all segments monitored and injected with simulation of busy hour VoIP calls.
    - E. Results of voice traffic simulation on Customer’s network at projected volumes.
    - F. Summary of behavior and performance of networking devices under current IOS version.
  - 3.3. Outline critical information, including:
    - A. Technical recommendations on deploying IP Telephony solution.
    - B. Technical specifications (for example, setting up VLANs).
    - C. Bandwidth engineering information which can be used by Customer to determine impact of voice on network.
    - D. Recommendations regarding configuration of LAN switches, IP phones and general PBX to optimize performance of IP Telephony solution.
    - E. Design recommendations.
    - F. Vendor-specific configuration suggestions.
4. **CUSTOMER RESPONSIBILITIES**
  - 4.1. Provide a technical contact that will be available to the HNA Consultant throughout the assessment. The technical contact must have understanding of their data network.
  - 4.2. Provide accurate and current topology maps of the existing and new network design. If customer is unable to create a current topology map, Sprint or its agents can provide this service as an additional professional service.
  - 4.3. Complete data configuration survey provided by Sprint or its agents.

- 4.4. Provide estimates of projected busy-hour call averages.
- 4.5. Provide any hardware or software (i.e. additional equipment or software upgrades) needed to optimize the network not provided by Sprint or its agents.
- 4.6. Implement recommendations & remediation tasks regarding IP Telephony readiness testing. Sprint and its agents can perform the necessary tasks for an additional charge.
- 4.7. Plug in the vendor-provided ExperNet™ endpoint(s) at the remote location designated by Sprint or its agents.
- 4.8. Return ExperNet™ endpoint(s) to vendor via the prepaid return shipping package provided within 30 days of completion of the project; failure to do so will result in a charge equal to the amount Sprint is charged by its vendor for each endpoint.

## 5. SPRINT RESPONSIBILITIES

- A. Perform the CIRS as outlined in the Service Description.
- B. Conduct conference calls between Sprint, its agents, and Customer at mutually agreed-upon intervals.
- C. Meet with Customer to review final HNA report.

## 6. WARRANTIES AND REPRESENTATIONS. In addition to other warranties and limitations set forth elsewhere in this and other relevant terms and conditions,

- 6.1. Sprint represents and warrants that it has and shall maintain all rights, licenses and permits necessary and required to provide the HNA Service to Customer.

## 7. TERMINATION

- 7.1. **EQUIPMENT RECOVERY.** Upon termination or expiration of this Agreement, Customer must return all solution components to Sprint within 30 days. Sprint will invoice Customer for any equipment that is not returned in an amount equal to that charged to Sprint by its vendor for such items.

## 8. PRICING INFORMATION

- 8.1. Pricing for the HNA service is dependent on the number of sites and end users projected by the Customer.
- 8.2. Sprint will waive charges for the HNA service (excluding travel and travel-related expenses) if Customer enters into a contract for the Sprint-hosted IP telephony solution for which the HNA was conducted within 90 days of receiving the HNA. Charges for travel and travel-related expenses will be separately invoiced.

## 9. DISCLAIMERS AND LIMITATIONS OF LIABILITY. In addition to other limitations of liability found elsewhere in this annex and other applicable terms and conditions,

- 9.1. **SPRINT SHALL NOT BE HELD LIABLE FOR EVENTS RESULTING FROM ANY OF THE FOLLOWING: (I) NEGLIGENCE, MISUSE, FAULT OR NEGLIGENCE OF CUSTOMER; (II) CUSTOMER'S FAILURE TO FOLLOW GUIDELINES OR REQUESTS FROM SPRINT OR ITS AGENTS NECESSARY FOR COMPLETION OF THE HNA; (III) COMPONENTS THAT HAVE BEEN CHANGED, MODIFIED OR ALTERED IF SUCH CHANGES, MODIFICATIONS OR ALTERATIONS ARE NOT PERFORMED OR DIRECTED BY SPRINT OR ITS AGENTS IN WRITING; (IV) CHANGES TO THE ENVIRONMENT IN WHICH THE SOLUTION COMPONENTS WERE INSTALLED; (V) CUSTOMER'S FAILURE TO FOLLOW THE INSTALLATION, OPERATION OR MAINTENANCE INSTRUCTIONS, INCLUDING CUSTOMER'S FAILURE TO PERMIT TIMELY REMOTE ACCESS TO COMPONENTS; (VI) ACTIONS OF NON-SPRINT PERSONNEL.**