

CODE OF COMMERCIAL PRACTICES

SIHI México, S. de R.L. de C.V.

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1. Code of Commercial Practices

The Code of Commercial Practices of SIHI México, S. de R.L. de C.V. ("**Sprint**") applies to all customers, and is in compliance with the Federal Telecommunications and Broadcasting Law and the Conditions established in Sprint's Resale Authorization IFT/223/UCS/AUT-COM-036/2016 (the "**Authorization**"). The purpose of this Code of Commercial Practices is to provide Sprint's customers with a comprehensive set of information on services provided by Sprint and how customers may interact with Sprint.

2. Company Profile

Sprint is a company incorporated in Mexico with registered office at Sierra Candela 111, Oficina 314, Lomas de Chapultepec, C.P. 11010, Miguel Hidalgo, Mexico City. Sprint is part of the Sprint Corporation group of companies operating throughout North and Latin America, Asia, and Europe. Sprint delivers a range of communication products and services to businesses and telecommunication carriers in Mexico. Sprint does not provide directly services to consumers. Sprint markets its services primarily through sales associates to its business and operator clients in Mexico, the US and internationally.

3. Our Services

Sprint offers a range of communication products and services in Mexico to business and operator clients, including but not limited to data products and services such as Internet Protocol and related products and services, and other data communication services as provided under the Authorization.

The services that Sprint currently or may in the future offer include but are not limited to MPLS VPN, Dedicated Internet Access, and SIP Trunking (Voice over IP).

4. Our Principles

Sprint provides high quality services to its customers, according to the following principles, in accordance with existing law:

- 4.1 **Non Discrimination.** When providing its services Sprint operates in an equal and non-discriminatory manner, regardless of sex, race, age, language, colour, disability, ancestry,

creed, veteran status, national origin, sexual orientation, marital status, religion or political opinions of its customers or any other unlawful reason.

- 4.2 **Objectivity, justice and impartiality.** Sprint's conduct *vis-a-vis* its customers is based on the principles of objectivity, justice and impartiality, and the Master Service Agreement ("MSA") regulating the provision of telecommunications services by Sprint, as well as any other specific terms and conditions applicable to the relevant services, are to be interpreted in light of such principles.
- 4.3 **Regular, continuous and uninterrupted services.** Sprint provides its services in a regular, continuous and uninterrupted manner, save for those interruptions which are required for repair and maintenance purposes. When possible, we give customers reasonable notice of repair and maintenance works which may affect the continuity of the services. Customers are informed of the timing of periodical maintenance works which may result in the total discontinuation of the services. Should maintenance works be carried out at the customers' premises, Sprint agrees the timing of the works with the customers, and Sprint's technical team hold appropriate identification badges.
- 4.4 **Right of Choice.** In order to give our customers a comprehensive and flexible tool to tailor their services according to their preferences and needs, contractual changes enabling additional services and those relevant to the termination of one or more services are equally accessible by customers. Sprint will provide in your invoice the breakdown of all services contracted. The terms and conditions of additional services or changes to the conditions of services prior contracted will be annexed to the MSA and/or any other specific terms and conditions applicable to the relevant service(s).
- 4.5 **Participation.** In order to maintain a high level of service, Sprint welcomes any comments, observations and suggestions that our customers may wish to submit. These will be dealt with and acknowledged in a timely way.
- 4.6 **Efficacy and Efficiency.** Sprint pursues the continuous improvement of its services through the adoption of the most appropriate technological, organizational, accounting and procedural solutions.

5. Our Policies

It is Sprint's policy to:

- 5.1 Deal with customers with courtesy and efficiency;
- 5.2 Agree with the customers on the manner and timing of the activation of the services;
- 5.3 Send the invoices for its services in a timely manner;
- 5.4 Give our customers (a) prior written notice in case of change of price plans and (b) provide advance notice reasonably designed to inform affected Customers if Sprint discontinues any Product, Service, network standard, or technology.
- 5.5 Upon request, give customers all legally required technical, economical and legal details relevant to the provision of our services;
- 5.6 Make available to the customers this Code of Conduct, as from time to time amended and/or integrated, by posting it on our website (http://ecenter.custhelp.com/app/answers/detail/a_id/2027) and in any other way as it is provided under the applicable legislation and/or sector specific regulation;
- 5.7 Return to the customers all deposits that have paid pursuant to the MSA and/or any other specific terms and conditions applicable to the relevant service(s), as well as any other

amounts Sprint might owe the customers, within a reasonable time period from the termination of the relevant contract.

6. Quality of Service

The services provided by Sprint are continuously submitted to internal review, with a view to best meeting our customers' expectations. For all of our services we have adopted a set of quality of service ("QoS") indicators, definitions and measurement methods, and fix general QoS standards, on a periodical basis. Our current QoS indicators and general standards depend upon the type of service provided but generally include:

- (i) Timing for the (initial) activation of the service;
- (ii) Fault rate per access line;
- (iii) Fault repair time;
- (iv) Response time to calls to the operator's customer services;
- (v) Invoices disputed by customers;

Considering that all of services provided by Sprint are different, specific quality indicators and standards are agreed with each customer at time of contract signing and are incorporated into the contract. Our baseline quality of service indicators and standards for each service can be found at http://ecenter.custhelp.com/app/answers/detail/a_id/2027.

7. Customers' Complaints

Customers may file complaints, without additional charges, in case they consider that the services provided by Sprint have experienced malfunctioning, inefficiencies or that Sprint has breached the terms and conditions set out in the MSA, in any other terms and conditions applicable to specific services, or in this Code of Commercial Practices.

Claims may be filed by phone, in writing, and email. For each complaint or request, Sprint will provide acknowledgement of the complaint. Such document may be provided by Sprint to the customer through any electronic means. Customer will be able to review the status of any complaint or request.

If the complaint is accepted, Sprint will indicate how the irregularities are being addressed and how the customer might be indemnified of any possible disruption the customer might have experienced.

If the complaint is rejected, as Sprint considers that it has no ground, we will revert to the customer in writing, indicating which checks and verifications have been carried out and the relevant findings.

Should the customer not be satisfied of how the complaint has been handled, the customer may commence a settlement procedure before the authorities as specified by applicable law. Sprint will provide the customers with appropriate information as to how to start such a procedure.

Please be informed that Sprint will review and deal with your complaints within forty-five days of receipt.

8. Customer Billing & Payments

8.1 The maximum rates for all Services have been duly registered before the Federal Telecommunications Institute (“**IFT**”) and are available in Sprint’s Website: http://ecenter.custhelp.com/app/answers/detail/a_id/2027. Rates and Conditions are subject to negotiation and discounts may apply.

8.2 Unless otherwise specified in the MSA or in any other terms and conditions applicable to specific services, Sprint will begin invoicing the customer in full for non-recurring and recurring charges on the later of:

- A. the date the products or services are delivered /installed and made available, or
- B. the delivery date specified in the relevant order performed by the customer.

8.3 If the delivery of the product or service to be provided by Sprint is delayed due to a customer-caused delay, Sprint will bill the relevant customer as of the delivery date specified in the order.

8.4 The customer will pay Sprint's invoices in full in the currency in which the invoice is presented within thirty days from the date of invoice (“**Due Date**”). If the customer fails to make such payment within ten days of receiving Sprint’s written notice of non-payment and warning of suspension or termination of services, Sprint may suspend or terminate the relevant products or services. The customer may not offset disputed amounts from one invoice against payments due on another account.

8.5 If the customer fails to pay charges for the services when due, Sprint will charge the customer interest on those charges equal to 1.5% per month of the outstanding balance or the maximum rate allowed by law.

8.6 If the customer disputes a charge in good faith, the customer may withhold payment of that charge so long as customer: (a) makes timely payment of all undisputed charges, and (b) within thirty days of the Due Date, provides Sprint with detailed explanation of the reasons for customer’s dispute of the charge. Customer must cooperate with Sprint to promptly resolve any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify the customer and, within five business days of receiving notice, the customer must pay the charge. If the dispute relates to billing errors, Sprint may credit or debit, as applicable, the net difference between any discovered overcharge or undercharge.

8.7 Customer may not resell services without prior **authorization of Sprint and in accordance with the applicable laws. If the customer resells Services to any third party end user, the 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.**

Billing and payment will be pursuant to the terms of the MSA.

9. Customer Data Protection and Privacy

- 9.1 Sprint will process the customers' personal data according to the applicable provisions set forth in the Federal Law on Protection of Personal Data Held by Private Parties, enacted on July 5, 2010 and its associated regulations (collectively, the "**Data Protection Law of Mexico**").
- 9.2 The customers will have the right to access, rectify, cancel or reject the processing of their personal data in the availability of Sprint and any other rights with respect to the customers' personal data processed by Sprint, as provided under the Data Protection Law of Mexico.
- 9.3 Sprint's International Data Privacy Policy is available on www.sprintworldwide.com.

10. Customer Care

If the customers have inquiries, claims, comments or suggestions on any aspect of our services, they may contact Sprint's customer care service using the following details:

Telephone: Mexico is 001-800-877-3100 (Monday to Friday from 7am to 7pm Central Time);

Email: business.customer.care@sprint.

Mailing address: Sierra Candela 111, Oficina 314
Lomas de Chapultepec C.P. 11010
Miguel Hidalgo, Mexico City

The Customer has the right to request, at any time, the protection and representation of the Federal Protection Consumer Agency ("**PROFECO**") in order to secure its rights. Also, the Customer has the right to submit before the IFT any claims and complaints regarding the failure of Sprint under this MSA or other applicable obligations. Within the period in which the conciliatory procedure before the PROFECO is developed, it will not be possible to cancel or suspend the Services or Products.

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