



SERVICE TERMS & SLA FOR RING DOWN VOICE DISASTER RECOVERY SERVICE

Disaster Recovery Service. These are the service terms and service level agreement for Global Crossing Disaster Recovery Service, which applies to Disaster Recovery Service provided by Global Crossing, in addition to the terms of any Master Services Agreement executed by the Customer (the "Master Agreement").

Specific Service Terms and Conditions

Section 1. General Provisions

1.1 Global Crossing Disaster Recovery Service facilitates the provision to customers who subscribe to Global Crossing automatic or manual ringdown Transaction Services of redundant terminations to one or more Customer designated disaster recovery sites. In accordance with a pre-determined plan agreed between Global Crossing and Customer, Global Crossing will install an access circuit (E-1/T-1 or higher speed) between a Global Crossing POP and Customer's disaster recovery site. Circuits listed under the plan will have redundant terminations mapped onto the access circuit and will be maintained in a 'ready-to-connect' status until the Customer invokes the Service. The Service is available only for primary circuit(s), which are provided to Customer by Global Crossing.

1.2 At the time Service is ordered, the Customer and Global Crossing shall set out and agree a plan ("Customer's Disaster Recovery Plan", or "Plan") for Customer, which shall identify:

- (i) Customer's primary site(s) (the "Primary Site(s)");
- (ii) Customer's disaster recovery site(s) (the "DR Site(s)");
- (iii) The primary automatic or manual ringdown circuits (provided by Global Crossing) serving Customer's Primary Site(s) for which the Customer is ordering the Service (the "Designated Circuits");
- (iv) Customer's designated contacts authorized to instruct Global Crossing in relation to this Service (the "Designated Contacts"); and
- (v) Procedures to be followed in the event of an invocation of the Service by Customer, including Global Crossing contact details at the Global Crossing Customer Care Center and the password which will be required to authenticate Customer's instructions in the event of an invocation of the Service.

1.2.1 In addition, at the time Service is ordered, the Customer and Global Crossing shall execute an Order Form setting out details of the access circuit(s) to be provisioned and installed between a Global Crossing POP and the Customer's DR Site(s) (the "Secondary Access Circuits").

1.3 Global Crossing shall provision and install (via a third party local access vendor, or, as appropriate, on its own backbone network) the Secondary Access Circuit(s) between a Global Crossing POP and Customer's DR site. In accordance with the Customer's Plan, Global Crossing shall also map redundant terminations for the Designated Circuits in a ready to connect state on the Secondary Access Circuits at the DR Site. (The redundant terminations are "Secondary Voice Circuits", and together with the Secondary Access Circuits, comprise the "Backup Circuits"). The Backup Circuits will be installed, tested and made available in the event of a disaster at the Customer's Primary Site(s).

1.4 In the event of a disaster at the Customer's Primary Site(s), one of Customer's Designated Contacts may call the Global Crossing Customer Care Center and request that their Plan be activated, which will result in Global Crossing switching Customer's traffic on all of the Designated Circuits under the Plan (via the Backup Circuits) from the Primary Site(s) to the Customer's DR Site.

1.5 Global Crossing shall have no obligation to accept any instructions received from any Customer employee: (i) who is not a Designated Contact and/or (ii) who does not supply the agreed upon password required to activate the Service. Following verification, Global Crossing shall invoke the requested Plan and switch Customer's traffic on the Designated Circuits from the primary site(s) to the DR Site by disconnecting the applicable Primary Circuits and connecting the applicable Backup Circuits.

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1.6 Customer may test availability of the Backup Circuits by following the procedure described in Section 1.5 above.

1.7 Each test and/or invocation of the Service, whether in the event of a disaster, under Section 1.4, or a test by Customer under Section 1.6, shall incur a non-recurring charge, per Secondary Voice Circuit activated (the “Invocation Charge”).

1.8 Pricing for Backup Circuits (including the applicable Invocation Charge) shall be as set forth in the Order Form. Pricing set out in an Order Form shall apply to each Secondary Access Circuit for the initial term for which it is ordered. Global Crossing reserves the right to amend the pricing for the Secondary Access Circuits at any time after the expiry of such Initial Term, upon thirty days’ notice in writing to Customer, provided that on receipt of such notice, Customer may elect to either retain the applicable Secondary Access Circuit at the new price or (ii) instruct Global Crossing to terminate the applicable Secondary Access Circuit.

1.9 In addition to the charges payable in respect of the Backup Circuits and Designated Circuits, Customer shall be responsible for miscellaneous charges including installation charges, any charges for special construction requirements, expedite requests, or the like.

1.10 Customer may order additional Backup Circuits under an existing Plan, or under one or more new Plans, by executing an Order Form for that purpose.

1.11 In the event of any issues arising regarding the Backup Circuits (including fault reporting) or Customer’s instructions to switch traffic on the Designated Circuits to the applicable DR Site, the Customer may call the Global Crossing Customer Care Center.

1.12 Customer may amend its Disaster Recovery Plan(s) upon ten day’s notice in writing to Global Crossing.

Section 2. Service Level Agreement (“SLA”)

2.1 **Service Commitments.** The following chart summarizes Global Crossing’s Service Commitments in relation to the Backup Circuits, and is to be read in conjunction with Sections 2.2 through 2.7, inclusive.

SUMMARY OF SERVICE COMMITMENTS

Service Parameter	Network Availability	Mean Time to Repair	Switchover to Backup Circuits
Service Level	99.99%	4 hours	4 hours
% Credit of Monthly Circuit Charge	As per section 2.2.4	As per section 2.3.4	As per section 2.4.1

2.1.1 **Measurements.** All measurements stated below will be calculated from measuring points on Global Crossing’s network.

2.1.2 **Credits.** Customer may request a credit from Global Crossing in accordance with all the terms, conditions, and exclusions in this Section 2 where Service under this Appendix with Customer is affected in the following areas: (1) Network Availability (2) Mean Time to Repair, and (3) Switchover to Backup Circuits.

2.2 Network Availability

2.2.1 **Performance.** During the period in which a Plan is invoked Global Crossing commits to a Network Availability percentage of 99.99% per calendar month for each Backup Circuit provided by Global Crossing under that Plan.

2.2.2 **Measurement.** The monthly Network Availability percentage per circuit is calculated according to the following formula:

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$$\frac{(\text{Days in mo. [30]} \times 24 \text{ hrs.} \times 60 \text{ mins.}) \text{ minus total mo. service-affecting outage mins.} \times 100}{(\text{Days in mo. [30]} \times 24 \text{ hrs.} \times 60 \text{ mins.}) \text{ minus maintenance mins.}}$$

2.2.3 **Exclusions.** Exclusions from Network Availability calculations are listed in section 2.3.3 below.

2.2.4 **Credits.** Where Global Crossing does not meet the Network Availability percentage in a calendar month, Customer may request a credit in accordance with the schedule set forth in Section 2.3.4 below.

2.3 Mean Time to Repair (“MTTR”)

2.3.1 **Performance.** For Priority 1 and Priority 2 trouble tickets, Global Crossing commits to a Mean Time to Repair of four (4) hours in any calendar month for Backup Circuits provisioned entirely by Global Crossing.

2.3.2 **Measurement.** MTTR is calculated by dividing the Cumulative Outage Time (as hereinafter defined) for a given circuit by the number of trouble tickets opened for that Backup Circuit in a given month. The Cumulative Outage Time is the sum of all individual outages reported on a given circuit in a given month. An individual outage on a given Backup Circuit is calculated from the time that Global Crossing opens a trouble ticket to the time that Global Crossing advises the Customer that the Service is repaired or restored and Global Crossing puts the trouble ticket into either “Resolved” or Monitor” status.

2.3.3 **Exclusions.** The following are excluded from calculations of Network Availability and MTTR: service suspensions for scheduled and emergency network maintenance, force majeure events, local loop failure where the local loop is obtained by the Customer directly from a third party or is not provided on an SDH/SONET technology platform, Trouble Ticket Open Time, and outages caused by the Customer’s failure to follow agreed-upon procedures. “Trouble Ticket Open Time” refers to those periods of time when trouble tickets are in “customer time”, meaning, the point at which the Customer must provide information, access, etc., so that Global Crossing can continue with a repair.

2.3.4 **Credits.** Customer may request a credit of a portion of the Monthly Recurring Charge (MRC) for the affected Service when either the Network Availability or Mean Time to Repair is not met during any month, and such credits will be issued in accordance with the following schedule:

Total Monthly Cumulative Outage Time	Network Availability MRC Credit	MTTR MRC Credit
Zero – 5 minutes	0 %	0%
>5 minutes – 240 minutes	10 %	0%
>240 minutes—480 minutes	20 %	15%
>480 minutes	30 %	30%

2.4 Switchover to BackupCircuits

2.4.1 In addition to the service level guarantees above, Global Crossing commits to switching traffic to the Backup Circuits within four (4) hours of verification of Customer’s request to do so. In the event that the Customer’s traffic is not switched to the Backup Circuit(s) within (4) four hours of such verification, Global Crossing shall issue a credit in accordance with the following schedule:

Time in excess of 4 hour guarantee	Credit as percentage of BackupCircuit MRC
>0 – 44 Minutes	10%
>44 Minutes – 240 Minutes	20%
>240 – 480 Minutes	30%
Greater than 480 Minutes	40%

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2.4.2 The above commitment applies only to digital Backup Circuits, that is digital Backup Circuits between the applicable Global Crossing POP and (a) the Global Crossing managed device at the Customer premises or (b) the Customer's Digital Line Interface Card. For the further avoidance of doubt, the commitment in Section 2.4.1 does not apply to analogue Backup Circuits either (i) between Global Crossing POP and customer premises or (b) analogue handoffs from the Customer Access Node at Customer's premises to the applicable Customer frame. In the case of such analogue Backup Circuits, Global Crossing shall endeavor to switch Customer's traffic on a best efforts basis only, with no commitment or guarantee applying thereto.

2.5 Credit Calculations and Limitations

2.5.1 **Calendar Month.** All credits are calculated on the basis of a thirty (30) day calendar month.

2.5.2 **Credits Incremental.** All credits provided are incremental with respect to any covered Backup Circuit that is affected.

2.5.3 **Maximum Allowable Credit.** In no event shall the credits hereunder exceed the Customer's total MRC for any covered Backup Circuit that is affected in any single calendar month, regardless of the nature of the areas under which credits may be generated.

2.5.4 **Credit Calculations.** Credits are calculated after deduction of all discounts and other special pricing arrangements and application of governmental fees, taxes, surcharges and similar additional charges.

2.6 Additional Terms

2.6.1 **Written Request.** Customer is responsible for providing Global Crossing with a written request for an evaluation of any Service issues within fifteen (15) business days after a suspected event.

2.6.2 **Exclusive Remedy.** The credits contained herein are Customer's exclusive remedy with respect to items covered in this SLA.

2.6.3 **Credit Availability.** A credit, if granted, will appear on the next bill or as promptly thereafter as it can be provided after the qualification for a credit and its amount are determined.

2.7 Exclusions.

The credits set forth above in sections 2.2.4, 2.3.4 and 2.4.3 are not available in the event of any of the following causes:

2.7.1 **Third-Party Backbone Circuits.** Lapses in service due to failure in performance of any third-party backbone circuit.

2.7.2 **New Installations; Change Orders; Completions.** Lapses in service associated with new installations or orders for circuit reconfigurations, that is, both before Global Crossing has received notice that Customer has accepted the new or reconfigured Service and until forty-five (45) days after the Service is first utilized by Customer; or modifications to the completed service order initiated by the Customer after its original completion.

2.7.3 **Customer Equipment.** Lapses in service resulting from failures in Customer's premises equipment (whether or not owned by Customer).

2.7.4 **Force Majeure.** Lapses in service resulting from Force Majeure events described in the MSA, with the exception of fiber cuts that are the responsibility of Global Crossing or for which redundancy is being provided under the Agreement with Customer.

2.7.5 **Customer's Acts or Omissions.** Lapses in service resulting from problems associated with any act or omission of Customer or any third party, including but not limited to, Customer's agents, contractors or vendors; or where Customer is not ready to receive or use the circuit.

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2.7.6 **Scheduled Maintenance.** Lapses in service resulting from scheduled maintenance periods when the customer has been informed of such maintenance. Global Crossing will notify Customer in writing of scheduled maintenance within a reasonable time in advance of such maintenance. Global Crossing will use reasonable commercial efforts to minimize Service disruption.

2.7.7 **Non-Payment or Default.** Lapses in service resulting from a Global Crossing disconnect for non-payment or other contract default or breach.

2.7.8 **Local Loop.** Lapses in service resulting from local loop outages or degradations of service, where the local loop is either (a) ordered directly by the Customer; or (b) is not provided by the local carrier on an SDH/SONET technology platform.

2.7.9 **General; Access to Customer Facilities.** The Network Availability and MTTR commitments do not apply if Customer has failed to provide Global Crossing adequate access to its facilities for testing significantly in advance of any qualifying event, or otherwise fails to provide access required by Global Crossing, or has otherwise caused Global Crossing to be unable to meet any of the criteria set out in this SLA.