



SERVICE TERMS AND SLA FOR GLOBAL CROSSING UK POWERCALL SERVICE

Global Crossing Converged Services. These are the service terms and service level agreement for Global Crossing's UK Powercall Service ("The Service") which apply to Powercall Service provided in the UK by Global Crossing, in addition to the terms of any Master Services Agreement, Retail Customer Agreement or other Global Crossing master agreement (in each case a "Master Agreement") executed by the Customer.

1 Definitions

1.1 In these terms and conditions the following words have the meanings given below; other initial capitalized terms not defined below have the meanings given to them in the Master Agreement.

"Customer Equipment" means equipment provided by the customer for use in connection with the Service;

"Dial Plan" has the meaning given to that term in Section 2.5 below.

"Fault" means the inability of the Service to perform;

"Global Crossing Equipment" means equipment provided by Global Crossing as part of the Service;

"Powercall Number" means a UK NGTN or geographic number allocated to the Customer as part of the Service;

"PSTN" means Public Switched Telephone Network;

"NGTN" or "Non Geographic Telephone Number" means a number allocated to the Customer that is not dependant on the geographic location of the destination;

"Product Specification" means the specification for the Service set out in Exhibit A;

"Quarter" means three calendar months from 1 January, 1 April, 1 July or 1 October respectively;

"Service Charges" mean the charges for the Service set out in the Order Form for the Service, and include the Rental Charges and Call Charges described below, and all other relevant charges payable by the Customer to Global Crossing specified on the Order Form;

"Service Levels" mean the performance standards set out in Product Specification;

"Site(s)" mean the Customer locations within the UK specified by the Customer on the Order Form to which the Service will be provided and at which the Global Crossing Equipment will be installed;

2. Service Description

2.1 Subject to these terms and conditions, Global Crossing shall provide the Service at the Site(s) on the Ready For Service Date or such other date as may be agreed by the parties. Powercall Numbers provided as part of the Service are subject to availability from Ofcom, and subject to that availability, will be provided at the category and value as stated on the Order Form for the Service. The Service may include the routing of incoming calls via Global Crossing's Network, which will contain such functionality as specified by Global Crossing to the Customer. Where Global Crossing provides assistance or other services to the Customer at the Customer's request (including call-outs resulting from a reported Fault where no Fault is found), Global Crossing reserves the right to charge the Customer for such assistance or services at Global Crossing's standard rates then in force. Global Crossing's help-desk will contact and liaise with the Customer regarding any perceived Fault and issuing of Powercall Numbers. Once the Customer and Global Crossing have signed the Order Form cancellation charges may apply as detailed in the Order Form.

2.2 Global Crossing shall carry out such tests as it deems appropriate in order to confirm that the Service is ready for use at the Site(s) and is operating in accordance with the Product Specification. Following satisfactory completion of such tests Global Crossing shall inform the Customer that the Service is ready for use (the "Service Commencement Date").

2.3 The main features of the Service are as follows:

- Callers to Powercall Numbers are charged at a rate determined by the type of telephone number provided and not the distance;

- One Number Nationwide – The Customer has the ability to receive calls from any public or private telephone in the country.
- NGTNs may be dialed nationally by callers of Other Licensed Operators (OLOs), giving the customer national presence;
- The call is connected through the Global Crossing Network either directly to the Customer's telephone exchange or via the network of OLOs.

2.4 The following features are included as part of the Service.

- Network design and configuration to recognise and connect Customer's Powercall Numbers to Customer's required destinations;
- A number of access alternatives;
- Call routing alternatives;
- Support and Maintenance by the Global Crossing Help Desk; and
- Reporting.

2.5 The Service is managed via a dial plan, details of which will be set out on the Order Form for the Service (the "Dial Plan"). The options associated with Powercall Numbers are set out below.

2.6 Global Crossing Help Desk: The Help Desk is a point of contact for Customer. The Help Desk's responsibilities include:

- Fault management. Global Crossing shall identify a phone number to be used in the event of a Fault.
- Service management.

2.7 Reporting: The following metrics will be reported to Customer in a monthly report as part of the Service

- Number of answered calls by time of day
- Number of answered calls by day of month
- Call duration distribution
- Monthly call pattern by day of month (Total / Busy / Engaged / Not answered)
- Answered calls by Duration – Minutes
- Call Summary Originating from a Mobile Operator
- Call Summary by Geographic Origination

3 Technical Specification

3.1 The Service facilitates the automatic routing of incoming calls to Powercall Numbers allocated to Customer to a specific Site or telephone number stipulated by the Customer and set out in the Dial Plan.

3.2 The Customer shall identify on the Order Form the type and class of telephone line the Service is to be provided over.

3.3 Call Routing Features: The Service includes the following call routing features which allows calls to be routed and directed to different locations or different groups of agents based on the Customer's requirements.

- **Time Manager** - Automatically routes calls to a different site, or different routing arrangement, at a prearranged time of day. (limitation on the number of timeslots available per day).
- **Day Manager** - Automatically routes calls to a different site, or different routing arrangement, on certain prearranged days of the week.
- **Day of Year Manager** - Allows routing to be activated automatically on pre-arranged dates.
- **Area Code Manager** - Automatically routes calls based on the National Numbering Group area code of the caller.
- **CLI Manager** - Calls routed based on the whole of the caller's telephone number, allowing a group of callers to be treated differently to all other callers.
- **Call Allocator** - Calls routed between sites based on percentage split between 10% and 100% in increments of 1%.
- **Divert Manager** – Redirects calls to an alternative site in the event of busy, no answer or number unavailable.
- **Call Prompter** – All calls will be answered by an announcement and then routed based on the input made by the caller using a touch-tone phone. A maximum 5 selections at the first level and 3 at the next 2 levels. Callers without a touch-tone phone can be routed to an operator.

- **Alternate Routing Plan** – Allows for planned disaster recovery, minimising business risk. Initiated by Global Crossing DTMF tool via a telephone call to a pre-arranged Global Crossing provided access number or (for non-geographic numbers only) via Global Crossing’s Internet Customer Control (ICC) web portal. Up to 11 routing plans can be pre-defined. Alternate Routing Plan(s) can be activated via DTMF and ICC within 10 minutes..
- 3.4 The Service is interfaced via (i) PSTN lines, or (ii) dedicated E-1 interconnect circuit between Global Crossing’s POP and the Customer’s premises (together with a local access circuit, if ordered from Global Crossing).

4. Service Options

4.1 Each Powercall Number provided as part of the Service is offered with a number of options, as follows:

- Access Alternatives
- Revenue Share
- Number Options

The Order Form shall stipulate which of the above options (as described further below) are required as part of the Service:

4.1.1 Access Alternatives: The access alternatives are:

- Global Crossing 0800 - Based on the '0800' numbering scheme, the Customer pays all costs of the call.
- Global Crossing 0844 – The caller pays a fixed amount, either 1,2,3,4 or 5 pence per minute as selected by the Customer. Revenue share is available.
- Global Crossing 0845 - The caller pays for the local call element and the Customer the remainder. Revenue share is available.
- Global Crossing 0870 - The caller pays for the entire national call. Revenue share is not available.
- Global Crossing 0871 – The caller pays a fixed amount of 6,7,8,9 or 10 pence per minute. Revenue share is available.
- Global Crossing Geographic – The caller pays for the entire national geographic call. No revenue share is available.

In addition to the charge elements described above, Customer may also incur charges in relation to calls which are routed (at Customer’s request to Sites or telephone numbers in accordance with the routing plan agreed with the Customer. These charges are dependent on the geographic location of the Site or telephone number in question and are as set out in the Order Form for the Service.

4.1.2 Phonpay Plus Code of Practice. The provision of 0871 numbers by Global Crossing is subject to Customer providing its unique Service Provider ID number to Global Crossing, issued in accordance with the Phonpay Plus Code of Practice available for review at <http://www.phonpayplus.org.uk>. The provision of 0871 numbers will be at all times in compliance with the Code of Practice by both Global Crossing and Customer; failure by Customer to comply therewith will entitle Global Crossing to suspend or terminate service on 0871 numbers provided to Customer as part of the Service.

4.1.3 Revenue Share. Revenue Share is available in connection with the specific access alternatives described above but is generally subject to call volume / traffic volume thresholds. Where agreed, details of the revenue share plan (on a pence per minute basis) will be agreed between Customer and Global Crossing in writing. In these circumstances, the caller pays a fixed per minute charge for a call to a Powercall Number allocated to Customer, and an agreed portion of that charge is paid to the customer (the “Revenue Share Amount”). Where agreed, Revenue Share Amount is calculated on a pence per minute basis. Global Crossing will provide Customer with a monthly statement of the applicable calls, minutes and charges per revenue share call type. On receipt of this statement, Customer must issue an invoice to Global Crossing for its share of the call costs, based on the report provided by Global Crossing. Revenue Share amounts will be paid by Global Crossing only on foot of these invoices, in no event will Revenue Share Amounts be credited to Customer’s invoices for services provided by Global Crossing to Customer.

4.1.4 Number Options: There are three categories of Powercall Numbers: Golden, Platinum and Standard. The Customer shall identify the category of Powercall Numbers it requires per number.

- Platinum: a number of high value to the Customer

- Golden: a number that is easily remembered
- Standard: a standard number

Numbers will be assigned to Customer by Global Crossing depending upon the category required.

5. Service Levels

- 5.1 Global Crossing will provide the Service to the Customer from the Service Commencement Date at the service levels set out in this section (the “Service Levels”). If (a) Global Crossing fails without reasonable excuse to meet the Service Levels and/or (b) the Service Commencement Date occurs later than the agreed ready for service date, Customer shall be entitled to the applicable Service Credit shown below. Customer agrees that the Service Credits represent a reasonable pre-estimate of the Customer's loss, and that Global Crossing shall have no further liability to Customer arising out of faults in the Service. Service Credits are not payable in respect of any fault or failure to comply with the Service Levels which arise as a result of Customer's or a third party's act, direction, failure, fault or omission, or from an act or from a Force Majeure event.
- 5.2 Global Crossing will set off any Service credits payable against the Service charges payable by the Customer following the end of the invoicing period in which such Service credits accrued. If, in respect of any invoicing period, the Service credits exceed the Service charges that would otherwise be payable, the balance will be carried forward to the following invoicing period. If at the date of termination or expiration of the Service accrued Service credits are outstanding, Global Crossing will pay the outstanding balance to the Customer by cheque.
- 5.3 Lead-Time for Service Installation.

Provide a New Number	7 Working Days*
Provision of a Dial Plan	33 Working Days*
Minor Change to Dial Plan Parameters	3 Working Days*
Provide ICC / DTMF subscription	7 Working Days*
Major Changes to a Dial Plan	5 Days*

* Working Day = Mon Fri (excluding bank holidays)

- A Dial Plan reconfiguration will take a maximum of 30 Working Days; depending on the complexity of the Dial Plan routing tree.
 - Where the estimated call minutes exceed 1 million minutes per month, the provision of a new number, including a dial plan if specified, will be 90 Working Days.
 - Where call minutes information cannot be supplied, 90 Working Days.
 - If the call minutes are forecast inaccurately by the customer Global Crossing will not be responsible for paying service credits and reserves the right to withdraw the service to the customer if it causes severe Network congestion. 90 Working Days will be required for this upgrade before reinstating the service to the customer.
- 5.4 Where a dial plan is required that contains Calling Line Identification (CLI) functionality, a further (SLT) period will be added to the standard delivery time outlined in the table above, the table below details the additional SLT.

Number of CLIs	Additional Lead time
0-100	3 Working Days
101-300	5 Working Days
301-500	7 Working Days

Note: Maximum number of CLI mappings per plan is 500.

- 5.3 For each individual order a Ready for Service Date will be stated on the Order Form. The Customer shall be notified that the Service is ready for use and be provided with a new Powercall Number by the Ready for Service Date specified on the Order Form. In the event that Global Crossing fails to meet the Ready for Service Date Service Credits shall be payable as set out in the following table:

Period Beyond Ready for Service Date	Service Credit
1 Week	10% of MRC for E-1 interconnect circuit

2 Weeks	11% MRC for E-1 interconnect circuit
3 Weeks	12% MRC for E-1 interconnect circuit
4 Weeks	13% MRC for E-1 interconnect circuit
5 Weeks	14% MRC for E-1 interconnect circuit
6 Weeks or more	15% MRC for E-1 interconnect circuit

- 5.4 The above credit applies only where Customer chooses to provision the Service via a dedicated E-1 interconnect circuit as described in Section 3.4.

6. Customer's Responsibilities

- 6.1 In addition to any specific responsibilities set out elsewhere in the Master Agreement, the Customer must:
- ensure that working conditions for Global Crossing employees and agents working on the Site(s) comply with all local legislation relating to the workplace.
 - resolve all Site related problems in relation to the Customer Equipment, Global Crossing Equipment and the Service;
 - take full responsibility for the safe use and custody of Global Crossing Equipment at the Site;
 - be responsible for (a) any reasonable expenses incurred by Global Crossing in contacting any third party to notify them of any reasonable requirements relating to the connection of third party services to the Network and (b) any reasonable costs incurred by Global Crossing incurred with the modification, change, suspension, maintenance, expansion, upgrade, repair or replacement of any part of the Service, which arises as a result of negligence or default by the Customer;
 - use, or permit any other person to use the Service only for the purpose for which the Service is provided; and in accordance with any reasonable operating instructions notified to the Customer by Global Crossing from time to time.
 - not, and shall not permit any person to (a) use the Service in any manner which violates or infringes the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality) or violates or infringes any statutory duty or obligation or any duty or obligation in contract, tort or otherwise, to any third party; or (b) use the Service for the transmission of any material which is defamatory, offensive or of an obscene or menacing character.
- 6.2 Global Crossing reserves the right to disconnect any Customer Equipment, without incurring any liability to Customer (a) if the Customer does not fulfill its obligation under this Section 4 or (b) if, in Global Crossing's reasonable opinion, the Customer Equipment is (a) liable to cause death or personal injury to Global Crossing employees, (b) liable to damage Global Crossing's Network, or (c) liable to materially to impair the quality of services provided by Global Crossing to others over its Network.
- 6.3 Customer must give Global Crossing all necessary information and co-operation that Global Crossing may reasonably require from time to time to enable Global Crossing to comply with its obligations under these terms and conditions. This shall include but not be limited to:
- notifying Global Crossing of the name and contact details of a primary contact at each Site who will be responsible for all issues relating to the operation and/or management of the Service;
 - providing copies of all Customer-controlled documentation necessary for Global Crossing to discharge its obligations under these terms and conditions;
 - following Global Crossing agreed procedures for Fault management and Service ordering; and
 - granting reasonable access to Global Crossing at all times to the Sites to enable Global Crossing to provide the Service.

7. Payment and Billing

- 7.1 Service Charges include (i) a monthly recurring charge ("MRC") per Powercall Number allocated to Customer and (ii) call charges, as set be set out in the Order Form. If Customer chooses to provision the Service via dedicated E-1 interconnect circuit as mentioned in Section 3.4, an additional MRC and non recurring installation charge will apply to the provision of that E-1 circuit. Call charges depend on the access alternative(s) selected by

the Customer, as described in Section 4.1.1 above. All Charges are invoiced monthly in arrears. All charges set out in the Order Form are exclusive of VAT.

- 7.2 Customer understands and acknowledges that the Service will be provided by Global Crossing's Affiliate in the United Kingdom; Global Crossing (UK) Telecommunications Ltd. and that all Service Charges in respect of the Service will be invoiced by, and payable to, Global Crossing (UK) Telecommunications Ltd.

8. Fraud

- 8.1 The Customer shall comply with all reasonable recommendations submitted to it by Global Crossing with a view to minimising the risk of fraudulent use of the Service. Global Crossing shall have the right to recover from the Customer losses which Global Crossing incurs as a result of fraudulent activity by users of the Service introduced or authorised by the Customer. Global Crossing may suspend the Service and introduce reasonable Service restrictions and security procedures and measures where it has reasonable grounds for believing that there is fraudulent usage, but will use reasonable endeavours to give the Customer reasonable notice prior to any such suspension.

9. Alteration to Numbering

- 9.1 Global Crossing shall have the right without incurring any liability to Customer, to alter any name, code or number made available to Customer by Global Crossing in connection with the Service.