



**SPECIFIC SERVICE TERMS FOR ENTERPRISE CAAS SERVICE™**

**Global Crossing Communications as a Service (“CaaS”) Service** These are the specific service terms for Global Crossing’s CaaS Service (the “Service”) which apply 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. Initial capitalized terms not defined in these terms and conditions have the meanings given to them in the Master Agreement.

**1. Service Features**

- 1.1 Global Crossing CaaS Service™ provides access, transport and termination of voice traffic over Global Crossing’s Voice over IP (VoIP) Class 4 network and facilitates connectivity from dedicated IP connected Customer locations in Europe, North America, Asia and Latin America to Global Crossing reservationless audio conferencing bridges without accessing the PSTN.
- 1.2 The Service may be accessed only at Customer locations served by Global Crossing IPVPN ports provided as part of Global Crossing Converged IP Services, the provision of which is subject to additional charges and is subject to the terms and conditions forming part of Customer’s Master Agreement or otherwise as set out at [www.globalcrossing.com/terms](http://www.globalcrossing.com/terms). Details of the IPVPN bandwidth requested by Customer for each applicable Customer premises, shall be specified on the Order Form for the Services ordered, together with details of (i) Point(s) of Presence (“POPs”) at which Customer will access the Global Crossing IP Network (ii) local access circuit requirements (if any), (iii) pricing, (iv) length of Initial Term, and (v) any optional services selected by Customer. Global Crossing IP VPN Service IP connection provides Expedite Forwarding CoS. Connectivity is between the Customer’s router and the Global Crossing PR router located at the selected Global Crossing POP. IP VPN service provided in connection with CaaS Service does not support the transmission of other data between customer locations.
- 1.3 The Service supports calls to the Global Crossing audio conferencing bridge only, and does not support the making of direct calls to other destinations.
- 1.4 The following bandwidth options are available for the Service:

<b>Region</b>	<b>Bandwidth Available</b>
United States	T-1, T-3, OC-X and Ethernet (FastE and GigE ) circuits integrating data and long distance and local voice services, and T-1 or T-3 circuits channelizing long distance and local voice services.
Canada	T-1, T-3 and Ethernet circuits integrating data and long distance are available, subject to confirmation at time of order.
Europe	E1, E3, and Ethernet (Gig E) circuits are available, subject to confirmation at time of order.
Asia	E1, E3, and Ethernet (Gig E) circuits are available, subject to confirmation at time of order..
Latin America / Mexico	E1, E3, and Ethernet (Gig E) circuits are available, subject to confirmation at time of order.

- 1.5 Online usage reports are available in connection with the Service via Global Crossing’s online uCommand system. The uCommand system is presented in English and in US Dollars
- 1.5 Invoices for the Service (issued by Global Crossing Telecommunications Inc.) may include Call Detail Records

**2. Charges and Billing**

- 2.1 Customer shall select the number of simultaneous calls to the Global Crossing conferencing bridge to be supported (referred to as number of Shared Seats or Simultaneous Session Capacity) required at each interconnection point where Customer will interconnect with Global Crossing’s network for the purpose of using the Service (each a “Service Interconnection Point”). A monthly recurring charge, as set out in a pricing schedule either (i) forming part of Customer’s Order Form for the Service or (ii) forming part of Customer’s Master Agreement (in either case, the “Rate Plan”), shall apply for each such Simultaneous Session Capacity selected by the Customer and agreed to by Global Crossing.
- 2.2 No per minute or other usage charges (other than the monthly recurring charge referred to in sub-section 2.1) apply to calls to the Global Crossing conferencing bridge made using the Service provided however that (i) additional charges apply to calls placed to the conferencing bridge using other access methods and (ii) additional charges will apply to any calls made to telephone numbers using the

dial out function available as part of Global Crossing conferencing services. Use of Global Crossing's conferencing services is subject to the terms and conditions forming part of Customer's Master Agreement or otherwise as set out at [www.globalcrossing.com/terms](http://www.globalcrossing.com/terms). Details of charges applying to such use will be set out in an Order Form for those services.

- 2.3 In addition to the charges described in these terms and conditions, additional charges ("Ancillary Charges") apply to the Services, as set out in the Order Form for the Services or in a pricing schedule forming part of Customer's Master Agreement.
- 2.4 Billing. Notwithstanding anything to the contrary in the Master Agreement (and regardless of the location of the Global Crossing and Customer entities that are a party to that agreement), the parties agree and acknowledge that:
  - (a) all CaaS Service provided to Customer in the United States will be provided by Global Crossing Telecommunications Inc., and all charges in respect of those services will be invoiced (in USD, EUR or GBP) to Customer by, and payable by Customer to, Global Crossing Telecommunications Inc. or its designated billing agent; and
  - (b) all Enterprise CaaS Service provided by Global Crossing in countries other than the United States will be provided by Global Crossing's licensed affiliate in the applicable country, and all charges in respect of those Services will (unless otherwise agreed in writing) be invoiced to Customer by, and payable by Customer to, the Global Crossing entity which is a party to the Master Agreement.

### 3. Local Access Circuits and Equipment

- 3.1 Access from Customer's premises to the designated Global Crossing POP is accomplished via dedicated local access circuits with a minimum speed of T-1/E-1. If Customer requests Global Crossing to provide local access circuits (via third party subcontractors) in connection with the provision of the Service, and Global Crossing agrees to do so, such circuits will be provided on the applicable terms of the Master Agreement provided only that regardless of whether the Customer is ordering the Service on a month to month basis or on the basis for an agreed term of one or more years, Customer acknowledges and agrees that all local access circuits provided by Global Crossing are provided for a minimum initial Service Term of one year. If Customer terminates its CaaS Service and/or any related local access circuits within one year of the activation of such local access circuits, Customer shall remain liable to Global Crossing for any commitments to local access providers and/or any associated early termination charges. The placing of orders by Global Crossing for local access circuits is conditional upon satisfactory completion of interoperability tests referred to below.
- 3.2 Except as otherwise agreed with Global Crossing in writing, Customer is solely responsible for purchasing, installing and maintaining any and all interconnection equipment required for its use of the Services. Global Crossing shall not be responsible for the installation, operation, repair or maintenance of equipment or software not provided by Global Crossing; nor shall Global Crossing be responsible for the transmission or reception of information by facilities, services, equipment or software not provided by Global Crossing.
- 3.3 Customer is required to have an IP enabled private branch exchange, IPPBX, PABX or Key System, IP Media Server or Integrated Access Device (in either case an "Exchange"), at which its local access circuit(s) terminate, and which complies with Global Crossing standards for the Service. Provision of the Service is conditional upon successful completion of interoperability tests which will be coordinated between Customer and Global Crossing prior to Order acceptance and is subject to approval by Global Crossing of the Exchange to be used by Customer to interface with Global Crossing's network. The Exchange used by the Customer in conjunction with the Service must comply with one of the following standards: SIP or H323 (Europe only).
- 3.4 Upon notice from Global Crossing that the facilities, services, equipment or software used by Customer in connection with the Service, which are not approved by Global Crossing, are causing or are likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Global Crossing to troubleshoot difficulties caused by equipment or software not provided by Global Crossing, and Global Crossing agrees to do so, the provision of such services will incur charges at Global Crossing's then current time and materials rates.
- 3.5 Customer must immediately notify Global Crossing if it modifies or changes the Exchange used to interface with the Services, or otherwise changes or adds any equipment which interfaces with the Services, in order to enable Global Crossing to reconfigure the IP ranges on Global Crossing's equipment used to provide the Service to Customer. Global Crossing will have no responsibility for any failure to terminate any calls made by the Customer pending such notification and reconfiguration.
- 3.6 Global Crossing will not be responsible if any changes in the Service causes facilities, services, equipment or hardware not approved by Global Crossing to become obsolete, require modification or alteration, or otherwise affect performance of facilities, services, equipment or hardware not approved by Global Crossing.

### 4. Service Restrictions

- 4.1 The Service is a retail only service and resale of the Services in any form is expressly prohibited. The terms of this Section 4.1 shall be considered material terms of Customer's agreement with Global Crossing, and that failure to comply therewith shall entitle Global Crossing to terminate the provision of the Service to Customer forthwith upon written notice..

4.2 Notwithstanding the Global Crossing and Customer entities that are parties to the master Agreement, Customer acknowledges that the Service described in these terms and conditions (i) provided by Global Crossing in the United States will be deemed provided by Global Crossing telecommunications Inc. and (ii) provided by Global Crossing in countries other than the United States will be provided by Global Crossing's licensed affiliate in the applicable country. In addition, Customer acknowledges that the provision of CaaS Service may be subject to country specific laws and regulations in the countries in which those services are provided, and accordingly, that Global Crossing shall have the right, upon reasonable notice to notify Customer in writing of any additional or amended conditions of use which are mandated by such laws and regulations, and any failure by Customer to comply with such conditions following notification shall entitle Global Crossing to terminate or suspend the provision of the Service. Global Crossing shall provide Customer with thirty days written notice of termination and Customer shall have an opportunity to comply with the additional conditions during that notice period, provided only that the requirement to give notice in accordance with this clause shall not apply where Global Crossing is directed by a court or regulatory authority to suspend or terminate the provision of the Service or such suspension is required, in the reasonable opinion of Global Crossing's legal advisors, in order to comply with applicable laws and regulations, in which case Global Crossing shall give as much notice as is practical in the circumstances.