



## SPECIFIC SERVICE TERMS AND CONDITIONS FOR THE PROVISION AND SALE OF CISCO NETWORKS EQUIPMENT

**Cisco Systems Equipment.** These terms and conditions apply to the provision by Global Crossing of Cisco Systems equipment (“Products”), which apply in addition to the terms of any Master Services Agreement, Retail Customer Agreement, Carrier Services Agreement or other Global Crossing master agreement (in each case a “Master Agreement”) executed by the Customer and Global Crossing. Initial capitalized terms not defined in these terms and conditions have the meanings given to them in the Master Agreement. In the event of any conflict between these terms and conditions and the terms of the Master Agreement, these terms and conditions shall apply. These terms apply only to the provision of Products where title to the Products is to be transferred by Global Crossing to Customer, the provision of Products by Global Crossing on a lease or rental basis (if any) as part of Global Crossing’s Managed Network Services offering is not subject to these terms but is subject to separate terms applying to the provision of Global Crossing Converged IP Services which may form part of the Master Agreement.

1. **Ordering.** Customer will order Products by submitting purchase orders. Each purchase order will state the quantities and description of the Products, the service option elected by the Customer (if applicable), the applicable price, and the requested delivery dates and shipping instructions. Global Crossing will acknowledge and accept Customer’s purchase orders, confirming its ability to meet Customer’s requested delivery dates or propose an alternative date.

2. **Invoices and Payment.** Global Crossing shall invoice Customer for the purchase price of the Products as per the applicable purchase orders. Customer’s purchase price for the Products shall be inclusive of all sales, goods and services, value added or similar taxes or duties assessed in connection with Customer’s purchase, shipment and importation of the Products (collectively referred to as “Charges”). All Charges will be identified separately on the invoice for the Products. Notwithstanding the above, for countries where VAT is chargeable by Global Crossing on the sale and Customer has the ability to reclaim such VAT by deduction in a VAT filing, or by means of a refund claim made upon the national tax administration of the country of taxation, then Global Crossing shall add such VAT to the purchase price on Customer’s invoice. In addition, the invoices shall contain all necessary information to meet the legal requirements of the country of taxation to enable a valid deduction or reclaim of VAT, where applicable. Invoices, shipping notices, bills of lading, and receipts shall be mailed promptly after shipment. Payment of invoices shall not constitute acceptance of the Products. Where Customer shall be responsible for shipment to the country of destination, the country of origin for each Product sold to Customer shall be identified on the packing slip for the Product.

3. **Payment Terms.** Payment terms will be as specified in the Master Agreement.

4. **Delivery, Title and Risk of Loss.** Delivery of all Products shall be DDP (excluding VAT as specified in Section 2) Customer’s location as agreed by Customer and Global Crossing (Incoterms 2000). Risk of loss or damage to the Products shall pass to Customer when the Products are installed and accepted by Customer as part of the overall services delivered by Global Crossing, except for Products which Customer will ship to Excluded Countries referenced in paragraph 7 below, in which case risk of loss shall pass upon delivery to the initial Customer shipping location. Title to the Products shall pass to Customer upon payment in full of the purchase price for the Products.

5. **Packaging and Shipment:** Where the Products are being shipped to Customer (as opposed to delivered in person by Global Crossing), Global Crossing shall suitably wrap, box and/or crate the Products to protect against hazards of shipment, storage and exposure. All packages containing hazardous materials/dangerous goods shall be prepared in accordance with and comply with all applicable regulations.

6. Notwithstanding anything to the contrary in the Master Agreement, Customer acknowledges that:
- (a) all the Products to be provided by Global Crossing in countries in which Global Crossing has a local Affiliate company will be provided and installed by the Global Crossing Affiliate company in that country or, at Global Crossing's option, by Global Crossing Services Ireland Ltd. or its subcontractor;
  - (b) all the Products to be provided by Global Crossing in countries in which Global Crossing does not have a local Affiliate company will be (i) provided by the company that is a party to the Master Agreement and (ii) installed by Global Crossing Services Ireland Ltd. or its subcontractor; and
  - (c) all charges in respect of the supply and delivery of the Products will be invoiced by, and payable to, the applicable Global Crossing company as determined by reference to subsections (a) and (b) above.
7. Excluded Countries. Notwithstanding anything to the contrary in the Master Agreement, Customer acknowledges and agrees that Global Crossing shall have full discretion to decline to deliver Products to Customer in any specific country. In such circumstances, Global Crossing may agree, at its sole discretion to deliver Products to Customer in a different country and Customer may, subject to compliance at all times with the terms of Section 13.2 arrange to import those Products to such countries on its own terms and at its own expense.
8. Warranty. Notwithstanding anything to the contrary contained in the Master Agreement, the only warranty granted to Customer for the Products is the written limited warranty statement provided with the Products or, if no warranty statement is provided with a Product, the Limited Warranty Statement available at the following URL: [http://www.cisco.com/en/US/products/prod\\_warranties\\_listing.html](http://www.cisco.com/en/US/products/prod_warranties_listing.html) provided that Global Crossing also warrants that its provision of the Products to Customer is in compliance with all laws and regulations applicable to the provision of the Products by Global Crossing to Customer. The warranties contained herein shall apply in lieu of, and not in addition to, the warranties in the Master Agreement provided, however, that for all Products purchased hereunder which are maintained by Global Crossing pursuant to the SLA under the Master Agreement, the terms of such SLA shall apply in lieu of this provision with respect to such Products.
9. Warranty Disclaimer. Global Crossing's warranties are contingent upon the proper use and service of the Products in applications and with hardware and software for which the Products were intended (which would include all use in connection with Global Crossing's provision of Services for which the Products were purchased) and do not cover Products that have been modified without the prior written approval of Global Crossing or its authorized agents; that have been serviced by third-parties not authorized by Global Crossing; that have been subjected to adverse environments or to physical or electrical stress (through no fault of Global Crossing or its authorized agents); and/or that have had the original identification marks removed or altered (other than by Global Crossing or its agents). **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE MASTER AGREEMENT, OTHER THAN AS SET FORTH IN THESE TERMS AND CONDITIONS, GLOBAL CROSSING EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OR GUARANTY OF ABSENCE OF HIDDEN DEFECTS, ANY WARRANTY OF NONINFRINGEMENT, AND ANY WARRANTY THAT MAY ARISE BY REASON OF USAGE OR TRADE, OR COURSE OF DEALING.**
10. License. Global Crossing grants to Customer a personal, non-exclusive, non-transferable license to use, in object code form, all software and related documentation owned by or licensed by Global Crossing ("Licensed Material") which may be furnished to Customer and incorporated in the Products, and for use only with the applicable Products. Any Licensed Material furnished to Customer will not be reproduced or

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11. Intellectual Property Indemnity.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MASTER AGREEMENT, IF GLOBAL CROSSING'S AGREEMENTS WITH ITS SUPPLIER OF A PRODUCT PROVIDES FOR INDEMNIFICATION TO GLOBAL CROSSING FOR INFRINGEMENT BY THE PRODUCT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS THEN GLOBAL CROSSING SHALL SO INDEMNIFY CUSTOMER BUT IF GLOBAL CROSSING'S AGREEMENT WITH ITS SUPPLIER DOES NOT PROVIDE FOR SUCH AN INDEMNITY THEN GLOBAL CROSSING SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY OR HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY OR ALL DAMAGES AND COSTS INCURRED BY CUSTOMER ARISING FROM ANY CLAIM FOR INFRINGEMENT BY THE PRODUCTS OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS.

12. LIMITATION OF LIABILITY. **FOR THE AVOIDANCE OF DOUBT, THE LIMITATION OF LIABILITY IN THE MASTER AGREEMENT SHALL CONTINUE TO APPLY TO THE PROVISION OF THE SERVICES (INCLUDING, BUT NOT LIMITED TO, THE MANAGEMENT OF THE PRODUCTS) FOR SO LONG AS GLOBAL CROSSING CONTINUES TO MANAGE THE PRODUCTS FOR CUSTOMER UNDER THE MASTER AGREEMENT UNLESS THE CLAIM GIVING RISE TO THE LIABILITY AROSE SOLELY FROM THE PRODUCTS AND NOT FROM THE SERVICES IN WHICH CASE THE LIMITATION IN THE FOLLOWING SENTENCE SHALL APPLY. SHOULD GLOBAL CROSSING NO LONGER MANAGE THE PRODUCTS FOR CUSTOMER UNDER THE MASTER AGREEMENT THEN, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MASTER AGREEMENT, GLOBAL CROSSING'S ENTIRE AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS AND/OR THE PROVISION OF THE PRODUCTS SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCTS FOR WHICH THE ACTION GIVING RISE TO THE LIABILITY AROSE. THIS LIMITATION OF LIABILITY IS NOT PER INCIDENT.**

13. General. Customer hereby authorizes Global Crossing to disclose Customer's name, phone number and site locations to Cisco. Customer understands and acknowledges that Products may be subject to export control laws and regulations, and agrees that it shall not use, distribute, or transfer Products except in compliance with such export control laws and regulations (or licenses or orders issued pursuant thereto). For any maintenance services performed by Cisco for Global Crossing, Customer shall comply with all reasonable requirements or requests of Cisco.