

## Cisco WebEx™ Services (delivered by Global Crossing)

### Terms of Use

The provision of Cisco WebEx™ services, delivered by Global Crossing (“WebEx Services”) is subject to, and will be governed by, the terms of your Master Services Agreement, Retail Customer Agreement, or Carrier Service Agreement with Global Crossing. In the absence of any such signed service agreement, the following terms and conditions shall apply to the provision of Global Crossing Conferencing Services by Global Crossing (“we”) to the customer (“you”). By entering your account username and/or password and/or logging into the Global Crossing provided WebEx Services login portal, you agree that your use of WebEx Services will be subject to these terms and conditions.

1. Cisco WebEx services (delivered by Global Crossing) are full featured web conferencing services powered by market leader WebEx, partially integrated with Ready-Access. WebEx Services are available on (i) a shared site / usage only basis and (ii) a dedicated microsite basis, with various service options and billing options available. The following features are available as part of the services, but some features (including Ready-Access Dial Out feature) may not be available as part of any agreed trial of the Services:
  - Meeting Center Pro service; billing options include Named Host User Licenses, Full Deployment User Licenses, Large Rooms, Committed Minutes, Uncommitted Minutes, Shared Ports; Port Suite Bundles (Meeting Center including Training Center and/or Support Center).
  - Training Center service; billing options include Named Host User Licenses, Studio Slots, Shared Ports.
  - Support Center (aka Remote Support) service; billing options include Named Host User Licenses, Shared Ports, Service Desk Enterprise or Standard Named Host Licenses and Set Up Fees, Remote Access per computer, Asset Management per computer, Software Distribution per computer, Patch Management per computer, Virus Protection per computer, Bundles of various configurations (including any or all of the following - Remote Access, Asset Management, Software Distribution, Patch Management, Virus Protection) per computer Backup Management per bundle of GB storage.
  - Event Center service; Large Rooms, Shared Ports, Committed Minutes, Uncommitted Minutes.
  - Enterprise Edition service (includes any or all of the following – Meeting Center Pro, Training Center, Support Center, Event Center); billing options include Enterprise Named Host User Licenses, Enterprise Full Deployment User Licenses, SMB Full Deployment User Licenses, Enterprise Committed Minutes, Enterprise Uncommitted Minutes.
  - Additional fees that may apply to any of the service type/billing models above include Network Based Recording (NBR) - Committed Storage fees per GB, Network Based Recording (NBR) - Usage Storage fees per GB Incurred, PCNow Enterprise - per block of computers, PCNow Storage Committed fees per GB, Branding fees, Overage fees.
  
2. A minimum service term applies to the provision of certain WebEx Services, both when initially ordered and when and if subsequently renewed, as set out in the table below. You agree that on termination of the services before the end of the Minimum Term or Minimum Renewal Term, as applicable, either (i) by you other than pursuant to your right to do so under these terms because of our breach, or (ii) by us because of your breach, you shall pay one hundred percent (100%) of the monthly recurring charges remaining through the end of the applicable Minimum Term or Minimum Renewal Term. You agree that the termination fees provided for in this sub-section are based on an agreed revenue expectation and are not a penalty.

WebEx Service type	Minimum Term (Initial order)	Minimum Renewal Term
Named Host >= 50 Hosts	Twelve Months	Six Months
MC Active Host	Twelve Months	Twelve Months
Connect & EC Large Room	Twelve Months	Six Months
All Full Deployment Offers	Twelve Months	Twelve Months
EE Named Host & MC 200 named Host	Twelve Months	Twelve Months
EC Campaign	Six Months	No Minimum Renewal Term
All Other Service types	Three Months	Six Months

3. Subject only to us agreeing otherwise in an Order Form for WebEx Services, at the end of the initial service term for which you order the above WebEx Services (or, in the case of WebEx Services to which a Minimum Term applies, at the end of that Minimum Term), the term for those services will automatically renew for the Minimum Renewal Term indicated in the table above, unless you provide written notice to us, at least forty five days prior to the end of the then current term, that you do not wish to renew your order for those services.
4. Invoices for all charges incurred in connection with the WebEx Services are due and payable thirty days from date of invoice, in the manner set out in our invoice. In the event of non-payment, we may suspend or terminate WebEx Services forthwith on notice to you. Invoiced amounts not disputed within forty-five (45) days of invoice date are conclusively deemed undisputed and accepted by you. Charges are waived for the duration of any agreed trial of the WebEx Services.
5. We warrant that we will perform WebEx Services with reasonable skill and in a workmanlike manner and will use reasonable efforts to restore the services in the event of a failure, but make no other warranty or guarantee, express or implied, under these terms or otherwise, and we expressly disclaim all other warranties or conditions, express or implied, including, but not limited to, any implied warranties or conditions of merchantability, satisfactory quality, and/or fitness for a particular purpose.
6. You shall not reverse engineer or decompile any Global Crossing or subcontractor application programming interfaces that enable us to integrate the WebEx Services into our conferencing services and/or receive or generate billing data.
7. You agree to comply with our Acceptable Use and Security Policies (collectively, the "Policy"), as set out at <http://www.globalcrossing.com/aup/>.
8. The services shall not be resold, distributed, used for any commercial purposes, used on a timeshare or service bureau basis, or used to operate a web-site or otherwise generate income except in the ordinary course of your business.
9. Your use of a user identification or screen name issued by American Online ("AOL") or its affiliates (in connection with WebEx 'Connect' service, if purchased by you, shall be governed by the AOL Network Registered User Terms of Service: <http://about.aol.aolnetwork/terms>) use.
10. Limitation of Liability: Our entire liability for all claims of whatever nature (including claims based on negligence), arising out of or in connection with the provision of the WebEx Services, including, but not limited to, damage to real or personal property, and not caused in whole or in part by you or any third party, shall not exceed, in each case, the amount paid by you to us for the Services in the six months immediately prior to such a claim arising, provided only that the foregoing limitation shall not apply to death or personal injury caused by us, or any other liability which may not by applicable law be excluded or limited.
11. Exclusion of liability: In no circumstances shall we, our subcontractors or agents be liable for third party claims against you for damages or for any delay, loss damage or service failure, attributable to any service, product or actions of any party other than us, our employees or agents, even if informed of their possibility and regardless of the form of action, whether in contract, warranty, strict liability or tort, including, without limitation, negligence of any kind whether active or passive.
12. You acknowledges and agree that as between you and us, you are solely responsible for the content of all visual, written and/or audible communications exchanged or transmitted in the course of using the WebEx Services ("Content"), and agree that (i) we are only an intermediary for the transmission of Content, (ii) that we play a passive role as a conduit of Content for you, (iii) that we are neither permitted by you to, or otherwise able to, exercise any editorial or other control over any Content and (iv) that we neither initiate the transmission of Content, select the receivers of Content, nor monitor, select or modify Content.
13. In no circumstances shall either we, our subcontractors or agents, or you be liable to the other for indirect, consequential, reliance or special loss or damages or for any lost revenues, lost savings, lost business opportunity or lost profits of any kind.

14. These terms are not intended to be for the benefit of any third party, are not enforceable by any third party, and will not confer on any third party any remedy, claim, right of action or other right.
15. You acknowledge that elements of the WebEx Services, including, but not limited to, the recording of conferencing calls, may be subject to laws and regulations in the jurisdictions in which those services are provided or used, including privacy laws and export control laws. You undertake to comply fully with all such applicable laws in your use of the WebEx Services.
16. The validity, interpretation and performance of these terms will be governed by the laws of the State of New York, USA.