



SPECIFIC SERVICE TERMS AND SLA FOR ENTERPRISE CONFERENCING SERVICES

Global Crossing Conferencing Services. These are the service terms for Global Crossing's Enterprise Conferencing Services (Audio, Web & Video), (the "Services") which apply to Enterprise Conferencing Services provided 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 and Global Crossing. Initial capitalized terms not defined below or otherwise in these terms and conditions have the meanings given to them in the Master Agreement.

1. General

- 1.1 Global Crossing offers three types of Conferencing Services: Audio Conferencing, Web Conferencing and Videoconferencing. Rates and Charges for the Services, the Initial Term for which they are ordered, any Minimum Usage Guarantee and specific features requested by the Customer will be set out on an Order Form or pricing schedule.
- 1.2 Global Crossing's conferencing services are made available to the Customer on a 24-hour, seven (7) days per week, 365 days a year basis by contacting Global Crossing Conferencing Services using the toll-free customer telephone number provided to by Customer, or by email.
- 1.3 Customer agrees that during the term of this Appendix, for any ordered Conferencing Service, Global Crossing will be used as its primary supplier of that type of conferencing service.
- 1.4 Customer agrees to allow Global Crossing to identify Customer as a client in its marketing communications materials for any ordered Conferencing Service.

2. Minimum Usage Guarantee & Billing

- 2.1 If any of the rates or charges for Global Crossing Conferencing Services to be provided to Customer are conditional upon a specific monthly usage/volume commitment or guarantee relating to the use by Customer of those Conferencing Services (a "Commitment"), the amount of that Commitment, as agreed with Customer, will be set out in the Order Form for the Service. Unless otherwise agreed in writing between the parties, only usage of Global Crossing conferencing services described in these terms will count towards satisfaction of a Commitment. In such circumstances, Customer agrees that if its use or purchases of Global Crossing Conferencing Services should be less than the Commitment amount for the relevant period, Customer will pay Global Crossing a shortfall charge (the "Shortfall Charge") calculated in the following manner:
 - 2.1.1 in the case of a dollar (or other currency) based Commitment, an amount equal to the Commitment amount applying for the relevant period (i.e. month or year) less all charges (excluding taxes and surcharges) paid by the Customer for the Services during the applicable period; and
 - 2.1.2 in the case of a Commitment based on minutes of usage, an amount equal to the shortfall by which the Customer missed the Commitment amount, multiplied by the applicable per minute rate for the applicable Conferencing Service(s).
- 2.2 Customer agrees that the Shortfall Charge provided for in this Section is a reasonable approximation of the benefit of Global Crossing's agreeing to provide Customer with the Service(s) at the agreed rates, and is not a penalty.
- 2.3 Billing. All charges for conferencing services provided under these terms and conditions will be invoiced as follows:
 - 2.3.1 For US customers, all charges will be billed by Global Crossing Telecommunications Inc.; all charges will be invoiced and payable (at Customer's option) in USD, GBP, EURO or CAD;
 - 2.3.2 For EU customers, all charges will be billed by Global Crossing Europe Limited; all charges will be invoiced and payable (at Customer's option) in USD, GBP, or EURO;
 - 2.3.3 For Canadian customers, all charges will be billed by Global Crossing Telecommunications (Canada) Limited; all charges will be invoiced and payable (at Customer's option) in USD or CAD; and
 - 2.3.4 For customers in the Latin Americas region, all charges will be billed by the Global Crossing company that is a party to the master agreement or other service agreement with Customer under which the services are provided; all charges will be invoiced and payable in USD unless otherwise agreed in writing between the parties or otherwise required by local law.

3. Audio & Web Conferencing

- 3.1 Global Crossing provides the following Audio and Web Conferencing Services:
- 3.1.1 Ready-Access®: Global Crossing's subscription-based audio conference service, offering shared-port, reservation-less, automated audio conference calls. Subscribers are assigned permanent access numbers and pass-codes to facilitate conference calls without operator involvement.
 - 3.1.2 Auto Event Call: An access method for reserved audio conference calls by which participants call into at least two toll or toll-free numbers and drop directly into conference in either a listen only or an interactive mode. This reservations-based service is completely automated; an operator is available for technical difficulties. This Event Call type does not support a managed Q&A session or any of the other additional/enhanced features associated with audio conferencing.
 - 3.1.3 Event Express: A reservations-based audio conference service. Participants are issued at least two toll/toll-free dial-in numbers and a separate speaker dial-in number. At least sixty percent (60%) of participants dial -in to the Bridge and join the conference call in listen only mode, without the ability to actively participate. Remaining participants dial-in on a different number, are answered by a Global Crossing operator, placed into the conference call, and can actively participate in the call. A Global Crossing operator monitors the conference call and can conduct a managed Q&A session. All additional/enhanced services associated with audio conferencing are supported on this call type.
 - 3.1.4 Event Call: A high profile audio conference call, such as an earnings release. This call is accessible via toll or toll-free access and is fully operator-monitored. Participants are issued at least two toll/toll-free dial-in numbers and a separate speaker dial-in number. All participants are answered by a Global Crossing operator, placed into the conference call and can actively participate in the call. A Global Crossing operator monitors the conference call and conducts a managed Q&A session. All additional/enhanced services associated with audio conferencing are supported on this call type.
 - 3.1.5 Event Call Dial-Out: A high-profile audio conference call utilizing the Global Crossing operator to dial-out to all participants to connect them to the conference call. All additional/enhanced services associated with audio conferencing are supported on this call type.
 - 3.1.6 Global Crossing's Event Call Director: An online tool providing enhanced conference control and management of an Event call by enabling the meeting organizer to view live who has joined the call, view and manipulate the question and answer session, and chat with the conference operator.
 - 3.1.7 Ready-Access Web Meeting: A Ready-Access feature enabling the end-user customer to manage their meetings on-line, change account options, hold a Web conference to share presentations and applications with participants, record visual applications synchronized with the audio conference, and store files online. Where Customer has ordered Ready-Access Web Meeting on a periodic named user license basis (e.g., monthly billing associated with a particular subscriber), Customer agrees that it will only use Ready-Access Web Meeting for its internal business purposes; provided, however that Customer may permit its customers, agents and subcontractors to use the Ready-Access Web Meeting to the extent that such third parties are not directly profiting from such services. Where Customer has ordered Ready-Access Web Meeting on a periodic named user license basis, Customer agrees that it will not resell, sublicense or redistribute Ready-Access Web Meeting to any third party or use Ready-Access Web Meeting on a timeshare or service bureau basis or to operate a website or otherwise generate income from Ready-Access Web Meeting.
 - 3.1.8 Ready-Access Scheduler for Microsoft Outlook® calendar: A Ready-Access feature that integrates Global Crossing audio and Web conferencing with the Microsoft Outlook® calendar. The Chairperson can create invitations in Outlook® that automatically include dial numbers and instructions for joining the audio conference and direct links for participants to join a Web conference and check their browser configuration prior to the meeting. Scheduler also includes a Web Meeting button on the Chairperson's desktop that automatically logs them into the Web Meeting.
 - 3.1.9 Ready-Access Record: An on-demand Ready-Access feature that is fully integrated with Web Meeting. The Chairperson can start and stop the recording using telephone touch tone commands or select a button on the Web Meeting screen. Recordings are automatically synchronized with visual information presented in a Web conference and are stored online in an Archive management system. The Chairperson can email or place a URL link on the Internet/Intranet for participants to playback the file online using a Flash player. The Chairperson may also add access security codes, receive playback reports and download recordings to store them on their desktop.

3.1.10 Cisco WebEx™ Services, delivered by Global Crossing:

- (a) Full featured web conferencing services, partially integrated with Ready-Access. Cisco 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 as set out below. Details of the specific service elements and billing options selected by Customer will be set out on an Order Form for Cisco WebEx 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, and 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.
- (b) A minimum Service Term applies to the provision of certain Cisco WebEx services, both when initially ordered and when and if subsequently renewed, as set out in the table below. Notwithstanding anything to the contrary in the Master Agreement or otherwise in these terms, Customer agrees that on termination of these Services before the end of the Minimum Term or Minimum Renewal Term, as applicable, either (i) by Customer other than pursuant to Customer's right to do so under the Master Agreement or these terms because of Global Crossing's breach, or (ii) by Global Crossing because of Customer's breach, Customer shall pay one hundred percent (100%) of the monthly recurring charges remaining through the end of the applicable Minimum Term or Minimum Renewal Term. Customer agrees that the termination fees provided for in this sub-section are based on an agreed revenue expectation and are not a penalty.

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

- (c) Notwithstanding anything to the contrary in the Master Agreement, and subject only to the parties agreeing otherwise in an Order Form for Cisco WebEx services, at the end of the initial Service Term for which Customer orders the above Cisco WebEx services (or, in the case of the 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 Customer provides written notice to Global Crossing, at least forty five days prior to the end of the then current term, that it does not wish to renew its order for those services.
- (d) The use of WebEx services is subject to territorial restrictions as follows:
- Customer shall not reverse engineer or decompile any WebEx application programming interfaces that enable Global Crossing to integrate access to Cisco WebEx service features into Global Crossing's Services and/or receive or generate Customer billing data;

- Cisco WebEx 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 Customer's business.
- Customer's use of a user identification or screen name issued by American Online ("AOL") or its affiliates (in connection with Cisco WebEx 'Connect' service, if purchased by Customer, shall be governed by the AOL Network Registered User Terms of Service: <http://about.aol.aolnetwork/terms>) use.
- Notwithstanding anything to the contrary in the Master Agreement, Global Crossing's obligations (under the Master Agreement) to indemnify Customer in respect of claims that its Services infringe the proprietary rights of a third party shall apply, in respect of Cisco WebEx services, only to claims that the Cisco WebEx services infringe a copyright or patent existing in the United States, an EU Member State, Norway, Switzerland, Canada, Japan, New Zealand, Australia, Hong Kong, or Singapore, or a Latin American Country in which Global Crossing provides such services to Customer.

3.1.11 Microsoft Office Live Meeting (offered by Global Crossing): A full featured web conferencing service powered by Microsoft, offering the familiar look and feel of Microsoft Windows® Live Meeting is fully integrated with Ready-Access; a subscription to Ready-Access service is required in order to use Live Meeting service. Live Meeting Named User Licenses ("Licenses") are ordered for a minimum period of one year, the related charge is payable either once annually or in monthly installments. Notwithstanding anything to the contrary in the Master Agreement, at the expiry of the initial Service Term (and/or any renewal term(s)) for which Licenses are ordered by Customer, the term for those Licenses will automatically renew for successive twelve month terms (and Customer will be liable for the charges for those Licenses for the full new twelve month term), unless either (a) Customer provides written notice to Global Crossing at least forty five days prior to the expiry of the then current term that it does not wish to renew those Licenses or (b) the Licenses expire after July 1, 2011 where, in each such instance, there shall be no renewal term. The use of Live Meeting services is subject to territorial restrictions as follows:

- For purposes of these service terms, the term "VoIP Functionality" shall mean the functionality that is activated when the following feature in the "Audio/Video Policies" section of Live Meeting 2007 is activated: "Enable computer audio conferencing from this Conference Center".
- When VoIP Functionality is disabled, Live Meeting services may be used in any country in the world, except those countries where the exportation or use of Live Meeting services is prohibited by applicable law or regulation. As of March 31st, 2008, such prohibited countries include but are not limited to Cuba, Iran, North Korea, Sudan, and Syria
- When VoIP Functionality is enabled, Live Meeting services may be used only in the following countries: Argentina, Australia, Brazil, Canada, Chile, Colombia, Cyprus, Czech Republic, Denmark, Ecuador, Estonia, Finland, France, Greece, Guatemala, Hong Kong, Iceland, India, Indonesia, Ireland, Italy, Israel, Japan, Kuwait, Latvia, Luxembourg, Malaysia, the Netherlands, New Zealand, Norway, Peru, Russia, Singapore, Slovakia, Sri Lanka, South Africa, Sweden, Taiwan, Turkey, Ukraine, United Kingdom, United States & Venezuela (collectively, the "Approved Territory").
- Global Crossing reserves the right to modify the Approved Territory at any time upon written notice to Customer, which may include an email to Customer's designated point of contact for service related issues.
- Customer agrees to indemnify and hold Global Crossing harmless from all third party claims, and to pay any related liabilities, fines, penalties, damages, and expenses of any nature (including reasonable attorneys' fees and costs) arising out of or relating to Customer's use of Live Meeting services VoIP Functionality outside of the Approved Territory.
- If at any time Global Crossing becomes aware of Customer's use of Live Meeting services in breach of the terms of this Section, Global Crossing shall have the right to immediately terminate the provision of Live Meeting services to Customer or, at its discretion, to disable VoIP functionality of the Live Meeting services provided to Customer.
- For the avoidance of doubt, any and all use of Live Meeting services by any person using access codes issued to Customer shall be deemed use of the Live Meeting services by Customer for the purposes of this Section.
- These service terms shall apply to the provision of Live Meeting services to Customer in addition to any terms applying under Microsoft's Terms of Service relating to Live Meeting services which Customer shall be required to accept and agree to as part of the login process for Live Meeting services.

3.2 Global Crossing's Ready-Access conferencing system and network are designed to meet P.01 grade of service. Global Crossing shall take all reasonable measures to ensure port availability; however, Global Crossing does not guarantee port availability in the shared port Ready-Access service. Availability is on a first-come, first-serve basis. Consistent monitoring of port utilization enables Global Crossing to proactively increase capacity to meet customer demand.

- 3.3 **Features:** The table below sets out the features generally available as part of Global Crossing’s standard packages for Audio & Web Conferencing Services, listed by service, for attended and unattended conference calls. (An “X” denotes inclusion of the specified feature for that call type.) The feature list below is non exhaustive and certain features are subject to availability. Feature availability is subject to change. Additional charges, as set out in the Order Form apply to these features where indicated below.

		Ready-Access	Automated Event	Express Event	Event Call
CONFERENCE CALL COMPONENTS	Call Size	8, 16, 24, 35, 50, 60, 75, 96, or 150 lines	3 – 500+	3 – 500	3 – 3,000+
	Operator Availability	Technical assistance	Technical assistance	100% Operator Monitored	100% Operator Monitored
	Reservation Confirmation		X	X	X
	Access with a Passcode	X		Partial	X
	Customized Introduction	Greeting*	Semi-Custom	Semi-Custom	Semi-Custom
	Dial in on a Toll Number	International Participants	X	X	X
	Dial in on a Toll-free Number	X	X	X	X
	Enhanced Services Availability	As Indicated		X	X
	Listen-only Mode	Chair/Part. Controlled	X	X	X
	Music While on Hold	X	X	X	X
	Operator Access	X	X	X	X
	Operator Dial Out	Chairperson	Partial	X	X
	Operator Greets All Callers			Partial	X
	Q&A Session Coordination			Selected Participants	X
	Roll Call	Automated		Partial	X
	Security Screening	Automated		Partial	X
Standard Introduction			X	X	
Standing Reservation	X	X	X	X	
Web Meeting	X				
ADDITIONAL SERVICES (ADDITIONAL CHARGES APPLY)	Ready-Access Web Meeting**	X	X	X	X
	Ready-Access Scheduler for Microsoft Outlook® Calendar	X			
	Microsoft Office Live Meeting (offered by Global Crossing)**	X	X	X	X
	Cisco WebEx services**	X	X	X	X
	Participant Notification	(Scheduler)		X	X
	Communication Line			X	X
	Participant List (faxed or e-mailed)			Partial List	X
	Recording/Taping	(Record on demand)		X	X
	Conference Playback	X		X	X
	Taped Conference Rebroadcast			X	X
Transcription			X	X	

Notes: * Available subject to additional conditions.

**Ready-Access Web Meeting, Global Crossing Live Meeting and Cisco WebEx services are only integrated with Ready-Access but they may be used as a stand-alone service with Event call types.

- 3.4 **Pricing:** Charges for Global Crossing Audio & Web Conferencing Services are per minute, per line, and include toll, toll-free, dial-out, and bridging charges. International dial-out charges are additional for all call types. Call time is measured in one (1) minute increments from when a conference participant is connected to a Bridge for a conference until the time that conference participant is disconnected from that Bridge.

- Ready-Access: Toll-free, Dial-Out
- Auto Event Call: Toll and Toll-Free
- Event Express Call: Toll, Toll-Free, and Dial-Out
- Event Call: Toll, Toll-Free, and Dial-Out

- Ready-Access Web Meeting: billing options include, per participant per minute usage based charges, or periodic named user license models (e.g., monthly billing associated with a particular subscriber).
- Microsoft Office Live Meeting (offered by Global Crossing): billing options include usage based, seat based and named user license models.
- Cisco WebEx services: per participant per minute usage, named host and port based license models.
- Ready-Access Scheduler: No charge
- Ready-Access Record: Setup fee, file hosting fee and additional playback charges apply

Charges for all Audio & Web Conferencing services, including any ancillary charges for additional services or features ordered by Customer, will be set forth on the Order Form for the Service (collectively "Charges"). Billing for all elements of Global Crossing Audio & Web Conferencing Services is in arrears.

- 3.5 Customer understands that the Charges applying to the Service are reflective of the charges levied on Global Crossing by third party providers ("Third Party Charges") who terminate calls to numbers on networks owned and/or operated by those and other third party providers, and that those Third Party Charges may be subject to change during the term for which the Service is to be provided by Global Crossing to Customer. Accordingly, Global Crossing reserves the right, upon three calendar days' written notice, to increase the Charges applying for calls made to specific call destination regions and/or to change Charges based on changes to Third Party Charges, which revised Charges shall take effect at the expiry of the three day notice period.

4. Videoconferencing

- 4.1 Global Crossing's videoconferencing service provides a fully managed videoconferencing solution allowing for visual collaboration between two or more sites. Videoconferencing service is made available to Customer either on a Reservations Basis or via Global Crossing's Dial Through Gateway feature as follows:
- 4.1.1 **Reservations Basis:** Customer contacts Global Crossing Conferencing Services to schedule a videoconferencing call either by using a web based reservation system, by assigned telephone number, by email, or by fax. Global Crossing shall provide confirmation by e-mail or facsimile to a designated reservation site or sites, within an appropriate timeframe, based on a request for a Videoconference conference from customer. Videoconferencing calls may be either Multipoint (\geq 3 sites) or Point-to-Point (two sites). In either case, Global Crossing video operators dial out to each scheduled Customer site and/or Customer dials into the videoconference call from each location. Global Crossing video operators will perform a "Meet-and-Greet" with all of the connected Customer sites prior to the call start time (actual set up time is captured in the customer reservation) and then the Video Operator begins the call and continuously monitors the call connectivity for issues. A summary of the services provided by Video Operators is as follows:
- Before the call - reservations via phone, fax, e-mail, or a proprietary Interactive Web Reservations (IWR) portal
 - During the call - dial out to sites, "Meet-and-Greet" sites, bridge IP & ISDN sites, monitor connectivity, trouble resolution of dynamic issues, and bridging ISDN to IP calls or vice versa (hybrid calls)
 - After the call - Online video reports, flexible billing options, and trouble ticket reporting.
- 4.1.1.1 **Hosted Video Bridge Services:** Global Crossing will provide video bridge services for multi-point videoconferences using Global Crossing owned and hosted bridges. All service features described in Sections 4.4 and 4.5 below are available on Global Crossing owned and hosted video bridging equipment. Global Crossing hosted bridge services are available to provide failover capability for Customer meetings as well as other features not supported on Customer owned video conferencing bridging equipment managed by Global Crossing as described in the following Section.
- 4.1.1.2 **Managed Video Bridge Services:** Global Crossing will provide video bridge services for multi-point videoconferences using Customer owned video conferencing bridging equipment. In order to avail of this Service feature, each sites at which Customer owned video conferencing bridging equipment is to be managed by Global Crossing must be provisioned with a Global Crossing Converged IP Service IPVPN port to facilitate remote connection to the equipment to be managed by Global Crossing. Customer is responsible for configuring and ensuring that such remote access remains available Global Crossing will manage scheduled meetings accounting for the number of ports provided on the Customer provided bridges. AES encryption, Continuous Presence, and cascade ports (as described in Sections 4.4 and 4.5 below) will be supported on Customer provided bridges.
- 4.1.2 **Dial Through Gateway:** This feature enables IP/VPN or ISDN sites to directly dial to other IP/ VPN or ISDN sites via self launching calls on the hosting zone bridges. These calls are reservation-less, allowing users to directly set up and

launch videoconferencing calls, utilizing Global Crossing's MCU/gateway between two sites. These calls are automatically established and disconnected by the user without having to use Global Crossing conferencing Services to schedule, establish or terminate a video conference call. The dial through Gateway feature is only available at Customer sites at which Customer has ordered an IP VPN port with premium class of service (CoS).

- 4.2 The following three transport methods are available for Global Crossing videoconferencing services:
- **ISDN**: Videoconferencing calls originate and terminate 'end to end' on third party provided ISDN circuits.
 - **IP Video**: Videoconferencing calls are delivered over Global Crossing's IP VPN Network using Customer's Internet standards based end point equipment. As a condition of this service, Customer must order an IP VPN port with premium class of service (CoS) at each site at which it wishes to use IP Video service. This service provides inherently secure access over Global Crossing's private MPLS network with packet prioritization to ensure video and voice quality. Customers may choose to deploy this service as either an overlay network or as a converged IP (data/voice/video) solution.
 - **Public Internet**: Videoconferencing calls are delivered via the public Internet into Global Crossing's video hosting zone for connectivity to Global Crossing's video bridges. Due to the inherent nature of the public Internet, videoconferencing calls delivered by the public Internet are delivered "as is" without any warranties or service level guarantees of any kind.
- 4.3 Global Crossing shall prepare and deliver to Customer a report on any technical difficulty encountered during a videoconferencing call, for use by Customer or Customer's equipment vendor(s).
- 4.4 The following optional features are available in connection with Global Crossing videoconferencing Services, whether accessed on a Reservations Basis or via Global Crossing's Dial Through Gateway feature. Additional charges may apply to the use of some or all of these features, as specified in the Order Form:
- 4.4.1 **Transcoding**: Transcoding provides a mechanism to convert a video stream from one format to another. This is required when endpoints with different capabilities participate in a videoconference. Global Crossing provides the following;
- network: IP (H.323) to ISDN (H.320)
 - Resolution CIF or QCIF, Enhanced QCIF, high definition
 - Video algorithms: H.261, H.263, H.264 (proprietary)
 - Frame Rates: 7.5 FPS to 30 FPS
 - Audio algorithm G. 711, G. 722, G.722.1, G.722.1 Annex C (Siren-14) G.723, G.728.
- 4.4.2 **Speedmatching**: is a subset of transcoding. Network rates: 128K up to 2 mpbs
- 4.5 The following optional features are available in connection with Global Crossing videoconferencing Services, only when accessed on a Reservations Basis. Additional charges may apply to the use of these features, as set out in the Order Form:
- 4.5.1 **AES Encryption (Advanced Encryption Standard)**: Supported in all types of ISDN and IP video conferences. Communication to and from audio-only PSTN participants cannot be encrypted.
- 4.5.2 **Cascade Port**: Videoconferencing feature facilitating a video link line between two bridges. This option may be requested by customers in lieu of connectivity between multiple sites on one bridge.
- 4.5.3 **Continuous Presence**: Videoconferencing feature enabling videoconference call participants to view multiple sites on a video screen at the same time. Various screen view combinations are available.
- 4.5.4 **Director Control**: Videoconference feature facilitating the provision by Global Crossing of a dedicated Video operator to dynamically change the video and audio controls based on a designated customer request. The operator receives commands from the customer contact and dynamically switches the video to the requested view.
- 4.5.5 **CD-Rom / VHS / DVD Recording**: At Customer's request, Global Crossing can record videoconference calls on CD-Rom, VHS or DVD.
- 4.5.6 **Event View Meeting**: provides an operator-assisted video call which may include an audio add on.

- 4.5.7 **Hybrid Meeting Audio add-on:** Videoconferencing feature enabling individuals to participate in a videoconference via audio only. The following meeting options are available:
- Operator assisted
 - Operator unassisted
 - Communication line
 - Link Line: dial in (includes toll, toll-free, dial in, toll-free dial out, and toll dial-out within North America)
 - Link Line: dial out (North America only)
- 4.5.8 **V-Link:** (Satellite download);, Provided by third party subcontractors to Global Crossing, the V-Link solution provides a gateway service to relay (KU and C-Band) satellite broadcast programs to videoconference sites. The service supports H.320 and H. 323 standards-based videoconferencing system, providing a signal at a customer-selected data rate from 129K up to 15 Mbps. This is a unidirectional (one-way) service.
- 4.6 **Dedicated Scheduling Bureau:** Dedicated Scheduling Bureau service is a full outsourcing solution for managing a videoconferencing room network. The service includes scheduling of Customer's video rooms and equipment worldwide. Global Crossing books the meeting, verifies meeting room availability, and sends confirmations to all site administrators.
- 4.6.1 If selected by Customer, Global Crossing shall dedicate a team of Scheduling Bureau Consultants ("SBCs") to accommodate Customer's needs. The SBCs will support the Customer to establish account information, guidelines and requirements, and will be knowledgeable on each Customer site listed within the database. Customer is responsible for making up-to-date information available to Global Crossing about its sites. Global Crossing will proactively work with the Customer POC to update the Customer site information on an annual basis. The SBCs will be the primary scheduling/reservations points of contact, responsible for organizing Customer's site information and having all specific data readily available for questions 24-hours a day. During off hours trained Operators will be available to accommodate Customer requests.
- 4.6.2 The Customer point of contact ("POC") will contact Global Crossing Conferencing Services to schedule the use of video rooms for point-to-point videoconferences, multipoint videoconferences and any other function that requires occupation of the videoconference rooms. Global Crossing guarantees confirmation within a timeframe appropriate to the start of the meeting, by e-mail or facsimile to a specified contact at each participating endpoint, as well as the meeting reservationist, after receiving a request from Customer. Standard Dedicated Scheduling bureau service offers a Personalized Direct Dial (toll and toll-free) number and greeting and Personalized Email Address for reservations correspondence.
- 4.6.3 Global Crossing will:
- Coordinate public room usage for the Customer, including locating and scheduling the room, accepting bills from room broker, and billing Customer back without markup on invoice.
 - Store information regarding the Customer's videoconference sites, Customer's clients' sites, Customer internal billing information (i.e., P.O. numbers, charge codes, chairperson name, participant names) within each meeting record.
 - Coordinate Hybrid Meetings with Global Crossing's Audio Conferencing service.
 - Send confirmations of new meetings, meeting changes, and meeting cancellations to Customer reservationist.
- 4.6.4 Global Crossing Conferencing operators will not manage meeting schedules for Customer rooms, nor contact rooms to obtain site information or availability that are not a part of the Dedicated Scheduling Bureau service.
- 4.6.5 The Customer POC will receive a monthly Scheduling Report from the Global Crossing account manager including the following:
- Number of Meetings Scheduled, Number of Meetings Canceled, Number of Meetings Executed.
 - Troubled Meeting Information (breakdown by cause).
 - Detailed Bridge, Network, and Scheduling Charges.
 - Miscellaneous Charges (videotaping, Codec conversions, VLink, audio add-ons, etc.).
 - International vs. Domestic Minutes.
- 4.6.6 The following conditions apply to the provision of Dedicated Scheduling Bureau Service:

- Customer must turn over all scheduling control of all participating video conference rooms to Global Crossing.
- Customer must enter into a minimum multipoint bridging service agreement with Global Crossing Conferencing Services.
- Global Crossing Conferencing Services will not schedule “bridged” meetings that do not take place on a Global Crossing bridge.

4.7 **Videoconferencing Suite Service:** Videoconferencing Suite Service consists of the reservation of videoconferencing suites (“Suites”) together with the provision of videoconferencing equipment (if requested) to facilitate the placing of videoconferencing calls using Global Crossing’s videoconferencing services described above. Suites are provided via third party subcontractors to Global Crossing and are available for reservation on an hourly basis. Suites are either Standard or High Definition video capable on either IP or ISDN networks. Additional service features include the provision of audio conferencing systems, rental of DVD/VHS players and provision of refreshments. Suites can be reserved using Global Crossing’s interactive Web Reservations (IWR) tool or by e-mail and/or phone calls to the Global Crossing videoconferencing operations center. For Suites in the United States, Global Crossing will confirm availability and pricing for requested suite(s) by email with two (2) hours of receipt; for suites outside the US, availability and pricing will be confirmed within forty-eight (48) hours. Cancellation charges apply if Suite reservations are cancelled by Customer for any reason following confirmation of availability by Global Crossing. Cancellation terms vary by location; cancellation terms for the particular Suite(s) reserved by Customer will be confirmed in the confirmation email issued by Global Crossing.

4.8 **Customer Video Endpoint Management Service:**

4.8.1 **Standard Monthly Management Service (MM).** This service consists of the following elements; pricing for all service elements will be set out in the Order Form:

4.8.1.1 *Customer Video Equipment Monitoring*

- Up/Down Status (five minute interval polling)
- Testing of equipment upon customer request for delay, jitter and packet loss.
- Customer Notification of equipment failure.

4.8.1.2 *Web Portal/Reporting*

- Web portal used for web address book.
- Video Performance reports

4.8.1.3 **Failure Notification:** Notification of failure in Customer video equipment is available only for Customer devices that are always in an on-state (i.e., not supported for mobile endpoints). Customers who turn-off or move their video equipment twice within a rolling 30 day period will not receive equipment failure notification for that device (but may avail of the other features provided).

4.8.1.4 **Fault Resolution:**

- Notification: Global Crossing will call the Customer and assist in troubleshooting following the occurrence of one of the following events:
 - Customer equipment cannot connect to a conference.
 - Customer equipment does not transmit video and/or audio.
 - Customer experiences degradation in video and/or audio signals.
- Troubleshooting: Upon the occurrence of one of the events above, Global Crossing will contact Customer to troubleshoot the issue(s). In addition, Customer may contact Global Crossing for assistance in troubleshooting the following issues:
 - Problems in Initiating or receiving videoconferencing calls
 - Customer equipment connecting at lower bandwidth than required.
- Equipment Reboot: Upon customer request or upon troubleshooting, Global Crossing will remotely reboot the Customer’s equipment (available for Polycom and Tandberg equipment only).

4.8.1.5 **Third party maintenance dispatch:** Global Crossing can provide a third party maintenance dispatch service for Customer video equipment covered by an active (current) maintenance agreement with the following third party manufacturers: Polycom, Tandberg, Lifesize and/or Sony. Global Crossing shall diagnose Customer video equipment

issues with the Customer, and, upon determination that repair or replacement is required shall contact the third party manufacturer and arrange for that manufacturer to repair or replace the equipment in accordance with the applicable maintenance terms. As a condition of this Service element, Customer must furnish Global Crossing with letter(s) of agency authorizing Global Crossing to act on its behalf as and where necessary to liaise with Polycom, Tandberg and/or Sony, as applicable.

- 4.8.1.6 **Codec Updates:** Software updates pushed to codecs (for Customer equipment covered by current (active third party vendor maintenance agreements).
- 4.8.2 **Advanced Video Equipment Management (Video Endpoint Management – Custom):** This service consists of the elements described in section 4.8.1, together with the following; pricing for all service elements will be set out in the Order Form:
- 4.8.2.1 Central Address service
- Pushes a customer’s address book to endpoints that are monitored.
- 4.8.2.2 Maintenance Contract Update: Global Crossing will update customer’s equipment manufacturer maintenance agreement for endpoints with available manufacturer maintenance support.
- 4.8.3 **Customer Video Equipment Maintenance Service.** Two service options (each with a different pricing option applying) are available, as follows:
- 4.8.3.1 **Remote Maintenance** (Video Endpoint Management – MMM – Monthly Management and Next Business Day remote Maintenance). Pricing for this service feature will be set out in the Order Form. As and when required, Global Crossing will arrange to ship replacement components for failed customer video equipment to the Customer premises and will then work with the Customer remotely via telephone to assist the Customer in replacing / installing that component. For maintenance requests received by Global Crossing before 3.00 p.m. local time, replacement units will be shipped for delivery by 11.00 a.m. local time on the next Business Day (provided next day delivery services are available in the applicable region).
- 4.8.3.2 **On Site Maintenance** (Video Endpoint Management – MMM+OS -- Monthly Management and On-Site Maintenance): On-site maintenance service comprises the following elements, pricing for this service feature will be set out in the Order Form:
- Dispatch service personnel next business day, if necessary (and if available in the applicable region).
 - Fault part/equipment replacement and system operational testing within four hours of delivery of replacement parts.
 - Verification, with Customer, that the equipment / system is functioning properly.

Provision of maintenance service is conditional upon Customer maintaining currency of replacement hardware warranties, either through Global Crossing or through applicable hardware manufacturers. Global Crossing shall have no responsibilities in relation to or arising from (i) inherited equipment faults or problems, (ii) faults caused by unauthorized modifications to equipment by anyone other than Global Crossing or its agent(s), (iii) faults caused by unauthorized software or expansion slot card(s) installation, (iv) Force Majeure events, or (v) electrical or network outages or other problems at Customer’s premises.

4.9 **Pricing.** The following are the basic rate elements for Enterprise Videoconferencing Services.

- 4.9.1 For **ISDN** videoconferencing the pricing components are as follows, details of which will be listed on the Order Form for the Service:
- Video bridge charges per port/per hour rate. Charges are billed in one minute increments
 - ISDN network charges as agreed with customer and set out in the Order Form for the service
- 4.9.2 For **IP Video** the pricing components are as follows, details of which will be listed in the Order Form for the Service:
- IP Video Bridge charge: based on a per site/minute rate, as agreed with Customer.

- Network Charges: (i) A fixed recurring Monthly Port Rental Charge for the agreed aggregate bandwidth level for each IPVPN port ordered by Customer, and (ii) a fixed recurring Monthly Commitment Charge, at the agreed upon per megabit rate, for the committed amount of bandwidth connectivity (for Premium CoS) selected by Customer at each IP VPN port ordered by Customer.
- Local Access Charges: (i) Installation charge (if any) and (ii) fixed Monthly Recurring Charge for any local access circuit(s) ordered by Customer from Global Crossing.

4.9.3 If customer uses the Dial Through Gateway feature (described above), the following charges apply:

- IP VPN site to off-net ISDN site calls: Charge per min per channel network rates for outbound ISDN calls (varies country by country as set out in Order Form)
- Off net ISDN site to IP VPN site calls: Charge per port per hour gateway service fee, as set out in Order Form.

4.9.5 Scheduling Bureau: This provision of this Service feature incurs a monthly recurring charge per room, as set out in the Order Form for the Service.

4.9.6 Videoconference Suite Service: Pricing for Suites varies depending on the time of day during which the Suite is to be used; as set out below. Pricing will be set out in the Order Form for this Service feature.

Standard Hours	8:30 am - 5:00 pm (local time) Monday through Friday
Premium Hours	6:00 am - 8:30 am (local time) Monday through Friday
	5:00 pm - 9:00 pm (local time) Monday through Friday
Super Premium Hours	9:00 pm - 6:00 am (local time) Monday through Friday

4.9.7 Customer Video Equipment Management Service: Pricing for Customer Video Equipment Management Services will be set out in an Order Form for those Services

4.9.8 Managed Video Bridge Service: : Pricing for Managed Video Bridge Services, if ordered by Customer, will be set out in an Order Form for those Services

4.9.9 Ancillary charges. Ancillary charges for videoconferencing services, including rescheduling charges for scheduled conference calls and expedite charges for calls scheduled to take place within an hour of reservation time, are set out in the Order Form for the Services.

5. Compliance with laws

5.1 Customer acknowledges that elements of the Services (including, but not limited to, the recording of audio and/or video conferencing calls) may be subject to laws and regulations in the jurisdictions in which those services are provided, including export control and privacy laws. (“Applicable Laws”). Global Crossing and Customer undertake to comply fully with all Applicable Laws in the provision and use of the Services respectively.

6. Definitions

6. As used in these terms and conditions, the terms below have the following meanings:

- Bridge: Equipment installed at Global Crossing Conferencing Services' location(s), including software, necessary cabling and modem equipment, with capabilities to link multiple telephone callers or videoconference sites into a single conference and conduct multiple simultaneous conferences.
- Call Summary: Reports for videoconferences listing video usage statistics which may be requested by Customer, which may include number of meetings scheduled, number of meetings canceled, number of multipoint videoconference calls executed, number of videoconference call hours by site, average videoconference length, number of trouble tickets opened, and number of trouble tickets opened by category.
- Chairperson/Subscriber: End-user customer who acts as the moderator for a conference call.
- Client Room: A videoconference meeting room on the Customer's premises.

- **'Dial-In' Conference (Meet-Me):** Process whereby Chairperson notifies conference participants of scheduled time of conference call and participants initiate calls into the conference calls at the scheduled time via pre-defined access telephone number.
- **'Dial-Out' Conference:** Process whereby the Chairperson notifies conference call participants of the scheduled time of a conference call and a Global Crossing operator dials participants and connects them to the scheduled conference call.
- **Hybrid Meeting:** A videoconferencing meeting incorporating both video and audio-only sites. This feature is not included in standard pricing for audio conferencing services, additional charges apply to a videoconferencing Hybrid Meeting.
- **Multipoint Videoconference:** A videoconference call, reserved by an end-user customer, in which parties at more than two locations participate.
- **MCU (Multipoint Conferencing Unit):** Equipment furnished by Global Crossing and installed at Global Crossing Conferencing Services' location(s), with capabilities to link multiple callers into a single Videoconference and to conduct multiple simultaneous Videoconferences.
- **P.01:** P.01 refers to the Erlang traffic model used to estimate the number of audio conferencing lines/ports required. "Blocking" is the failure of calls as a result of an insufficient number of lines/ports being available. P.01 means one audio conferencing call blocked per 100 call attempts.
- **Point-to-Point Videoconference:** A Videoconference call, reserved by an end-user customer, in which two parties only at separate locations participate.
- **PostView®:** A digital recording and replay of a previously recorded audio conference call.
- **Videoconference Hours:** The time measured in one (1) hour increments and billed in one minute increments, from when the first conference participant is connected to a Bridge for a videoconference call until the time that the last participant is disconnected from that Bridge.
- **Web Reservations:** An always available videoconferencing feature facilitating the sending of scheduled conference call to Global Crossing operators, who confirm the entry of that meeting information in the conferencing system database and send details of the scheduled call to the appropriate attendees.

For: CUSTOMER	For: GLOBAL CROSSING
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

Full Customer Name: _____ Master Agreement Reference Number (if any) _____