



SPECIFIC SERVICE TERMS FOR ENTERPRISE VOICE SERVICE - OUTBOUND

Global Crossing Enterprise Voice Service - Outbound. These are the service terms and conditions for Global Crossing’s Enterprise Voice Service - Outbound (“The Service”) which apply to Enterprise Voice Service - Outbound 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. Initial capitalized terms not defined in these terms and conditions have the meanings given to them in the Master Agreement.

1. General

- 1.1. The Service is an outbound (that is, originating) voice calling service. The Service supports dedicated (direct) outbound international calls originating from Asia (Australia, Hong Kong, Singapore, Japan); Europe (Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Slovakia, Spain, Sweden, Switzerland, United Kingdom); Latin America (Argentina, Brazil, Chile); and North America (Canada, United States). Global Crossing Outbound provides worldwide termination capability from each originating country. Service provided in Australia and Japan is provided only via dedicated circuits (which may be ordered from Global Crossing) to the nearest Global Crossing Network Points of Presence outside those countries
- 1.2. Within the United States, the Service also supports international and domestic calling on a dedicated or switched basis. Customers ordering Global Crossing US domestic switched services shall execute a Letter of Authorization in the form provided by Global Crossing. Within Canada, the Service also supports international and domestic calling on a dedicated basis.
- 1.3. The Service is accessed by Customer at a designated Global Crossing Point of Presence (“POP”). The designated POP is the Customer Interface. The POP or POPs at which Customer will access the Global Crossing Network shall be identified on the Order Form. Access from Customer’s premise to the designated Global Crossing POP is accomplished via dedicated circuits with a minimum speed of T-1/E-1. If Customer requests Global Crossing to provide local access circuits, and Global Crossing confirms that it can provide such circuits, Customer may order local access circuits as part of its order for Global Crossing Outbound subject to the applicable terms of the Master Agreement.
- 1.4. The following bandwidth options are available:

Region	Bandwidth Available
United States	T-1 or T-3 circuits integrating data and long distance and local voice services, and T-1 or T-3 circuits channelizing long distance and local voice services. Switched access may be available at certain locations. (Any switched access lines utilizing the Service will comply with normal procedures for designating Global Crossing as Primary Interexchange Carrier.)
Canada	T-1 or T-3 circuits integrating data and long distance are available, subject to confirmation at time of order.
Asia, Europe and Latin America	E-1 circuits are available

- 1.5. The Service provides call termination anywhere in the world for both wireline and cellular terminations. Termination of calls, where not handled directly by Global Crossing, is handled by third party contractors to Global Crossing.

1.6 The Customer is required to have a Private Branch Exchange (PBX), PABX or Key System, at which its access circuit terminates, which complies with Global Crossing standards for the Service. PBXs, PABXs and Key Systems utilized by customers in conjunction with the Service shall comply with one of the following standards:

- CAS E&M (United States and Canada)
- EURO ISDN (Europe and Latin America)
- NA ISDN PRI (United States and Canada)

2. Charges and Service Features.

2.1 Rates and charges for the Service (“Rates”) will be set out either (i) in a rate schedule forming part of Customer’s Order Form for the Service or (ii) in a pricing schedule forming part of Customer’s Master Agreement (in either case, the “Rate Sheet”).

2.2 In addition to the rates and charges set out in the Rate Sheet, the non-recurring charges (“NRCs”) and/or monthly recurring charges (“MRCs”) described in this Section shall apply to Customer’s use of the Service (“Ancillary Charges”). All Ancillary Charge amounts are set out in the Rate Sheet. For the avoidance of doubt, Rates and Ancillary Charges are collectively referred to in these terms and conditions as the “Charges” for the Service.

Description	MRC	NRC
Voice Service ISDN PRI Signaling per D Channel	Yes	Yes
Voice Order Change Charge	Yes	Yes
Global Crossing Expedite fee (separate from LEC) per circuit end	Yes	Yes
Account codes – validated	Yes	Yes
PICC - multi-line commercial	Yes	No
PICC – Centrex	Yes	No

Usage by Customer of long distance operators incur the following charges, which vary depending on the time of such usage, as set out in the Rate Sheet.

- Station-to-Station: Per call charge as set out in Rate Sheet
- Person-to-Person: Per call charge as set out in Rate Sheet

2.3 The following reports are available for the Service; etraffic, Standard ESP (Executive Summary Profile) reports and customized ESP reports. All reports will be presented in English and US Dollars. All reports incur NRCs and MRCs, as set out in the Rate Sheet:

Description	MRC	NRC
etraffic Monthly report	Yes	Yes
etraffic weekly report	Yes	Yes
etraffic daily report	Yes	Yes
Standard ESP report	Yes	No
Customized ESP report	Yes	No
Inbound Weekly report	Yes	No

2.4 The following Service features are available:

- Domestic call terminations are available for calls originated in the US and Canada only.
- Directory assistance/Directory inquiries are available for calls originated in the US only, and only for domestic calls within the US. Interstate and intrastate directory assistance charges are set out in the Rate Sheet
- Announcements are available for all Global Crossing Outbound countries. Announcements are pre-recorded messages that offer information on non-completed calls.

- Electronic access via Global Crossing's uCommand system will enable Customer to view usage reports. The uCommand system is presented in English and in the currency that Customer has chosen to be invoiced in.
 - Invoices for Global Crossing Outbound Service issued by Global Crossing Telecommunications Inc. may include Call Detail Records. In all other cases, Call Detail Records will be available to Customers only online via uCommand.
- 2.5 Operator Assistance and Emergency Dialing (e.g., "911") are not available. Customer is solely responsible for ensuring that all emergency service calls are routed appropriately via the Customer's PBX. Customer assumes full responsibility for the routing of emergency service calls and agrees to indemnify and hold Global Crossing and its personnel harmless from and against all suits, liabilities, damages, penalties and the like, relating to or arising from injuries, death, and/or property damage from any improper routing of 911, 9-911 or other emergency services calls that originate from the Customer's locations.
- 2.6 Account codes and validation codes for individual calls are not available outside the US and Canada. Customer is responsible for payment for all calling activity accessing the Global Crossing Network through Customer's PBX.

3. Service Restrictions

- 3.1 The Service is a retail only service and resale of the Service in any form is strictly prohibited.
- 3.2 The Service may not be used for or in connection with auto dialer applications, predictive dialers, calls to premium rate online services, or broadcast fax transmissions.
- 3.3 The Service is provided for use in connection with call center applications only with Global Crossing written approval on a case by case basis. If Customer intends to use the Service in connection with call center operations, Global Crossing will require detailed traffic forecasts and will discuss location-specific constraints relating to the Service.
- 3.4 Customer understands and acknowledges that sections 3.1 and 3.2 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 notice. Notwithstanding this right, should Customer fail to comply with sections 3.1 or 3.2 Global Crossing shall have the right (in lieu of terminating the provision of the Service) to immediately on notice increase the rates and/or charges payable by Customer for the Service, and Customer shall be liable to Global Crossing for any additional costs incurred by Global Crossing in the provision of the Service up to and including the effective date of such rate increases or termination.

4. Billing & Rate Conditions.

- 4.1 Rates are per minute of usage to the termination country or city. All international Rates are "origin independent," meaning that the per-minute Rate to termination country or city is identical regardless of origination country or city. Rates are the same regardless of the time of day or day of the week that a call is made.
- 4.2 Customer agrees that if more than five percent (5%) of Customers total outbound traffic, originating in the U.S., in any given month terminates in one or more of the domestic offshore locations listed below, Customer will be assessed an additional charge of \$0.30 per minute for all of Customer's domestic usage, including domestic offshore usage, generated in that month. The locations are: Alaska, Hawaii, Puerto Rico, Northern Marianas, U.S. Virgin Islands, and Guam.
- 4.3 Customer agrees that if more than five percent (5%) of Customers total outbound International traffic, in any given month terminates to a Non Geographic Number (NGN), excluding mobile terminations, Customer will be assessed an additional charge of \$5.99 cents per minute (or equivalent in the currency in which the relevant calls are invoiced) for all of Customer's NGN usage generated in that month.
- 4.4 Unless otherwise agreed in accordance with the terms below, all Charges will be invoiced and payable in US dollars. The Customer shall indicate in which currency or currencies it wishes to have charges for the Service (and

related local access circuit charges, if any) (together “Service Charges”) invoiced. Subject to the provisions of section 4.5, 4.6 and 4.7 below, the Customer may select from the following options:

- (i) All Service Charges for Service provided to Customer and/or Customer Affiliates shall be invoiced in the currency of the country in which the Customer entity which has executed the Master Agreement (the “Lead Customer”) is located (the “Lead Currency”), and will be invoiced by Global Crossing to the Lead Customer.
- (ii) Service Charges for Service provided to Customer and Customer Affiliates will be invoiced in the Lead Currency to the Customer’s Affiliate in each country in which such charges originate (i.e. where calls originate);
- (iii) Service Charges for Service provided to Customer and Customer Affiliates will be invoiced to Lead Customer in the local currency of the country in which such charges originate (i.e. where calls originate) (the “Local Currency”); or
- (iv) Service Charges for Service provided to Customer and Customer Affiliates will be invoiced to the Customer Affiliate in each applicable country in the Local Currency.

4.5 For the purposes of section 4.4 above, Lead Currency and Local Currencies shall mean the currency listed for each country in the table below. Where more than one such currency is listed for a specific country, the Customer may choose from one of the currencies listed for all Global Crossing Outbound Service Charges arising in that country. In accordance with the applicable terms of the Master Agreement, execution of an Affiliate Addendum (under which the applicable Customer Affiliates agree to be bound by the terms of the Master Agreement) shall be required where Customer chooses options (ii), (iii) or (iv) above.

Country	Currency
Argentina	USD *Note 2
Chile	USD/CLP (Chilean Pesos) *Note 3
Brazil	Brazilian Reais
Belgium	EURO/USD
Denmark	DKK (Danish Krone)/EURO/USD
France	EURO/USD
Germany	EURO/USD
Ireland	EURO/USD
Italy	EURO/USD
Netherlands	EURO/USD
Spain	EURO/USD
Sweden	SEK (Swedish Krona) / EURO / USD
Switzerland	CHF (Swiss Franc) / EURO / USD
UK	GBP (British Pound) / EURO / USD
Norway	NOK (Norwegian Kroner) / EURO / USD
USA	USD
Canada	USD/Canadian dollars

Note 1: For Latin America, the local currency as indicated above will only apply for invoices produced in the applicable country for local customers.

Note 2: Subject to local law.

Note 3: All invoices issued within Chile to another entity within Chile must be in CLP.

4.6 Notwithstanding the provisions of section 4.4 above, Service provided to the Customer in the United States will be deemed to be provided by Global Crossing Telecommunications, Inc., and all charges for that services will be invoiced to the Lead Customer in US Dollars by that company. Furthermore, the provisions of the Master Agreement relating to Latin American Services shall apply notwithstanding the Customer’s choice of billing option in Section 4.4 above.

- 4.7 All subsequent invoices for Service Charges will be issued by Global Crossing in the currency selected by the Customer pursuant to section 3.4 above (the “Initial Currency”), provided that if the Customer subsequently requests Global Crossing to provide the Service in additional countries, the Customer may choose to have charges for calls originating in those countries invoiced either in the Initial Currency or in the local currency of the country in which those calls originate.
- 4.8 Any Minimum Usage Guarantee (“MUG”), applicable to the Rates applying to Customer’s use of the Service shall be set out in a schedule to these terms and conditions or in the Service Order Form. All usage and MRCs (under current MRC eligibility rules) shall be counted towards satisfaction of any such MUG. If Customer’s net purchases for any given month should be less than the stated MUG amount, the Customer will be charged the difference as a “make-up to minimum fee” to satisfy the MUG commitment.
- 4.9 Usage is billed at the following minimum usage levels per call. In all cases, usage beyond the minimum is rounded upward to the nearest six (6) second increment. For the avoidance of doubt, all calls are subject to call rounding and will be billed to the nearest penny (or lowest single unit of applicable currency).

Type of Call	Minimum Usage
Intl. – Dedicated	6 seconds
US – Intl. – Switched	30 seconds
US – Domestic – Dedicated (all types of calls)	6 seconds
US – Domestic – Switched (all types of calls)	18 Seconds

- 4.10 Short Duration Calls: If for any reason the average call duration for Customer’s use of the Service in any billing cycle month less than thirty (30) seconds, a charge of \$.01 (or local currency equivalent) shall be applied to all calls using the Service on the applicable Customer billing account in that billing cycle month. For the purpose of this provision, (a) call duration is the time from the point that a call is connected to the party or equipment receiving it to the time that the call is disconnected, as recorded by Global Crossing’s automated call rating systems, and (b) average call duration shall be calculated by dividing the aggregate duration of all calls using the Service (applied to a specific Customer branch account) in a billing cycle month by the total number of calls of that type in that billing cycle month for that Customer branch account.
- 4.11 Traffic Profile: As a condition of using the Service, Customer is required to provide Global Crossing with a voice traffic profile and forecast of its usage of the Service (collectively the “Customer Profile”). The Rates payable by Customer for the Service will be based upon (a) the Customer Profile provided or, in default of Customer providing a Customer Profile, upon (b) a standard profile of the distribution of traffic for Global Crossing’s retail voice customers (“Standard Profile”). If Global ascertains at any time upon review of Customer’s traffic usage patterns, that the costs incurred by Global Crossing in connection with Customer’s use of the Service are higher than average costs based upon the Customer Profile or Standard Profile (as applicable), then Global Crossing shall have the right upon three calendar days’ written notice, to increase the Rates for the Service, which revised Rates shall take effect at the expiry of the three day notice period.
- 4.12 Customer understands that the Rates and Ancillary 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 Rates applying for calls made to specific call destination regions and/or to change Ancillary Charges based on changes to Third Party Charges, which revised Rates and/or Ancillary Charges shall take effect at the expiry of the three day notice period.
- 4.13 Notwithstanding anything to the contrary in the Master Agreement, notices under Sections 4.11 and/or 4.12 above (in either case a “Rate Change Notice”) may take the form of an insert message transmitted with Customer’s invoice. On receipt of a Rate Change Notice, Customer may elect to terminate the Service without obligation other than to pay (i) all Charges already incurred in respect of the Service up to the effective date of such termination and (ii) any third party early termination charges incurred by Global Crossing in terminating any local access circuits provided to the Customer as part of the Service which are terminated under this Section.

5. Local Access Circuits provided by Global Crossing

- 5.1 In the event that Customer requests Global Crossing to provide local access circuits in connection with the Service, and Global Crossing agrees to do so, such circuits will be provided on the applicable terms of the Master Agreement. Notwithstanding any provisions to the contrary in the Master Agreement, and regardless of whether the Customer is ordering Global Crossing Outbound service on a month to month basis or on the basis for an agreed term of more than one year, Customer acknowledges and agrees that such local access circuits shall be provided by Global Crossing for a minimum term of one year. In the event that Customer terminates its Global Crossing Enterprise Voice Service - Outbound and/or any related local access circuits within one year of ordering such local access circuits, Customer shall reimburse Global Crossing for any early termination charges levied on Global Crossing by the underlying third party provider of such local access circuits.
- 5.2 Global Crossing provides local access circuits (via third party providers) only for Customer's use in connection with this Service. Where Customer's usage of local access circuits provided by Global Crossing in connection with this Service falls below the minimum usage level set out below in two consecutive monthly billing cycles, then, notwithstanding any pricing otherwise agreed with Customer, Customer agrees to pay the additional charge(s) set out below in addition to any MRC payable in respect of the Service.

Local Access Circuit Type	Minimum Usage Level	Additional Monthly Charge
T-1	15,000 minutes per month	\$300
E-1	20,000 minutes per month	\$375
DS-3	500,000 minutes per month	\$8,500

If Global Crossing notifies Customer of an additional charge pursuant to the previous paragraph, Customer may, by written notice, elect to terminate the applicable local access circuit, provided that if Customer elects to so terminate a local access circuit within the Service Term for which it was initially ordered, Customer agrees to reimburse Global Crossing for any early termination fees levied on Global Crossing by the third party provider of that local access circuit.

6. Automatic Number Identification

- 6.1 Customer shall provide to Global Crossing a valid un-manipulated originating Automatic Number Identification (“ANI”)/Charge Party Number or Calling Party Number for at least eighty-five percent (85%) of Customer's traffic. If Customer fails to comply with this requirement in the US, Customer shall be billed at intrastate rates for all calls for which an ANI is not provided to Global Crossing. In addition, should Global Crossing or an underlying Global Crossing vendor discover that the ANI/Charge Party Number or Calling Party Number has been manipulated, altered, stripped or changed, Global Crossing reserves the right to audit Customer's call records and, for any calls where the ANI/Charge Party Number or Calling Party Number has been so manipulated or is invalid, Global Crossing may re-rate those calls at intrastate rates and charge for any administrative fees it incurs as a result of or in connection with such audit.

7. Equipment & Software not provided by Global Crossing

- 7.1 There is no supply by Global Crossing of equipment in connection with the Service. Except as may otherwise be agreed upon by Global Crossing in writing, Customer is solely responsible for purchasing, installing and maintaining any premise or interconnection equipment required for its use of the Service. 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.
- 7.2 If Customer uses facilities, services, equipment or software not approved by Global Crossing which impairs the Customer's use of the Service, Customer shall nonetheless be liable for payment for Service Charges even if Global Crossing suspends or terminates Global Crossing Outbound as a result. Upon notice from Global Crossing that the facilities, services, equipment or software not approved by Global Crossing is causing or is 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 shall incur charges at the then current rates for Global Crossing *ad hoc engineering* services.

- 7.3 Global Crossing shall not be responsible if any changes in the Service cause 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.
- 7.4 Global Crossing reserves the right to approve the make, model and or software of the Customer-provided PBX to interface with access circuit(s) connecting to the Global Crossing Network.