



SPECIFIC SERVICE TERMS FOR ENTERPRISE VOICE SERVICE
– US TOLL FREE & CALLING CARD

Global Crossing Enterprise Voice Service – US Toll Free & Calling Card. These are the specific service terms for Global Crossing’s Enterprise Voice Service – US Toll Free & Calling Card (the “Service”) which apply to the provision of the Service 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 inbound (that is, terminating) voice calling service. Switched Toll Free calls may be placed by callers from any United States location, Canada, US Virgin Islands, Puerto Rico, Guam and Northern Mariana Islands. Switched Toll Free service is generally available for termination to any PSTN number that can be accessed by the Global Crossing network, either directly or via third party subcontractors. Dedicated Toll Free calls may be placed by callers from any United States location, Canada, US Virgin Islands, Puerto Rico, Guam and Northern Mariana Islands and are terminated to the Customer’s location within the continental US and Hawaii, via the Global Crossing network and publicly shared facilities. Domestic call terminations are available for calls originated in the US only.
- 1.2 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.
- 1.3 Terminating access to Customer’s premise from the designated Global Crossing POP is accomplished via dedicated circuits with a minimum speed of T-1. The following bandwidth options are available: T1 or T3 circuits integrating data and long distance and local voice services, and T-1 or T-3 circuits channelizing long distance and local voice services.
- 1.4 Details of optional Toll Free & Calling Card features ordered by the Customer (if any) will appear on the Order Form for the Service executed by Customer.
- 1.5 Customer is required to have a Private Branch Exchange (PBX), PABX or key system, or other compatible equipment at which its access circuit terminates, which complies with one of the following standards for dedicated services: CAS E&M or NA ISDN PRI.
- 1.6 Calling Card Service permits calls to be originated from any United States location via a Customer-specific Toll Free number, and terminated to any domestic US or international telephone number designated by the Customer. Calling Card service is available on a month to month basis only; notwithstanding anything to the contrary in the Master Agreement or in an Order Form, Customer acknowledges and agrees that Global Crossing may terminate the provision of Calling Card service at any time upon thirty days written notice to Customer.
- 1.7 Global Crossing does not guarantee the availability of any requested Toll Free number and is not bound by any verbal confirmation to Customer of Toll Free number availability. Customer may not reserve or activate a Toll-Free number for the purpose of selling, brokering or releasing the Toll Free number to another person for any fee or other consideration. Customer has no ownership interest in any Toll Free number made available for its use as part of the Service. Customer is responsible for all usage on any and all Toll Free numbers made available for its use as part of the Service (including without limitation, charges for wrong number calls). Global Crossing may, without liability, block

any Toll Free number having usage surges or heavy traffic loads that are atypical. If, upon termination of its Service, Customer does not submit a written request for the appointment of a new carrier for its Toll Free numbers within thirty (30) days of such termination, then the number will be returned to the independent administrative agency for reassignment. If at the time of cancellation or termination of Toll Free services, Customer owes an outstanding balance (30 days or more) to the Responsible Organization on its Global Crossing account, then Customer's Toll Free number(s) shall not be released to another long distance carrier or Responsible Organization.

- 1.8 Calling Card originations outside of the United States are available from approximately seventy (70) countries. Global Crossing's Sales Representative shall provide the current list of international origination countries to Customer at time of order.

2. Charges & 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"). In addition to the rates and charges set out in the Rate Sheet, non-recurring charges and/or monthly recurring charges ("Ancillary Charges") apply to Customer's use of the Service as 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.
- 2.2 Electronic access via Global Crossing's uCommand system enables Customer to view usage reports. The uCommand system is presented in English and in US Dollars. Customer may view and update routing for switched Toll Free numbers and for dedicated Toll Free numbers with enhanced routing.

3. Service Restrictions

- 3.1 The Service described in these terms and conditions (i) is a retail only service and resale of the Service in any form is expressly prohibited, (ii) may not be used for or in connection with auto dialer applications, predictive dialers, calls to premium rate online services, or broadcast fax transmissions and (iii) is provided for use on 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. The terms of this Section 3.1 shall be considered material terms of Customer's agreement with Global Crossing, and failure to comply therewith shall entitle Global Crossing to terminate the provision of the Service to Customer forthwith upon written notice. Notwithstanding this right, should Customer fail to comply with the terms of this Section 3.1, 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 reimburse 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. Rates are the same regardless of the time of day or day of the week that a call is made.
- 4.2 Domestic Offshore Locations. An additional charge of \$0.30 per minute will apply to all US Toll Free traffic in a billing cycle month if more than five percent (5%) of Customer's total minutes of traffic to US Toll Free numbers in that billing cycle month originates in one or more of the following domestic offshore locations: Alaska, Hawaii, Puerto Rico, Northern Marianas, U.S. Virgin Islands, and Guam.
- 4.1 Customer agrees that if a US Toll Free number has multiple carrier routing or SMS Emergency Reroute whereby the traffic is split between Global Crossing and another carrier, Global Crossing will receive a minimum of 20% of the traffic for that Toll Free number each month or Customer will be

assessed a make-up-to minimum charge equal to the difference between 20% of the total traffic for the number expressed in US Dollars and the amount that Global Crossing received. This minimum guarantee applies whether or not Global Crossing is the Resp Org for the number.

- 4.3 Notwithstanding the anything to the contrary in the Master Agreement, and/or the location of the parties to the Master Agreement, all US Toll Free & Calling Card services described in these terms will be provided by Global Crossing Telecommunications, Inc., and charges for all such services shall be invoiced to the Customer in US Dollars by that company or its designated billing agent.
- 4.4 The Rates for Toll US Free Service are conditional upon a monthly usage guarantee (“MUG”) as set out in the Rate Sheet. For each billing cycle month, Customer will be billed the greater of (i) the MUG amount and (ii) the actual call charges for all calls using the Service, per the Rate Plan (and after application of the discounts provided for in Section 4.5 below. If the Rates for Calling Card Service are conditional upon a MUG, the amount of that MUG will be set out in the Rate Sheet.
- 4.5 A discount will be applied to charges for interstate calls using the Service, based on the tiered volume discount structure set out in the Rate Sheet. For each monthly billing cycle, the base rate for interstate calls (per the Rate Sheet) will be multiplied by the total minutes of interstate calls in that monthly billing cycle, and the resulting amount shall then be discounted by the applicable discount percentage for that tier amount as set out in the Rate Sheet.
- 4.6 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, (i) all calls are subject to call rounding (ii) calls are billed to the nearest penny and (iii) a minimum charge of one penny (US\$0.01) or the lowest single unit of applicable currency).

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

- 4.7 **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 ninety (90) 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.
- 4.8 **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.
- 4.9 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.

4.10 Notwithstanding anything to the contrary in the Master Agreement, notices under Sections 4.8 and/or 4.9 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 Automatic Number Identification

5.1 For Toll Free Services in the US, 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, 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.

6. Local Access Circuits provided by Global Crossing

6.1 If Customer requests Global Crossing to provide local access circuits in connection with the provision of the Service, and Global Crossing agrees to do so, such circuits will be provided on the applicable terms of the Master Agreement. Notwithstanding any provisions to the contrary in the Master Agreement, and regardless of whether the Customer orders the 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 Service and/or any related local access circuits within one year of ordering such local access circuits, Customer shall remain liable to Global Crossing for any commitments to local access providers and/or any associated termination charges.

6.2 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 other Service Charges 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.

- 6.3 If Customer arranges or provides its own local access circuits to a Global Crossing POP, Global Crossing will charge a monthly recurring charge for access connections involving third party vendors (a “POP Interconnection Fee”). This POP Interconnection Fee is chargeable in respect of the cross-connection between the access vendor’s circuit and the Global Crossing Network, and (if applicable) in respect of the allocation to Customer of capacity from an access vendor already co-located at a Global Crossing POP. The POP Interconnection Fee varies depending upon the circuit speed of the access connection. The POP Interconnection Fee shall be listed on the Order Form. Global Crossing is responsible for maintenance of cross-connections.

7. Equipment or Software Not Provided by Global Crossing

- 7.1 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 In the event that 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 the use of the Service, even if Global Crossing suspends or terminates the Service 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, Customer shall pay Global Crossing at its then current rates.
- 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 the access circuit connecting to the Global Crossing ATM network.