



## SPECIFIC SERVICE TERMS FOR ENTERPRISE VoIP SERVICES™

These are the specific service terms for Global Crossing's Enterprise VoIP Services (the "Services") which apply 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. Description & Availability of Services

- 1.1 Global Crossing Enterprise VoIP Outbound Service™ provides packetized interconnection for access, transport and termination of voice traffic over Global Crossing's Voice over Internet Protocol ("VoIP") Class 4 network. The Service supports dedicated (direct) outbound calls originating from countries listed at Global Crossing's Enterprise VoIP service availability website available to view at this URL: <http://www.globalcrossing.com/terms>. The Service is designed to facilitate the placing of calls to international wireline and cellular destinations. Subject to the terms of Section 7 below, the Service may also facilitate placing calls to domestic wireline and cellular destinations. Termination of calls, where not handled directly by Global Crossing, is handled by third party contractors to Global Crossing.
- 1.2 Global Crossing Enterprise VoIP Local Service™ (DID/DDI) provides packetized interconnection for access, transport and termination of voice traffic over Global Crossing's VoIP Class 4 network. The Service is a one-way inbound voice calling service, provided in the countries listed at Global Crossing's Enterprise VoIP service availability website available to view at this URL: <http://www.globalcrossing.com/terms>. The Service may be provided in additional European countries on an as available basis. The Service supports inbound voice calls terminating to the Customer's business location and facilitates direct access from the PSTN via Global Crossing's worldwide VoIP network. The Service supports Session Initiation Protocol ("SIP").
- 1.3 Global Crossing Enterprise VoIP On-Net Plus Service™ provides access, transport and termination of voice traffic over Global Crossing's Voice over IP (VoIP) Class 4 network. The Service supports the transmission, via dedicated Internet protocol ("IP") or time division multiplexing ("TDM") connected Customer locations in Europe, North America, Asia and Latin America to other dedicated Customer locations in those regions via Global Crossing's VoIP Class 4 network without accessing the public switched telephone network ("PSTN"). In addition, calls can terminate to the Global Crossing reservationless audio conferencing bridges without accessing the PSTN. The Service is offered in conjunction with VoIP Outbound Service, facilitating the transmission of outbound calls to worldwide destinations (wireline and cellular) as described above.
- 1.4 Global Crossing Enterprise VoIP International Toll Free Service ("VoIP IFN") and Universal Toll Free Service ("VoIP UIFN") provides access, transport and termination of voice traffic over Global Crossing's VoIP network. IFN and UIFN calls may originate from countries where Global Crossing offers service. The availability is subject to change and the specific countries are identified on the Order Form. The ability of callers to place calls to IFN and UIFN numbers is subject to limitations on a country by country basis, in some countries for example, calls to IFN / UIFN numbers cannot be made using payphones / coin operated telephones, mobile telephones and/or hotel/motel telephones. Information on such restrictions is available on request from Customer's Global Crossing Customer Service Manager. Switched IFN and UIFN Toll Free/Freephone termination is generally available for termination to PSTN numbers that can be accessed by the Global Crossing network, either directly or via third party subcontractors. Calls to VoIP IFN and/or UIFN numbers provided by Global Crossing cannot be terminated by Global Crossing at domestic locations within the country in which such IFN / UIFN numbers are provided; all calls made to IFN & UIFN numbers provided by Global Crossing as part of this service will be terminated to Customer's designated location via Global Crossing Network and publically available facilities. Customer may subsequently redirect such calls to any location of its choosing, but additional charges apply where such calls are redirected to international locations, as further described in Section 4.6 below ..

### 2. IP Connection Types

- 2.1 Subject to the restrictions set out below, three IP connection types are available: Global Crossing IPVPN Service™, Global Crossing Dedicated Internet Access (DIA) Service™ and Public Internet (via Tier 1 ISPs only). The IP connection type selected by Customer, by site location, together with the bandwidth requested by Customer for each site, shall be specified on the Order Form for the Services ordered, together with details of (i) point(s) of presence ("POPs") at which Customer will access the Global Crossing IP Network, (ii) local access circuit requirements (if any), (iii) pricing, (iv) length of Initial Term, and (v) any optional services selected by Customer. Customer may choose to have a different IP connection type at each site at which the Services are to be provided.
- 2.2 VoIP Local Service and VoIP On Net Plus Services are only available at Customer locations that are connected to Global Crossing's Network via either (a) one of the IP connection types described in Section 2.1 or (b) by a Global Crossing provided dedicated TDM voice circuit (in either case "Customer On-NetLocations").

2.3 Class of Service (“CoS”) is dependent upon the IP connection type selected by the Customer as described below.

- 2.3.1 Global Crossing IP VPN Service IP connection: Provides Expedite Forwarding CoS. For IP VPN IP connection, connectivity is between the Customer’s router and the Global Crossing PR router located at the selected Global Crossing POP. IP VPN service provided under these terms and conditions is available only in support of Global Crossing Enterprise VoIP Service and does not support the transmission of other data between customer locations.
  - 2.3.2 Global Crossing DIA Service IP connection: Provides ‘best effort’ CoS. For DIA IP connection, connectivity is between Customer’s router and the Global Crossing aggregation router (AR) located at the selected Global Crossing Internet Protocol POP.
  - 2.3.3 Public Internet IP connection: Customer may choose to arrange access to the Global Crossing IP Network via any Tier 1 third party ISP. The CoS setting on Public Internet is ‘best effort’. Public Internet IP connection is facilitated between Customer’s ISP and Global Crossing’s VoIP Network via Global Crossing / ISP peering points.
- 2.4 Where customer orders Global Crossing IPVPN service or DIA service as its IP connection, the provision of those services is (i) subject to additional charges and (ii) subject to the terms and conditions and SLA for Global Crossing Converged IP Services executed by Global Crossing and Customer or, in default of such execution, set out at [www.globalcrossing.com/terms](http://www.globalcrossing.com/terms).

2.5 The following bandwidth options are available for the Services:

Region	Bandwidth Available	Outbound	Toll Free	OnNet Plus	Local	IFN / UIFN
United States	T-1, T-3, OC-X and Ethernet (FastE and GigE ) circuits integrating data and long distance and local voice services, and T-1 or T-3 circuits channelizing long distance and local voice services.	Yes	Yes	Yes	Yes	Yes
Canada	T-1, T-3 and Ethernet circuits integrating data and long distance are available, subject to confirmation at time of order.	Yes	Yes	Yes	Service Not Available	Yes
Europe	E1, E3, and Ethernet (Gig E) circuits are available, subject to confirmation at time of order.	Yes	Service Not Available	Yes	Yes	Yes
Asia	E1, E3, and Ethernet (Gig E) circuits are available, subject to confirmation at time of order..	Yes	Service Not Available	Yes	Yes	Yes
Latin America / Mexico	E1, E3, and Ethernet (Gig E) circuits are available, subject to confirmation at time of order.	Yes	Service Not Available	Yes	Yes	Yes

### 3. Service Features

3.1 The following Service features are available in connection with the Services:

Service Feature	Outbound	Toll Free	OnNet Plus	DID/DDI	IFN / UIFN
Announcements, that is, pre-recorded messages providing information on non-completed calls	Yes	Yes	No	Yes	Yes
Online usage reports, via Global Crossing’s online uCommand system (the uCommand system is presented in English and in US Dollars)	Yes	Yes	No	Yes	Yes
Domestic call terminations without the requirement to dial country code prefixes (for calls originated in the US and Canada only)	Yes	Yes	No	Yes	NA
Directory assistance/Directory inquiries (US and UK only)	Yes	Yes	Yes	Yes, if Customer also purchases VoIP Outbound Service	NA
Invoices for the Service (issued by Global Crossing Telecommunications, Inc.) may include Call Detail Records	Yes	Yes	No	No	Yes
Validated and Non-Validated Account Codes	Yes	NA	No	No	NA
Directory Listings: Available in North America and the UK only.	No	Yes	No	Yes	NA

3.2 **SIP Refer:** SIP Refer functionality enables Customer to (blind) transfer an inbound (VoIP Local or VoIP Toll Free) call to another location using the SIP refer method (defined in the IETF’s RFC-3515). The inbound call may be to either a Global Crossing provided direct inward dial phone number or to a Global Crossing provided toll-free number. After answering the call, Customer may refer the call out to any of the following:

- any domestic or international POTS number,
- a Global Crossing provided direct inward dial number,
- a Global Crossing provided toll free number,
- a non Global Crossing provided toll free number, or
- a Global Crossing provided VoIP On-Net Plus number.

The inbound portion of each such call (to the Global Crossing provided Direct Inward Dial number (“DID/DDI”) or Toll Free Number) will be billed in accordance with the terms of your agreement with us for those services, and the outbound portion will be charged in accordance with the following table.

Outbound Call Destination	Global Crossing Charges
Domestic or International POTS number	Charged to Customer at VoIP Outbound per minute rate
Global Crossing provided DID Number	No Charge to Customer (other than any charges applying to the provision of that DID number to Customer)
Global Crossing provided Toll Free Number	No Charge to Customer (other than any charges applying to the provision of that Toll Free number to Customer)
Non Global Crossing provided Toll Free Number	No Charge to Customer
Global Crossing provided VoIP On-Net Plus Number	No Charge to Customer (other than any charges applying to the provision of VoIP On-Net Plus Service)

In addition to the above charges, SIP Refer functionality incurs a monthly recurring charge per simultaneous session, as set out in the Order Form. The provision of SIP Refer functionality is conditional upon (i) successful interoperability testing of Customer’s and Global Crossing’s equipment (which will be scheduled by appointment) and (ii) Customer ordering Global Crossing Enterprise VoIP Outbound service.

**4. Charges and Billing**

4.1 For all Enterprise VoIP Services, the Customer shall select the Simultaneous Session Capacity required at each interconnection point where Customer will interconnect with Global Crossing’s network for the purpose of using the Services (each a “Service Interconnection Point”). “Simultaneous Session Capacity” is defined as the number of simultaneous calls Customer can make and receive at a particular moment in time at a Service Interconnection Point. A monthly recurring charge, as set out in a pricing schedule either (i) forming part of Customer’s Order Form for the Service or (ii) forming part of Customer’s Master Agreement (in either case, the “Rate Plan”), shall apply for each such Simultaneous Session Capacity selected by the Customer and agreed to by Global Crossing.

4.2 For VoIP Outbound and VoIP Toll Free Service, two rate plans are available, as follows:

Plan Type	Monthly recurring charge per Simultaneous Session Capacity (per Section 4.1)	Call Charges per call placed
VoIP Plan I	Yes	Per minute charges* apply to <u>all</u> calls
VoIP Plan II	Yes	Per minute charges* apply to calls placed to destinations outside the VoIP bundle**

\* Per minute charges vary by call destination for VoIP Outbound and call origination for VoIP Toll Free as set out in the Rate Plan.

\*\* Details of destination included in VoIP bundle are set out in the Rate Plan.

4.3 For VoIP Outbound and VoIP Toll Free Service, charges for calls placed using those Services (rate per minute) will be set out in the Customer’s Rate Plan. For each billing cycle month of Service, Customer will be billed (i) the monthly recurring charge for each Simultaneous Session Capacity and (ii) the actual call charges for all calls placed at the applicable Service Interconnection Point in that billing cycle month, per the Rate Plan.

4.4 For VoIP Plan II only, if the Average Usage (as defined below) by Customer across all Service Interconnection Points in a billing cycle month exceeds 4,500 minutes, Customer will be assessed an additional charge calculated as follows:

Additional Charge = (Average Usage – 4,500) \* Aggregate Simultaneous Session Capacities \* \$0.0180 (or equivalent in the currency in which Customer is billed by Global Crossing).

For the purposes of the above calculation,

“Average Usage” = Total Qualifying Voice Call Minutes divided by the aggregate Simultaneous Session Capacities applying at those Service Interconnection Points throughout that billing cycle; and

“Qualifying Voice Call Minutes” means aggregate minutes of (i) all calls placed by Customer to all destinations using Enterprise VoIP Outbound Service, and (ii) all calls placed by Customer using Enterprise VoIP On-Net Plus Service to destinations not in the Customer’s Service Dial Plan (defined in Section 9 below), if this service is used by Customer, and (iii) all calls received by Customer on VoIP toll-free numbers provided to Customer as part of Enterprise VoIP Toll Free Service (US only), International Toll Free Service and or UIFN (if these services are used by Customer).

- 4.5 For VoIP OnNet Plus Service, no call usage charges (other than the monthly recurring charge described in Section 4.1 above) apply to calls originating at Customer On-Net Locations (defined in Section 2.2 above) and terminating to either (i) numbers included in Customer’s Service Dial Plan at another Customer On-Net Location (“On-Net calls”) or (ii) Global Crossing provided VoIP DID (Direct Inward Dial) numbers. Calls from Customer On-Net Locations, in countries in which Global Crossing provides Enterprise VoIP Outbound Service, to numbers other than those included in Customer’s Service Dial Plan or Global Crossing provided VoIP DID numbers (collectively, “Off-Net calls”) will be terminated by Global Crossing using Enterprise VoIP Outbound Service as described herein. All such calls will incur charges at VoIP Outbound rates as set out in the Rate Plan.
- 4.6 Charges for VoIP IFN and UIFN service will be set out in Customer’s Rate Plan. Unless otherwise indicated in the Rate Plan, all rates are per minute of usage from the originating country and charges are the same regardless of the time of day or day of the week a call is made. Customer shall choose between a single consolidated invoice or invoices classed by location (where an entire VoIP Toll Free / Freephone number belongs to a single location); provided that in either case Customer shall be a guarantor of payment for all invoices, regardless of location. If Customer redirects calls to switched or dedicated VoIP IFN and/or UIFN Toll Free / Freephone numbers to a destination that is outside the continental United States, Hawaii and Canada, then the outbound portion of all such calls will incur charges at the rate(s) identified for international termination as set out in the Customer’s Rate Plan.
- 4.7 For all Enterprise VoIP Services, except VoIP IFN and VoIP UIFN Services, that incur per minute usage charges: (i) a minimum call duration of one second per call applies; (ii) billing is in one second increments; (iii) individual call charges are subject to call rounding to four decimal places; and (iv) aggregate call charges are billed to the nearest penny.
- 4.8 For VoIP IFN and VoIP UIFN Services, the billing increments are as follows:
- For the inbound portion of the call from the jurisdiction of the IFN / UIFN number to the United States, (i) a minimum call duration of one second per call applies, (ii) billing is in one second increments, (iii) individual call charges are subject to call rounding to four decimal places, and (iv) aggregate call charges are billed to the nearest penny.
  - Where the calls are subsequently redirected by customer to international locations as described in Section 4.6 above, (a) a minimum call duration of one second per call applies, (b) billing is in one second increments, (c) individual call charges are subject to call rounding to four decimal places, and (d) aggregate call charges are billed to the nearest penny.
- 4.9 In addition to the charges described in these terms and conditions, additional charges (“Ancillary Charges”) apply to the Services, as set out in the Order Form for the Services or in a pricing schedule forming part of Customer’s Master Agreement.
- 4.10 Short Duration Calls. If for any reason (i) the average call duration for Customer’s use of VoIP Outbound Service is less than thirty (30) seconds or (ii) the average call duration for Customer’s use of VoIP Toll Free Service, VoIP IFN or VoIP UIFN Service is less than ninety (90) seconds, in either case when measured across a billing cycle month, then an additional charge, as set out in the Ancillary Charges list, shall be applied to all calls using the applicable Service type 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 applicable Service type (applied to a specific Customer account number) in a billing cycle month by the total number of calls of that type in that billing cycle month for that account.
- 4.11 Non Geographic Numbers. If more than five percent (5%) of Customer’s minutes of usage of outbound international traffic in any billing cycle month terminates to non-geographic numbers (excluding calls to cellphones / mobile phones and other non-geographic destinations explicitly identified on the Customer’s Rate Plan), Customer will be assessed an additional charge of \$5.99 per minute (or equivalent in the currency in which charges for the relevant calls are invoiced) for all minutes of outbound calls to non-geographic numbers in that billing cycle month.
- 4.12 Billing. Notwithstanding anything to the contrary in the Master Agreement (and regardless of the location of the Global Crossing and Customer entities that are a party to that agreement), the parties agree and acknowledge that all Enterprise VoIP Services described in these terms and conditions (including the provision of direct inward dial local numbers / direct dial inward local numbers) provided by Global Crossing in countries other than the United States will be provided by Global Crossing’s licensed affiliate in the applicable

country, and all charges in respect of those Services will (unless otherwise agreed in writing) be invoiced to Customer by, and payable by Customer to, the Global Crossing entity which is a party to the Master Agreement.

- 4.13 **Traffic Profile.** As a condition of the provision of Enterprise VoIP Services, Customer is required to provide Global Crossing with a voice traffic profile and forecast of its usage of the Services (collectively the "Customer Profile"). The rates applying to Customers use of the Services will be based upon (i) the Customer Profile or (ii) if Customer does not provide a Customer Profile, a standard profile of the distribution of traffic for Global Crossing's retail voice customers ("Standard Profile"). If Global Crossing 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 (3) calendar days' written notice, to increase the rates for the Services.
- 4.14 **Third Party Charges.** Customer understands that the charges (including Ancillary Charges) applying to the Services 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 Services are to be provided by Global Crossing to Customer. Accordingly, Global Crossing reserves the right, upon three (3) 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.
- 4.15 Notwithstanding anything to the contrary in the Master Agreement, notices under Sections 4.12 and/or 4.13 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.
- 4.16 Save as otherwise expressly set forth herein, Customer is liable for payment of all charges arising in connection with calls accessing the Global Crossing network through Customer's exchange that are made using any Service elements (including telephone numbers allocated to Customer) provided by Global Crossing to Customer as part of or in connection with Enterprise VoIP Services. Allegations by Customer of fraudulent or unauthorized usage of the Services shall not be a valid basis for disputing charges incurred in connection with usage of the Services, and Customer may not withhold payment, in whole or in part, on the basis of such claim.

## 5. Local Access Circuits and Equipment

- 5.1 Where Customer selects either Global Crossing IPVPN Service or DIA Service as the IP connection type for Enterprise VoIP Services, access from Customer's premises to the designated Global Crossing POP is accomplished via dedicated local access circuits with a minimum speed of T-1/E-1. If Customer requests Global Crossing to provide local access circuits (via third party subcontractors) 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 provided only that regardless of whether the Customer is ordering the Service on a month to month basis or on the basis for an agreed term of one or more years, Customer acknowledges and agrees that all local access circuits provided by Global Crossing are provided for a minimum initial Service Term of one year. If Customer terminates its Enterprise VoIP Service(s) and/or any related local access circuits within one year of the activation of such local access circuits, Customer shall remain liable to Global Crossing for any commitments to local access providers and/or any associated early termination charges. The placing of orders by Global Crossing for local access circuits is conditional upon satisfactory completion of interoperability tests referred to below.
- 5.2 Except as otherwise agreed with Global Crossing in writing, Customer is solely responsible for purchasing, installing and maintaining any and all interconnection equipment required for its use of the Services. 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.
- 5.3 Customer is required to have an IP enabled private branch exchange, PABX or Key System, IP Media Server or Integrated Access Device (in each such case an "Exchange"), at which its local access circuit(s) terminate, that complies with Global Crossing standards for the Services. Provision of the Services is conditional upon successful completion of interoperability tests, which will be coordinated between Customer and Global Crossing prior to Order acceptance and is subject to approval by Global Crossing of the Exchange to be used by Customer to interface with Global Crossing's network. The Exchange used by the Customer in conjunction with the Service must comply with one of the following standards: SIP or TDM for VoIP Local Service or VoIP OnNet Plus Service.
- 5.4 Upon notice from Global Crossing that any facilities, services, equipment or software used by Customer in connection with the Services are causing or are 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 will incur charges at Global Crossing's then current time and materials rates.

- 5.5 Customer must immediately notify Global Crossing if it modifies or changes the Exchange used to interface with the Services, or otherwise changes or adds any equipment which interfaces with the Services, in order to enable Global Crossing to reconfigure the IP ranges on Global Crossing's equipment used to provide the Services to Customer. Global Crossing will have no responsibility for any failure to terminate any calls made by the Customer pending such notification and reconfiguration.
- 5.6 Global Crossing will not be responsible if any changes in the Services 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.

## **6. Additional Service Terms**

- 6.1 Enterprise VoIP Services: (i) are retail only services, and resale of the Services 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) are 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 Services in connection with call center operations, Global Crossing will require detailed traffic forecasts and will discuss location-specific constraints relating to the Services. The terms of this Section 6.1 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 Services to Customer forthwith upon written notice. Notwithstanding this right, should Customer fail to comply with the terms of this Section 6.1, Global Crossing shall have the right (in lieu of terminating the provision of the Services) to immediately on notice increase the rates and/or charges payable by Customer for the Services, and Customer shall reimburse Global Crossing for any additional costs incurred by Global Crossing in the provision of the Services up to and including the effective date of such rate increases or termination.
- 6.2 Notwithstanding the Global Crossing and Customer entities that are parties to the Master Agreement, Customer acknowledges that all Enterprise VoIP Services described herein (including the provision of direct inward dial local numbers / direct dial inward local numbers) provided by Global Crossing in countries other than the United States will be provided by Global Crossing's licensed affiliate in the applicable country. In addition, Customer acknowledges that: (i) the provision of VoIP services may be subject to country specific laws and regulations in the countries in which those services are provided; (ii) Global Crossing shall have the right, upon reasonable written notice to Customer, to include additional or amended terms and conditions of Service provided in such countries to reflect such country specific laws and regulations ("Additional Conditions"); and (iii) any failure by Customer to comply with such conditions following notification shall entitle Global Crossing to terminate or suspend the provision of the Services (or any of them). Global Crossing shall provide Customer with thirty (30) days written notice of termination, and Customer shall have an opportunity to comply with the Additional Conditions during that notice period; provided, however, that the requirement to give notice in accordance with this clause shall not apply where Global Crossing is directed by a court or regulatory authority to suspend or terminate the provisions of the Services or such suspension is required, in the reasonable opinion of Global Crossing's legal advisors, in order to comply with applicable laws and regulations, in which case Global Crossing shall give as much notice as is practical in the circumstances.

## **7. Additional Terms Applying to Enterprise VoIP Outbound Service**

- 7.1 Outside the United States and the United Kingdom, operator assistance and emergency dialing (e.g., 911, 999 calls) are not available. Customer assumes sole responsibility for ensuring that all emergency service calls are routed appropriately via the Customer's Exchange 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 emergency services calls that originate from the Customer's premises.
- 7.2 Outside the United States and the United Kingdom Global Crossing's VoIP Outbound service is designed primarily to support the making of outbound calls to international locations. In countries other than the United States, Canada and the United Kingdom, calls to domestic numbers made using the Service must be dialed using the full international dialing code for the applicable country. All such calls will be routed to the applicable destination via the US and call quality may be impaired as a result.

## **8. Additional Terms Applying to Enterprise VoIP Local Service**

- 8.1 As part of VoIP Local Service, Customer may request Global Crossing to provide direct inward dial local numbers / direct dial inward local numbers (DIDs / DDIs) in local markets as defined by Global Crossing. Direct inward local numbers are direct inward dial addresses which permit a caller to access the user of that address directly through addressing/dialing permitted under the e.164 international public telecommunication numbering plan. Global Crossing will, upon request, make reasonable efforts to provide DIDs/DDIs; provided, however, that Customer acknowledges that the provision of such numbers is (i) subject to applicable regulatory rules, decisions and implementing procedures and (ii) subject to availability. Without limiting the generality of the foregoing, Global Crossing may refuse, at its sole discretion, to provide DIDs/DDIs, or any other in-country numbers such as nomadic or non-geographic numbers, or otherwise refuse to provide Service, in any country in which the Customer does not have an actual physical premises,

where Global Crossing is not authorized to provide DID/DDIs or where Global Crossing otherwise determines the Service is unavailable.

- 8.2 At Customer's request and where available, Global Crossing will take over Customer's existing DID/DDIs from Customer's existing service provider. Customer shall be responsible for executing whatever transfer documents are required by that service provider in order to facilitate porting the requested numbers to Global Crossing. A change order charge (set out in the Ancillary Charges list) will apply in respect of any requests to port UK DDI numbers that are cancelled within two (2) business days of the requested transfer date.
- 8.3 DID/DDI access numbers may be ordered from Global Crossing only in blocks of 1 through 19, 20 or 100. Underutilized or disconnected numbers must be returned by Customer to Global Crossing in the same consecutive groups as they were originally reserved/provided. If Customer returns UK DDIs in any other variation than the same consecutive groups in which they were originally provided, then a charge of 50% of the non-recurring charge(s) for those DDIs (as set out in the Rate Sheet) will apply.

#### **9. Additional Terms applying to VoIP On-Net Plus Service**

- 9.1 Upon ordering Enterprise VoIP On-Net Plus Service, Customer must work with Global Crossing to configure all Customer telephone numbers which are to be included in Customer's On-Net dialing plan (the "Service Dial Plan"). Customer understands and acknowledges that calls dialed to PSTN numbers will incur additional charges (per the rates set out in the Order Form for the Service or in a Pricing Schedule forming part of the Master Agreement, with the exception of those calls terminating at Global Crossing provided VoIP Local Service DID/DDI numbers. VoIP On-Net Plus Service supports short digit dialing (between 4 and 16 digits, at Customer's option). Customer can manage its own Service Dial Plan via Global Crossing's uCommand® web portal. At Customer's request, Global Crossing will assist Customer in relation to ongoing management of its Service Dial Plan; additional charges, as set out in the Service Order Form, apply.
- 9.2 If requested, Customer's Service Dial Plan can include number(s) that terminate to Global Crossing's reservationless audio conferencing system to facilitate On-Net access to Global Crossing's Ready-Access® Audio Conferencing Service. The use of the Ready-Access® Audio Service is subject to execution of an Order Form for that Service by the Customer and is subject to the terms and conditions applicable to Global Crossing Conferencing Services set out at [www.globalcrossing.com/terms](http://www.globalcrossing.com/terms).

#### **10. Additional Terms Applying to VoIP IFN and VoIP UIFN Service**

- 10.1 Global Crossing does not guarantee the availability of any requested IFN or UIFN Toll Free / Freephone number. Customer may not reserve or activate a Toll Free/Freephone number for the purpose of selling, brokering or releasing the Toll Free/Freephone number to another person for any fee or other consideration. Customer has no ownership interest in any Toll Free/Freephone number. Customer acknowledges that (i) Toll Free / Freephone numbers may be owned by the in-country PTT and not the Customer or Global Crossing, (ii) that the supply of numbers by a PTT or regulatory authority may be conditional upon Customer furnishing information, letters or other documentation by the Customer and (iii) that the PTT may deny the granting of a specific number and/or discontinue service related to a specific number if they do not approve of the manner or purpose for which it is used. In such circumstances, Global Crossing will make reasonable attempts to contact the Customer and advise as to the reason for such actions by the PTT or regulatory authority. Customer is responsible for all charges arising in connection with all usage of Toll Free/Freephone numbers provided to Customer as part of VoIP IFN / UIFN Service (including, without limitation, charges for wrong number calls). Global Crossing may, without liability, block any Toll Free/Freephone number having usage surges or heavy traffic loads that are atypical. If Customer wishes to transfer service in respect of Toll Free/Freephone numbers provided by Global Crossing to another carrier and the applicable PTT or other regulatory authority supports portability of the applicable numbers, Customer should continue active service with Global Crossing until Customer's new carrier confirms that service has been transferred to avoid disruption of service. After transfer of service Customer should cancel service with Global Crossing.

#### **11. VoIP Consulting Services**

- 11.1 As an additional feature of the Services, Customer may request the provision of VoIP Consulting Services, which consist of the provision of interoperability testing facilities and related engineering consulting services for Customer to test equipment interoperability and VoIP service call flows between Customer equipment and Global Crossing equipment. Interoperability facilities are available in Global Crossing's premises located in Phoenix, Arizona, US, and Basingstoke, UK. Customer may schedule timeslots for live testing with professional VoIP engineers. This Service element includes the following:
  - Public internet connection (no charge).
  - Live testing and advice with Global Crossing Sales Engineers.
  - Testing of equipment interoperability and Global Crossing Service call flows between Customer and Global Crossing equipment.
  - Protocol, Security, Signaling, and Service Feature Functionality Testing.
- 11.2 During interoperability testing, Global Crossing will facilitate the connection of Customer's equipment at its premises to Global Crossing's lab equipment. This connection will be established via Internet or (if applicable) via an existing IPVPN port provided

separately to Customer by Global Crossing as part of Global Crossing's Converged IP Services. At Customer's request, Global Crossing can facilitate the establishment of an IPSEC tunnel over the Internet between Customer's premises and the Global Crossing test lab. An additional charge applies to this Service feature. Global Crossing will provision two concurrent call flows for Customer. No usage charges apply to calls made using the Service. Customer understands and acknowledges that the Service is designed to be used to make limited calls for test purposes; Global Crossing reserves the right to suspend the provision of the calling features of the Service at any time if in its reasonable opinion Customer is using the Service for non testing purposes.

- 11.3 Lab engineering hours must be scheduled by Customer in advance. Each lab engineering hour (or part thereof) used by Customer for which a dedicated Global Crossing engineer is made available to Customer will be logged against the Customer's port and will incur charges at the rate set out in the Service Order Form. At Customer's request, Global Crossing will provide a monthly report detailing all lab engineering hours used by Customer, testing notes and related charges. Customer shall notify the designated Global Crossing sales engineer when Customer has completed its testing and no longer requires the provision of VoIP Consulting Service, at which time Global Crossing shall decommission the realm established for Customer and cease charging the monthly recurring charge for the Service.
- 11.4 Unless otherwise agreed in writing, VoIP Consulting Service is performed during Global Crossing's normal working hours in the relevant time-zone. Global Crossing shall use reasonable efforts to perform the Service within any agreed timescale, but unless otherwise expressly agreed in writing, shall not be liable for failure to meet such timescale.
- 11.5 Customer acknowledges that the full value of the Service is dependent upon its full and timely co-operation with Global Crossing as well as the accuracy and completeness of any information and data which the Customer provides to Global Crossing. Accordingly, Customer shall appoint a representative who shall provide liaison with Global Crossing and who shall be available at all times when the Service is being provided by Global Crossing.
- 11.6 The following charges apply in connection with VoIP Consulting Service, as detailed on an Order Form for the Service:
- Monthly Recurring Charge for each realm established for Customer
  - Hourly Charges for Engineering Lab hours described above
  - Non recurring charge for an IPSEC tunnel established at Customer request, as described above.
- 11.7 The Customer shall have sole responsibility for accomplishing any objectives for which the Customer purchases VoIP Consulting Service and for any subsequent decision to purchase any Global Crossing Enterprise VoIP services. Because no services can replace sound business judgment, Global Crossing shall not be responsible for any business decisions made, or actions taken by the Customer based on any part of the VoIP Consulting Service provided under these terms.

## **12. Additional Terms applying to US Services.**

- 12.1 **Billing:** Notwithstanding the Global Crossing and Customer entities that are parties to the Master Agreement, Customer acknowledges that:
- (a) All Enterprise VoIP Services provided to Customer in the US (including the provision of US DID) will be provided by Global Crossing Telecommunications, Inc., and all charges in respect of those services will be invoiced (in USD, EUR or GBP) to Customer by, and payable by Customer to, Global Crossing Telecommunications, Inc. or its designated billing agent; and
  - (b) All charges incurred in connection with the provision of US DID provided by Global Crossing to Customer outside the United States (as part of VoIP Local Service) will be grossed up to account for US taxes.
- 12.2 **Geographically Relevant Numbers:** In the United States, where the connection to the Global Crossing Network for VoIP Local Service (or VoIP On Net Plus Services) is via TDM dedicated voice circuit, only Geographically Relevant Numbers will be provided by Global Crossing as part of VoIP Local Service. For the purposes of the foregoing sentence, a "Geographically Relevant Number" is a 10-digit telephone number that is associated with the rate center in which Customer's physical premises, at which calls to or from such number terminate or originate, is located.
- 12.3 **Global Crossing Enterprise VoIP Toll Free Service™.** Global Crossing Enterprise VoIP Toll Free Service is available in the United States and Canada (only) and provides packetized interconnection for origination, transport and termination of toll free traffic over Global Crossing's worldwide VoIP Class 4 network to carrier dedicated facility. This Service supports SIP signaling. As part of this Service, Global Crossing can provide toll free numbers in the North America Numbering Plan (that is the 48 US contiguous States, Alaska, Hawaii, Guam, Saipan, US Virgin Islands, Puerto Rico and Canada) for termination to the Customer's IP address.
- 12.4 **Letter of Authorization:** As a condition of the provision of any of VoIP Outbound, VoIP Local, VoIP Toll Free and/or VoIP On-Net Plus Services in the US, Customer must complete and deliver a Letter of Authorization (in a form provided by Global Crossing) authorizing Global Crossing to provide the Services requested.



12.5 Automatic Number Identification: For VoIP Outbound and Toll Free Services in the United States, 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.

12.6 Domestic Offshore Locations. An additional charge of \$0.30 per minute will apply:

- (a) to all minutes of usage of Enterprise VoIP Outbound traffic in a billing cycle month if more than five percent (5%) of Customer’s minutes of usage of outbound traffic in that billing cycle month, originating in the U.S., terminates in one or more of the domestic offshore locations listed below (“Domestic Offshore Locations”), and/or
- (b) to all minutes of usage of VoIP inbound traffic in a billing cycle month if more than five percent (5%) of Customers total minutes of usage of inbound traffic to US VoIP Toll Free numbers in that billing cycle month originates in one or more of the Domestic Offshore Locations.

For the purposes of this Section, Domestic Offshore Locations are Alaska, Hawaii, Puerto Rico, Northern Marianas, U.S. Virgin Islands, and Guam.

12.7 Caller ID Name: As an optional feature of Enterprise VoIP Local Service provided in the United States, Customer may subscribe to Caller ID Name (“CNAME”) on a ‘per ANI’ basis. The charge for this Service feature is listed with other Ancillary Charges and will be applied to DID numbers for which Customer has subscribed to this Service feature. Caller ID Names displayed using this Service feature are dependent on the details furnished to Global Crossing by third party carriers, and Global Crossing makes no guarantees or warranties regarding the accuracy of such Caller ID Name details. Customer agrees that it shall not: (i) disassemble, deconstruct, decompile, or otherwise reverse engineer the CNAME information; (ii) use the CNAME information with any technology or in any way to produce a result or functionality comparable to CNAME service; (iii) use the CNAME information with computer-generated, random information ; (iv) use the CNAME information to build a database for resale or for access by a third party; (v) allow the CNAME information in any way to verify information from a third party that resells such data; or (vi) provide access to or information from the CNAME information to a company that resells such data or plans to resell to a third party access to such data.

12.8 VoIP E911 Transport Service and VoIP E911 Transport Service with Roaming: In the United States, where Customer purchases VoIP Local Service for its own internal use, Customer must also purchase VoIP Outbound Service supporting a minimum of two (2) simultaneous calls at each Customer location where VoIP Local Service is to be provided to facilitate making emergency (E911) calls. Additionally, where these circumstances apply: (i) provision of the Services to the Customer shall be conditional upon the execution by Customer of an E911 Acknowledgment in the form provided by Global Crossing; and (ii) Global Crossing will provide Global Crossing Enterprise VoIP E911 Transport Service. Enterprise VoIP E911 Transport Service (with or without roaming) is a non-optional, non-chargeable, mandatory service feature of VoIP Local Services provided in the United States when and if Customer subscribes to both VoIP Local and VoIP Outbound at the same US location. The Service routes Customer’s E911 calls over the wireline E911 network. Enterprise VoIP E911 Transport Service (with or without roaming) is not offered on a stand-alone basis.

12.8.1 VoIP E911 Transport Service without roaming is provided in conjunction with (i) all VoIP Local services ordered prior to April 1, 2011, and (ii) VoIP Local services ordered on or after April 1, 2011, by Customers with a TDM connection. VoIP E911 Transport Service with Roaming is provided in conjunction with VoIP Local services that are ordered on or after April 1, 2011, by Customers with an IP connection. Customers with an IP connection may convert standard VoIP E911 Transport Services ordered before April 1, 2011, to VoIP E911 Transport Service with Roaming. As part of the supply of standard VoIP E911 Transport Service without roaming, Global Crossing will provide to Customer a PSEUSDO number list. PSEUDO numbers will be assigned to each Global Crossing serving rate center and the appropriate serving public safety answering position (“PSAP”) or other emergency services center as designated by the relevant governmental authority. Customer will use this list identify the appropriate PSEUDO number that Customer will utilize to deliver a call from a particular location to Global Crossing to ensure the call is routed to the appropriate PSAP. Customer is responsible for delivering the call with the correct PSEUDO number, originating ANI and called number. Customer will also be required to provide Global Crossing with the end user information, including location charges, necessary for Global Crossing to update the ALI (Automatic Location Information) database. Global Crossing is responsible for providing to Customer a list of PSEUDO Numbers that relate to a user’s physical location to the relevant PSAP that Customer shall utilize in delivering 911-dialed calls to Global Crossing. Based upon the PSEUDO Number delivered by Customer on a 911 call, Global Crossing shall responsible for routing 911 calls to the relevant PSAP. Global Crossing is responsible for converting the called number or PSEUDO Number into “911” and routing to the appropriate PSAP. Global Crossing is responsible for notifying and providing Customer with a revised PSEUDO Number list in the event of any changes in routing information.

12.8.2 Customer understands and agrees that VoIP E911 Transport Service may not be available in all areas. Availability is determined by Global Crossing’s local networks, the network signaling supported by an individual PSAP and trunking. Customer is responsible for

(i) origination of “911” calls from its premises equipment (ii) assigning the appropriate PSEUDO number associated with the end user’s physical location (iii) delivering the end user’s as the Calling Number, and the corresponding PSEUDO Number as the Called Number in Initial Address Message (“IAM”) or other relevant field depending upon signaling protocol and (iv) providing the hardware and software necessary to utilize the VoIP DID or other Global Crossing provided local services in conjunction with Enterprise VoIP E911 Transport Service.

- 12.8.3 As part of the supply of VoIP E911 Transport Service with Roaming, Customer understands and agrees that Enterprise VoIP E911 Transport Service may not be available in all areas. Availability is determined by Global Crossing’s local networks, the network signaling supported by an individual PSAP and trunking. Customer is responsible for (i) origination of 911 calls from its premises equipment, (ii) delivering the end user’s ANI as the Calling Number and (iii) providing the hardware and software necessary to utilize the VoIP DID or other Global Crossing-provided local services in conjunction with Enterprise VoIP E911 Transport Service with Roaming.
- 12.8.4 Customer is responsible for complying with the registered location requirement set forth in 47 C.F.R. Section 9.5(d). In particular, Customer is responsible for providing correct Automatic Location Information (“ALI”) to Global Crossing to load into the relevant ALI database. Customer shall provide Global Crossing with correct ALI information and will be responsible for updating such information on a timely basis in response to subscriber changes in registered locations via a Customer facing portal supplied by Global Crossing. Customer will provide its initial physical location contemporaneously with the execution of its order for the Service. Prior to turn up of Customer’s initial service, Global Crossing will notify the Customer of any incorrect ALI information, and corrections must be re-submitted by the Customer. The Customer’s E911 service must be tested with the Customer prior to turn up of the initial services.
- 12.8.4.1 With VoIP E911 Transport Service with Roaming the Customer may update its service address information, after the initial turn up of services, via a portal supplied by Global Crossing. The portal will verify the address information submitted against the Master Street Address Guide (MSAG). If all information is correct, the address information will be updated into the ALI database. If the address information fails to validate, Customer must resubmit corrected address information via the portal for re-verification. Failure of Customer to provide a verified MSAG address will result in the originally provisioned ALI address to remain as address of record. The accuracy of all Customer service locations address updates provisioned via the portal are the sole responsibility of the Customer.
- 12.8.5 Customer acknowledges and understands that failure to provide the current and correct physical address and location will result in any emergency calls made by Customer being routed to the incorrect local emergency service provider.
- 12.8.6 Customer will provide a single point of contact, available 24x7, to Global Crossing’s Revenue Protection and NOC teams. Global Crossing’s Procedures for CLEC Annoyance Calls, Emergency 911 and CALEA requires Global Crossing to provide immediate assistance and access to the FBI, Police, US Secret Service, and/or any other legally relevant security function.
- 12.8.7 Customer understands, acknowledges and affirmatively consents to the following:
- 12.8.7.1 Routing of 911 Calls. Emergency calls from a location other than Customer’s Service address may not be directed correctly to a local emergency service provider. If Service is utilized from a location other than the Service Address and the location specified by Customer as part of the registration or address update process described above has not been completed, calls will not be routed to the correct local emergency service provider. The provider to whom any such 911 calls are routed will be unable to transfer the call to a local emergency service provider in the area from which Customer is calling.
- 12.8.7.2 Power or Broadband Service Outages. A power or broadband service outage may result in the unavailability of Global Crossing VoIP Services, including the dialing of 911. Should there be an interruption in the power supply, Global Crossing VoIP Services, including VoIP E911 Transport Service feature, will not function until power is restored. A power failure or disruption may require Customer to reset or reconfigure equipment after a broadband or power outage.
- 12.8.7.3 Service Outage Due to Suspension of Customer’s Service. A service outage due to suspension of Customer’s Service in accordance with the terms of Customer’s master Agreement may result in the unavailability of VoIP E911 Transport Service.
- 12.8.7.4 Possibility of Network Congestion and/or Reduced Speed for Routing Emergency Calls. Calls made using the limited emergency response service may be subject to network congestion and/or reduced routing speed.
- 12.8.7.5 Alternative Means of Accessing Emergency Services. Because of the limitations of Enterprise VoIP E911 Transport Service feature described above, Customer should have an alternative means of accessing emergency services available.
- 12.8.8 Disclaimer and Limitations of Liability. CUSTOMER ACKNOWLEDGES THAT ENTERPRISE VOIP E911 TRANSPORT SERVICE IS PROVIDED TO CUSTOMER ON AN “AS IS” BASIS. GLOBAL CROSSING HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE E911 TRANSPORT SERVICE, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. GLOBAL CROSSING DOES NOT WARRANT THAT THE E911 TRANSPORT SERVICE WILL MEET CUSTOMER’ REQUIREMENTS OR THAT OPERATION OF THE E911 TRANSPORT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT DEFECTS WILL BE CORRECTED.

12.8.9 Under no circumstances will Global Crossing be liable to Customer for damages of any kind arising out of or in connection with any failure of the Enterprise VoIP E911 Transport Service to conform to any particular set of specifications or documentation. The sole and exclusive remedy of Customer in the event of any dissatisfaction with Global Crossing Enterprise VoIP E911 Transport Service shall be termination of that service.

12.8.10 Customer agrees to indemnify and hold Global Crossing, and its personnel, harmless 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 emergency services calls that originate from Customer's premises or over Customer's facilities.

For: <b>CUSTOMER</b>	For: <b>GLOBAL CROSSING</b>
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

Full Customer Name: \_\_\_\_\_

Master Agreement Reference Number (if any): \_\_\_\_\_