

SPECIFIC TERMS FOR EQUIPMENT COLOCATION SERVICE

Equipment Colocation Service. These are the Specific Service Terms and Conditions for Equipment Colocation Service (“Equipment Colocation”), together with the Order Form for Equipment Colocation, which apply to Equipment Colocation provided by Global Crossing, in addition to the terms of any Master Services Agreement, Retail Customer Agreement, Carrier Services Agreement or other Global Crossing master agreement (in each case a “Master Agreement”) executed by the Customer and Global Crossing. Initial capitalized terms not defined in these terms and conditions have the meanings given to them in the Master Agreement.

1. Introduction

- 1.1 These terms and conditions apply to Space¹ provided at Global Crossing Facilities² in which Customer places its Equipment³. Customer shall execute an Order Form (in a form provided by Global Crossing) for each Facility at which Global Crossing permits Customer to locate its Equipment. For the purposes of these terms and conditions, including the grant of the license made in Section 2.1 below, ‘Global Crossing’ shall be the Global Crossing entity which owns the Facility in which Space is provided to Customer.
- 1.2 It is understood between Global Crossing and Customer (i) that Space is not offered by Global Crossing on a “common carrier” or “general availability” basis, (ii) that the availability of Space is contingent upon the existence or execution of a Master Agreement between Global Crossing (or its Affiliate) and Customer, (iii) that Space is provided by Global Crossing only in conjunction with other Global Crossing services, and (iv) that such Space as is provided by Global Crossing at its sole discretion upon acceptance of Customer’s order.
- 1.3 The following Schedules are annexed to these terms and conditions and form a part of them: Schedule 1, “Equipment Criteria,” Schedule 2, “Colocation Fees,” Schedule 3, “Facility Operations Policies,” Schedule 4, “Specific Jurisdiction Requirements for VAT”, Schedule 5 “Interconnect Access Options”, and Schedule 6 “Additional terms applying to certain facilities in Latin America”.

2. License, Term

- 2.1 In consideration of the payment by the Customer of the Colocation Fees⁴, Global Crossing grants Customer a license, for the Initial Term set forth in the applicable Order Form, to install, operate and maintain its Equipment at the Facility and in the Space in accordance with the terms and conditions herein. Except where otherwise specified in the Order Form, each Space is accepted “AS-IS” by Customer.
- 2.2 The Initial Term shall commence on the first day the Space is made available by Global Crossing. At the expiration of the Initial term, the term shall renew and continue on the same terms and conditions until terminated by either party upon sixty (60) days’ notice to the other party. For the avoidance of doubt, Colocation Fees shall continue to be payable by the Customer for the duration of the notice period referred to in the previous sentence. Global Crossing shall provide 60 days’ notice to Customer (or such period of notice as Global Crossing itself has, if lesser) of any known event, whether termination, expiration, cancellation or other which could impact Global Crossing’s continued use of the Facility. Global Crossing reserves the right to increase Colocation Fees payable following any renewal of the term after the expiration of the Initial Term. Notwithstanding anything else to the contrary in this Section 2.2, the license granted to Customer shall terminate forthwith upon termination of the Master Agreement for any reason

¹ “Space” means the specific location within the Facility, including, without limitation, racks, cabinets, cages, square meters/square footage, as identified on the Order Form.

² Facility means the premises at which Space is to be provided to Customer by Global Crossing for colocation by the Customer, as identified on the Order Form.

³ Equipment means telecommunications equipment owned by the Customer which is acceptable, at the sole discretion of Global Crossing, for installation in the Space at the Facility, and which is compliant with the Equipment Criteria set forth in Schedule 1.

⁴ Colocation Fees means the collective charging elements described in Schedule 2 to these terms and conditions. The Colocation Fees specifically applicable to colocation at a particular facility are set forth on the Order Form.

- 2.3 Customer may only use the Space for its corporate business purposes relating to the reception and/or provision of telecommunications and related services; placement of Equipment in the Space for any other purpose is strictly prohibited. Equipment shall comply with the Equipment Criteria set forth in Schedule 1 to these terms and conditions, and compliance shall be demonstrated to the satisfaction of Global Crossing prior to installation and commissioning. Equipment shall be physically segregated, in a manner satisfactory to Global Crossing, from equipment of Global Crossing and equipment of other colocating parties.
- 2.4 Subject to the provisions of this Section 2.4, Customer may place equipment of unaffiliated third parties in the Space ("Third Party Equipment"). Third Party Equipment shall be at the sole risk and of Customer, it is expressly agreed that Global Crossing shall have no liability whatsoever for Third Party Equipment placed in the Space by Customer. Installation of Third Party Equipment in the Space by Customer shall not entitle such third parties to have any access to the Space or facility and any such access shall be requested and arranged in advance by Customer and granted at the sole discretion of Global Crossing. Any such third parties shall be considered the invitees of Customer for the purposes of the indemnity provisions contained in section 7 of these terms and conditions. Third Party Equipment may be placed only in Space provided by Global Crossing at Global Crossing collocation facilities, and not at regeneration sites, optical amplifier sites, landing stations or any other similar Global Crossing facility where Global Crossing does not traditionally provide collocation Space.
- 2.5 Customer acknowledges that it has been granted only a license to occupy the Space and that the license granted under these terms and conditions does not create or vest in the Customer (or in any other person) any leasehold estate, easement, ownership interest, or other property right or interest of any nature in any part of the Facility including the Space. Customer expressly disclaims any right, title or interest in, or any perpetual right to use, the Facility, the Space, and any equipment or other property of Global Crossing at the Facility. Customer shall not (i) sub-license or otherwise transfer the Space to unaffiliated entities or (ii) assign, mortgage, sublease, encumber or otherwise transfer its rights under these terms and conditions or the license granted hereunder, or attempt to do so. Any attempt by Customer to encumber the Space or permit the use or occupancy by anyone other than Customer (or an Affiliate assignee) shall be void and shall entitle the Global Crossing to terminate the license hereby granted without notice.
- 2.6 Customer shall remove its Equipment from the Space on or before the effective date of termination of the applicable license. If Customer fails to remove its equipment upon termination, upon written notice from Global Crossing, Customer shall have 10 days in which to remove its Equipment. If not removed by the end of the 10 day period, Global Crossing may remove and retain the Equipment for a 30 day period, following written notice to the Customer requesting instructions. If instructions are not received by the end of that 30 day period, Global Crossing may deem the Equipment to have been abandoned by Customer and Global Crossing may, without further notice, remove and sell or abandon the equipment without incurring liability to Customer. Global Crossing may charge Customer and Customer shall pay Global Crossing's expenses related to the retention, removal, abandonment or sale of the Equipment. Customer agrees that any amounts remaining from the sale of the Equipment after deduction for Global Crossing's said expenses shall be applied to any amounts owed by Customer to Global Crossing or its Affiliate under these terms and conditions or the Master Agreement.
- 2.7 Customer's sole and exclusive remedy for Global Crossing's delay in tendering possession of the Space shall be an abatement of the Colocation Footprint Fee until possession of the Space is delivered to the Customer.

3. Charges

- 3.1 The Colocation Fees are as described in Schedule 2 and as specified on the Order Form. Monthly Recurring Charges ("MRCs") for applicable Colocation Fees shall be payable in advance and without abatement, deduction, counterclaim or setoff commencing on the first day of the relevant license term and thereafter on the same invoicing schedule as applies to Customer's Master Agreement. Notwithstanding anything to the contrary in the Master Agreement, Customer understands and acknowledges that all Colocation Fees in respect of Space afforded to Customer in a particular Facility will (i) be invoiced by, and payable to, the Global Crossing company which owns or leases the applicable Facility and (ii) be invoiced in the currency of the country in which such Facility is located, or, at Customer's request (for collocation in Europe as well as the US), in US Dollars.

- 3.2 If Customer cancels its order at any time prior to installation, Customer agrees to pay Global Crossing (i) the Colocation Installation Fee and Make-Ready Fee⁵ (if any) set out on the Order Form and (ii) three months' Monthly Recurring Charges for the terminated Space. Customer agrees that the termination charges provided for in this Section 3.2 are based on an agreed revenue expectation and are not a penalty.
- 3.3 The following provisions with respect to taxes apply in addition to any provisions regarding taxes in the Master Agreement.
- (a) Customer shall be responsible for payment of all taxes related to the ownership or operation of its Equipment.
- (b) If, in any jurisdiction in which Global Crossing provides Space to Customer, the grant of the license provided for in Section 2.1 above is regarded as the letting or leasing of immovable property for value added tax purposes and the value added tax legislation offers the possibility to elect to waive the exemption and charge value added tax, then Global Crossing and (if necessary) Customer agree to elect to waive the exemption and fulfill all necessary actions and arrangements to meet the requirements in applicable laws and regulations to validate such election. Schedule 4, "Specific Jurisdiction Requirements for VAT," sets forth additional requirements in the jurisdictions there listed with respect to VAT, which shall apply to any Equipment placed by Customer in a listed jurisdiction pursuant to these terms and conditions.
- (c) If and to the extent value added tax applies to any part or all of the grant of a license to Customer hereunder, Global Crossing or its authorized agents agree to issue to Customer an invoice or invoices which include such value added tax and are suitable for presentation to the applicable value added tax authorities, and Customer shall pay such value added tax. In connection therewith, Global Crossing agrees to cooperate with Customer (at Customer's expense) in recovering such value added tax.
- 3.4 On the date of issue of the thirteenth invoice for the Collocation Footprint fee for each Facility at which Colocation Service is provided to Customer, and on each subsequent annual anniversary thereof, Global Crossing shall have the right to increase the Collocation Footprint fee for such Services by a percentage equal to the percentage increase in the Consumer Price Index in the twelve month period ending two months prior to the applicable anniversary for the jurisdiction in which the applicable Facility is located. In addition, Customer understands that the Collocation Fees are reflective of the charges levied on Global Crossing by third party providers for utilities such as light, power and cooling services ("Third Party Charges"), and that such Third Party Charges may be subject to change during the term for which Colocation Service is to be provided by Global Crossing to Customer. Accordingly, Global Crossing reserves the right, upon no less than thirty days' notice to Customer (which notice may take the form of an insert message transmitted with Customer's invoice) to change Collocation Fees to reflect changes in Third Party Charges levied on Global Crossing.

4. Access, Installation and Maintenance

- 4.1 Installation and maintenance of Equipment shall be performed by Customer at its expense on a schedule mutually agreeable with Global Crossing; Global Crossing shall be responsible for maintenance only of the Facility and the Space.
- 4.2 Customer shall not make any alterations, changes, additions or improvements to either the Facility or the Space without Global Crossing's prior written consent. Cross-connection of Equipment to an access vendor or to Global Crossing's network, if approved by Global Crossing, shall be performed only by Global Crossing. (Cross-connection to a non-vendor colocating party is prohibited.)
- 4.3 Global Crossing shall provide access to Space in Global Crossing Colocation facilities 365 days per year, subject to compliance by Customer with the provisions of any access policies and/or procedures applying at each specific Facility. Access to Space afforded by Global Crossing at Global Crossing regeneration sites will be restricted and subject to agreement on a case by case

⁵ Make-Ready Fee means the amount set forth on the Order Form for the cost of engineering or improvements to the Space required to be made by Global Crossing in order to permit Global Crossing to provide the Space, including any costs for appropriate segregation of Global Crossing's equipment from Customer's Equipment.

basis. Access policies and procedures (including procedures for emergency access) vary between Global Crossing Facilities, and will be set out in a Service Manual / Welcome Kit which will be provided by Global Crossing management in respect of each Facility in which Global Crossing provides Space to Customer. In general, access for Customer to Facilities is limited to entrance to the Facility, plus passageways leading to the Space, plus the Space itself. Access to Space in Facilities staffed by Provider is available during normal business hours (08.00 am to 5.00 p.m. local time.) Customer requests for access to Space at (i) Facilities outside normal business hours and/or (ii) unmanned Facilities, is subject to an escort fee as described in Schedule 2. Customer shall at all times comply with all safety, security and access rules of Global Crossing applicable at each Facility.

- 4.4 If Customer contracts for installation or maintenance by a third party, Customer shall notify Global Crossing in writing of the identity of and authorization for its third party. Approval of a nominated third party is within the absolute discretion of Global Crossing (and may not be approved at Global Crossing facilities, including Global Crossing regeneration sites). If approved, the provision of access to such third party maintenance providers shall be subject to these terms and conditions and the applicable Service Manual / Welcome Kit.
- 4.5 Global Crossing shall have access to the Space at all times and shall have the unfettered right to review any installation and/or maintenance work carried out by Customer or its third party agent(s). If Global Crossing is of the reasonable opinion that installation and/or maintenance work carried out by Customer or its agent(s) will jeopardize the integrity of the Facility, any equipment therein, or of the Global Crossing network, Global Crossing shall give notice to the Customer and shall be entitled (at Customer's expense) to remedy such installation and/or maintenance.

5. Interconnect Access Service & Mid Span Meet Service

- 5.1 **Interconnect Access Service** provides connectivity over a dedicated circuit between a Customer and a third party (which may include a third party local access provider). The Service is available on an individual case basis. The Service is unstructured, meaning that the frame structure for traffic to be transmitted using the Service is determined by the Customer's application and is not constrained by the dedicated circuit itself. The Service is designed to comply with ETSI and ITU-T recommendations. Customer shall be solely responsible for arranging the provision of any services required from any third party with whom it wishes to interconnect. In order to optimize the efficiency of Digital Distribution Frame (DDF)/Optical Distribution Frame (ODF)/Fiber Terminating Point (FTP) rack and cable tray space, Global Crossing may require Customer and the third party with whom it wishes to interconnect to bundle (multiplex) large quantities of interconnect access circuits into a higher order data stream (e.g. multiple twisted pair and coaxial circuits into optical circuits). In no circumstances will Global Crossing facilitate the installation of copper wire or coaxial cable into its Facilities.
- 5.2 Upon installation of an Interconnect Access circuit, Global Crossing shall perform applicable (OTDR or Bit error or Continuity) measurement tests. At completion of Service installation, Global Crossing will provide Customer with a single point of contact for maintenance issues which will be available on a 24 hour x 365 day basis. Maintenance support for each element of Interconnect Access Service is on a circuit level basis between the applicable demarcation points.
- 5.3 If for any reason the underlying Global Crossing Service associated with an Interconnect Access circuit is terminated (including by expiry of its applicable Service Term without any renewal), Customer shall, within fifteen (15) days of termination or expiry of the underlying Service, take all reasonable steps to effect an orderly disconnection of the Interconnect Access Circuit, including but not limited to withdrawing, terminating and/or revoking any applicable *Circuit Facility Assignment* ("CFA") obtained through a local access provider. If Customer fails to do so within the specified time limit, Customer hereby (i) authorizes Global Crossing to disconnect the applicable third party local access circuit(s) from its Network and to instruct the local access provider on Customer's behalf to remove the CFA from Global Crossing's shared or dedicated facilities and (ii) agrees to reimburse Global Crossing for any ongoing charges levied by the local access provider until the local access circuit and any CFA is removed.

- 5.4 The provision of Interconnect Access Service in Europe is subject to the additional terms set out in Schedule 5.
- 5.5 **Mid Span Meet Access Service** (“**MSM Access**”) provides connectivity between a Global Crossing Point of Presence (“**Global Crossing POP**”) and a Network Fiber Distribution Panel (“**NFDP**”) owned and maintained by Global Crossing on Global Crossing premises. The connectivity is accomplished by a fiber jumper cable supplied by Global Crossing. The connection at the Global Crossing POP is to dedicated circuit(s) previously purchased by Customer. MSM Access is available for connections to the Global Crossing network at the optical level (speeds of OC-3 or higher), in the US, electrical connections may be available upon request, on an individual case basis. MSM Access is offered by Global Crossing on an “as available” basis.
- 5.6 The demarcation points for MSM Access are (i) the Customer side of the NFDP at Global Crossing’s premises (the “**MSM Interface**”) and (ii) the NFDP in Global Crossing’s POP. Customer is responsible for handing off an acceptable interconnecting signal and installing the fiber in accordance with the requirements of this section. Customer is responsible for (a) bringing interconnecting fiber to Global Crossing’s premises, which shall be identified to Customer by street address, floor and room number (if applicable), and (b) installing the interconnecting fiber at the MSM Interface using an appropriate jack or “tie down” for the purposes of connecting circuit(s) at the MSM Interface. Customer is responsible for arranging access to the building housing Global Crossing’s premises in order to bring its interconnecting fiber to that premises, and for performing installation of the interconnecting fiber at that premises. Where such works are to be carried out by Customer’s subcontractor, Global Crossing reserves the right to approve the use of such subcontractor. The Global Crossing premises at which MSM Access is to be installed is deemed included within the definition of the term Space as that term is used in these terms and conditions.
- 5.7 On installation of MSM Access, Global Crossing will provide Customer with a single point of contact for maintenance issues. Maintenance is provided by Global Crossing on a 24 hour x 365 day basis on (a) service elements between the Global Crossing POP and the Global Crossing side of the NFDP and (b) the NFDP itself.
- 5.8 Pricing for Interconnect Access Service and MSM Access will be set out in an Order Form. Customer acknowledges that Global Crossing will commence provisioning of Customer’s order for Interconnect Access Service and/or MSM Access in reliance upon Customer’s order. In the event of cancellation of Customer’s order for any reason prior to the applicable Service Commencement Date, Customer shall be liable to pay Global Crossing, as liquidated damages, all reasonable and documented costs incurred in reliance upon Customer’s order, subject to a maximum of 100 % of the quoted installation cost.

6. Insurance

- 6.1 During the term of any license granted to Customer to occupy Space, each party shall obtain and maintain and keep in full force and effect, at their respective expense, the following forms of insurance with the minimum limits stated below (or the equivalent local currency coverage in the jurisdiction in which Space is located):

Form of Insurance	Minimum Limits of Insurance
(a) (i) Workers Compensation and (ii) Employers Liability	Statutory \$1,000,000 per occurrence (BI/disease)
(b) Property Insurance, on an All-Risks Form, protecting the property owned by each party to the agreement. Such insurance shall also provide Business Interruption coverage and shall contain a mutual waiver of subrogation in favor of each party to the agreement.	Replacement Cost value of the property insured.
(c) Commercial General Liability on an occurrence basis, including premises operations, products and completed operations, contractual liability, and personal and advertising injury coverages, naming each other as additional insureds.	\$1,000,000 per occurrence and aggregate
(d) Commercial Automobile Liability covering all leased, owned and non-owned vehicles and naming each other as additional insureds.	\$1,000,000 per occurrence combined single limit for bodily injury and property damage liability

(e) Umbrella Liability on a follow form basis.	\$4,000,000 per occurrence and aggregate excess of the Commercial General Liability and Commercial Automobile Liability Insurance
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6.2 Each party agrees to have included in each of the insurance policies required under this Section, a waiver of the insurer's rights of subrogation against each other. Each insurance policy shall be maintained with an insurer having a rating of at least an "A-" (minus) X in the most currently available Best's Insurance Reports and shall provide for at least thirty (30) days prior written notice to the certificate holder in the event of cancellation of any policy. If requested by the other, each party shall furnish to that other, acceptable Certificates of Insurance demonstrating compliance with these requirements. Any breach of this Section by Customer shall be deemed a material breach of these terms and conditions entitling Global Crossing to terminate the applicable license forthwith.

7. Damage to Space & Relocation of Equipment

7.1 If the Facility in which the Space is located is damaged by fire or other casualty (and the damage affects the Space), Global Crossing shall give prompt notice to Customer of such damage. If Global Crossing's landlord or Global Crossing (i) exercises an option to terminate the applicable lease as a result of such damage or (ii) decides not to rebuild the applicable Facility, the license granted to Customer in respect of the applicable Space shall terminate as of the date of such exercise or decision as to the affected Space and the Colocation Fees paid by Customer shall be abated and modified accordingly. If neither the landlord of the affected Facility nor Global Crossing exercises the right to terminate or not to rebuild, the landlord or Global Crossing, as applicable, shall repair the Facility to substantially the same condition it was in prior to the damage, completing the same with reasonable speed. In the event that such repairs are not completed within a reasonable time, Customer shall thereupon have the option to terminate its license with respect to the affected Space; such option shall be the sole remedy available to Customer against Global Crossing under these terms and conditions with respect to this matter. If the Space or any portion thereof is rendered unusable by Customer by reason of such damage, the Colocation Fee for such Space shall be proportionately abated, based on the amount of square footage/meter which is rendered unusable, for the period from the date on which such damage occurs to the date on which such damage has been repaired, and such abatement shall be the sole remedy available to Customer against Global Crossing under these terms and conditions with respect to this matter.

7.2 Global Crossing shall be entitled, upon reasonable written notice to Customer, to change the Space allocated for Customer's Equipment in any Facility as a result of a change in the design or layout of a Facility, or to change the location of a Facility to a different location. Global Crossing and Customer shall share the reasonable cost of such changes and relocation, including internal re-cabling and moving, provided that (i) Global Crossing's maximum liability under this Section shall be limited to the total of all Monthly Recurring Charges in respect of the affected Facility paid by the Customer for the last monthly billing cycle preceding the move and (ii) nothing in this section shall impose any liability on Global Crossing for any costs incurred by Customer in relation to any Customer arranged local access circuits, including but not limited to, the costs of terminating, moving or re-ordering any such local access circuits.

8. Indemnification

8.1 In addition to any indemnification obligations under the Master Agreement, Customer shall be liable for and shall defend and indemnify Global Crossing (and its landlords) harmless from and against any claims, demands, actions, damages, liability, judgments, expenses and costs (including reasonable attorney fees) arising from (i) Customer's use of the Space or (ii) any damage or destruction thereto or to the Facility or to equipment or property therein or to Global Crossing's network caused by or due to the acts or omissions of Customer, its employees, agents or invitees, or any malfunction of the Equipment located in the Space. Customer agrees that Global Crossing shall have no liability to Customer in respect of its personnel or Equipment while located at a Facility, other than as set forth in the Master Agreement.

9. Governing Law.

9.1 Notwithstanding anything to the contrary in the Master Agreement, the construction, interpretation and operation of these terms and conditions shall be governed (i) in the case of Facilities in the United States, by the laws of the State of New York and (ii) in the case of Facilities located outside the United States, by the laws of the country in which the applicable Facility is located.

Schedule 1**EQUIPMENT CRITERIA**

Except where otherwise listed on the Order Form, Customer's Equipment shall comply with the following criteria:

1. Telecom lines shall be extended from an organized and protected distribution frame;
2. Spare equipment shall be kept within the confines of the Space;
3. AC and DC power distribution shall take place within the Space where available;
4. Equipment shall include all necessary fans and ventilation;
5. Equipment density shall be consistent with available power supply;
6. Equipment density shall be consistent with floor loading at the Facility;
7. Grounding facilities shall be included;
8. All cable shall be tied and harnessed in an orderly fashion;
9. All Equipment shall be suitably labeled as belonging to Customer, including any safety notices and instructions for emergency repairs and /or contacts;
10. All associated records and documents shall be available for safe storage in the Space, with Customer separately holding a complete set of such information at its premises;
11. AC UPS equipment shall not be installed in the Space; and
12. All Equipment shall comply with applicable laws, rules and regulations in the jurisdiction where located (including specifically in Europe, but without limitation, the EU EMC Directive (89/336/EEC) and the EU Low Voltage Directive (73/23/EEC))

SCHEDULE 2
COLOCATION FEES

(Not all services are available at all Facilities)

The following Colocation Fees are set out in the Colocation Order Form unless otherwise indicated

Colocation Additional Power Charge	A. NRC: Fee covers the costs associated with increasing the power to the Customer's Equipment beyond the standard offering including any Global Crossing upgrade costs. Standard available power is thirty (30) amps DC breaker / Fuse in North America, sixteen (16) amps DC Breaker in Europe and 1.5 kVA useable power in Latin America. Where available, standard AC power is twenty (20) amps 120V or ten (10) amps 208V AC breaker in North America, three (3) amps 230V AC breaker in Europe and 1.5 kVA useable power in Latin America B. MRC: Fee to cover the ongoing costs of providing additional power.
Colocation Redundant Power Charge	A. NRC: Fee covers the costs associated with increasing the power to the Customer's Equipment beyond the standard offering, including any Global Crossing upgrade costs. Standard offer includes a Redundant DC circuit in North America, Europe & Latin America and a single AC feed in North America and Europe. A Redundant AC feed is provided as standard in Latin America. B. MRC: Fee to cover the ongoing costs of providing additional redundant power.
Colocation Cabinet	NRC: Fee to cover Global Crossing's purchase cost for a cabinet purchased on behalf of Customer.
Colocation Cage	NRC: Fee to cover Global Crossing's purchase cost for a cage purchased on behalf of Customer.
Colocation Escort Fees	NRC: For access by Customer to (i) manned Facilities outside normal business hours and (ii) unmanned Facilities at all times.
Colocation Footprint	MRC: Fee to cover ongoing costs of Space, standard power and environment.
Colocation Installation	NRC: Fee to cover the cost of installation of Customer's rack, cabinet or cage and/or providing power and fiber/coax to the Space.
Colocation Make Ready Fee	NRC: Covers the cost of engineering or improvements to the Space above and beyond the NRC for Colocation Installation Fee.
Colocation Rack	NRC: Fee to cover Global Crossing's purchase cost for a rack purchased on behalf of Customer.
Interconnect Access Fee	MRC and NRC: Fee applies when a customer requests interconnect access as described in section 5.1. Interconnect Access is priced per end and varies depending upon circuit speed of the connection.
MSM Access	MRC and NRC: Fee applies when a customer requests MSM Access as described in section 5.6.
Cancellation Charge	As set forth in section 3.2 of the Colocation terms and conditions.
Storage Charge	NRC and MRC: Fee to cover (i) storage of Customer Equipment delivered early to a Facility (see Schedule 3) and (ii) the provision (where requested) of a small storage rack or cabinet for storage of Customer Equipment.

Schedule 3**FACILITY OPERATIONS POLICIES**

The following are general policies adopted for the security and safety of all Colocating Parties. Global Crossing may make reasonable changes and additions to these Policies and will give Colocating Parties reasonable prior notice of any changes or additions. In addition, any additional policies applying at a specific facility will be set out in a Service Manual / Welcome Kit which will be provided to Customer by Global Crossing management at each Facility in which Global Crossing provides Space to Customer.

1. All Colocating Parties will observe the shipping and receiving policies adopted by Global Crossing. Customer should arrange for the transit delivery of all Equipment to the Space at its sole cost and expense. Customer shall provide Global Crossing with reasonable prior notice (not less than two (2) business days) of the actual delivery date of the Equipment.
2. A Colocation Work Package (statement of work) will be completed by Global Crossing and Customer for Space ordered by Customer. Each Colocation Work Package will specify a target date on which the Space is expected to be ready for Customer's use (the "Expected Ready for Service Date").
3. Customer must not arrange shipping of Equipment to a Facility until the Colocation Work Package for the applicable Space has been completed, and must co-ordinate delivery schedules so that shipments of Equipment do not arrive at a Facility before the applicable Expected Ready for Service Date. Global Crossing shall be entitled to reject delivery of Equipment that arrives at a Facility before completion of the applicable Colocation Work Package. A storage charge (as detailed in the Order Form) will apply (i) to storage of any Equipment that is delivered to a Facility (and accepted by Global Crossing) before the completion of a Colocation Work Package and (ii) to storage of any Equipment that is delivered to a Facility before the Expected Ready for Service Date for the applicable Space.
4. Colocating Parties are responsible for clean up and for disposal of all boxes and equipment daily. Colocating Parties that do not comply may be billed for a cleanup charge.
5. When reasonably possible, all Colocating Parties are required to give seventy-two (72) hours prior notice to Global Crossing (through the contact provided by Global Crossing) prior to visiting a colocation Facility for a non-emergency visit. All tours of a Global Crossing colocation Facility must be arranged at least one business day in advance.
6. Each Customer will designate one or more person(s) whom Global Crossing may contact at any time in the event of an emergency or otherwise as needed by Global Crossing. Customer will provide to Global Crossing a means of contacting such person(s) at any and all times.
7. Upon Customer's entry into Global Crossing Colocation Facility, Global Crossing may (at its discretion) accompany Customer inside Global Crossing Colocation Facility, and Global Crossing may (at its discretion) remain with Customer for the entire time that Customer is in the Facility. Colocating Parties are required to sign in and out when exiting and entering the Facility.
8. Global Crossing will not identify the location of any Customer's Equipment in the Global Crossing Colocation Facility. Should Customer desire to identify its Equipment or Space, the means of identification will be subject to Global Crossing's prior approval before Customer uses such means of identification.
9. Global Crossing may access any Customer's Space (i) as needed during an emergency; and (ii) as needed to perform those services necessary for the use of the Global Crossing Colocation Facility by all Customers. Global Crossing will not touch, maintain, use, upgrade, repair or operate Customer's Equipment, except in an emergency or unless authorized by Customer.
10. Every person who accesses a Global Crossing Colocation Facility must use the then-in-use secure access means to enter and exit the Facility.
11. Customer shall not cause harm to the Space or the Facility of Global Crossing, or third parties;
12. Customer shall not interfere in any way with Global Crossing's use or operation of the Facility or with the use or operation of any third party facilities;
13. Customer shall be in full compliance with telecommunications industry standards and in accordance with Global Crossing's requirements and specifications.
14. All Equipment must be mounted on racks or in cabinets, and using appropriate brackets, except where otherwise expressly permitted in writing by Global Crossing. Customer is solely responsible for assuring that the Equipment is mounted in an efficient and appropriate manner.
15. All cabling regardless of location, shall be tied and organized, run to the side of the rack, and labeled. Connectors must be secured in the interface socket.
16. Customer must provide for remote access (via modem or other means) where available, in order to administer, configure, monitor and operate the Equipment. Global Crossing will make available analog ports, but it is the Customer's responsibility to arrange for service.
17. Customer shall, at all times, act in a professional manner. Global Crossing may remove any personnel of Customer or any third party agent of Customer not in compliance with its rules and regulations, and may prohibit access by any person at its discretion.
18. Customer is solely responsible for obtaining any and all necessary building permits or other authorizations required for colocation of its Equipment.

Schedule 4**SPECIFIC JURISDICTION REQUIREMENTS FOR VAT**

"VAT" means (i) in the UK, value added tax as provided for in the Value Added Tax Act 1994 (as amended or re-enacted in each case from time to time) and legislation supplemental thereto; ii) in other Member States of the European Union, the tax levied in any relevant Member State pursuant to Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax (as amended); and (iii) in any jurisdiction that is not a Member State, any Value Added Tax or equivalent tax; in any of these cases, at the rate in force when the relevant supply is made, and includes any tax of a similar nature substituted for, or levied in addition to such value added tax.

As stated in the Master Agreement, Global Crossing's fees are exclusive of taxes, which are to be paid by Customer. This Schedule contains further guidance on taxes in specific countries; the guidance applies only to Facilities located in a specifically referenced country.

Netherlands. For colocation services in the Netherlands, reference is made to Article 6a of the VAT Ordinance (Uitvoeringsbeschikking omzetbelasting 1968, Artikel 6a). The Customer declares that it is entitled to deduct at least 90% of the value added tax due as referred to in Article 15, sub section 4 of the Turnover Tax Act 1968 (Wet op de Omzetbelasting 1968) and jointly elects to waive the exemption with the Global Crossing. The Customer will advise Global Crossing of the start date of its financial year. Global Crossing explicitly declares that it shall incorporate these terms and conditions into its accounts as is required pursuant to Article 34 A of the Turnover Tax Act 1968.

Germany. For colocation services in Germany, reference is made to Sec. 4 Nr. 12 and Sec. 9 of the German VAT Code ("Umsatzsteuergesetz"). The Customer shall only use the premises of Global Crossing for turnover which does not preclude Global Crossing's right to deduct value added tax and shall without undue delay inform Global Crossing of any and all circumstances which might affect such right. The Customer shall provide to Global Crossing, upon request, all documents necessary to enable Global Crossing to fulfill its information duties towards the tax authorities under Sec. 9 para. 2 of the German VAT Code.

Schedule 5**SPECIFIC TERMS APPLYING TO INTERCONNECT ACCESS SERVICE IN EUROPE**

- 1.1 Details of the specific configuration for the Service requested by Customer shall be set out in an Order Form for the Service. The available configurations are as follows:

Option 1: The third party with whom Customer wishes to interconnect (i) has a collocation agreement in place with Global Crossing and (ii) has appropriate connectivity to the Global Crossing dedicated area where connections can be established between parties collocated at the facility (the “Interconnect Room”), as illustrated below.

Option 2: The third party with whom Customer wishes to interconnect is a telecommunications services provider who provides services to Global Crossing a (“Vendor”). At its discretion and subject to availability, Global Crossing will provide the connection to a Vendor, as illustrated below.

- 1.2 The demarcation points for the Service are:

- (a) for bandwidths lower than OC3/STM1, at the output side of Customer’s DDF in Customer’s Space and the relevant DDF in the Interconnect Room; or
- (b) for bandwidths OC3/STM1 and higher, at the output side of Customer’s ODF or FTP in Customer’s Space and the relevant ODF in the Interconnect Room.

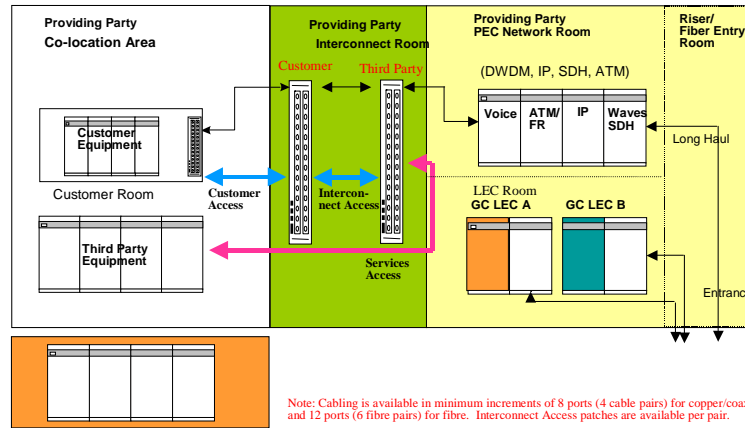
- 1.3 Global Crossing will provision and install non-exclusive distribution frame(s), sub-rack(s) and shelf/shelves in the Interconnect Room, consisting of a Customer side DDF, ODF or FTP and a Service side DDF, ODF or FTP. Customer shall install its own DDF, ODF or FTP, and/or enable Global Crossing to install a shadow DDF, ODF or FTP at Customer’s expense, in the Customer’s Space. Customer shall be solely responsible for monitoring capacity available on any DDF, ODF or FTP used by it in relation to Interconnect Access Service.

Interconnect Access - Option 1

Interconnect Access Service

1. Customer interconnection to Third Party in Co-location Area

- Customer will order Interconnect Access Service to a Third Party present in the Co-location Area.
- Interconnect(s) will be done in the Providing Party Interconnect Room.
- Customer can order Interconnect Access Service, provided that the Third Party agrees to Service Access (or disconnect) with Providing Party.



Note: Cabling is available in minimum increments of 8 ports (4 cable pairs) for copper/coax and 12 ports (6 fibre pairs) for fibre. Interconnect Access patches are available per pair.

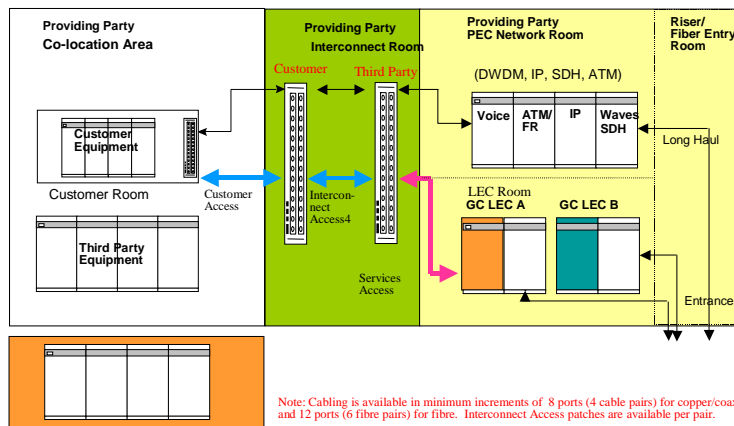


Interconnect Access - Option 2

Interconnect Access Service

2. Customer interconnection to Vendor

- Global Crossing will provide, at its discretion and subject to availability, interconnection to a Vendor.



Note: Cabling is available in minimum increments of 8 ports (4 cable pairs) for copper/coax and 12 ports (6 fibre pairs) for fibre. Interconnect Access patches are available per pair.



Schedule 6**ADDITIONAL TERMS APPLYING TO CERTAIN FACILITIES IN LATIN AMERICA**

1.1 The terms set out in this Schedule 6 apply to collocation service provided to Customer at the following locations:

- Av. Del Campo 1301, CP. C1427APA, Buenos Aires, Argentina
- Av. Velez Sarsfield 4445, CP X5016GCF, Cordoba, Argentina.
- Rodríguez Peña 2331, Godoy Cruz, CP M5501ETK, Mendoza, Argentina
- Av. Circunvalación 25 de Mayo 1545 Bis, CPS2000, Rosario, Argentina
- Santa Marta de Huechuraba 6951, Huechuraba, Santaigo, Chile
- Av. Manuel Olguin N° 395, Urbanización Los Granados, Santiago de Surco, Peru
- Rua do Semeador 350, CIC, CEP. 81270-050, Curitiba, Brazil
- Av. Dom Pedro II 369, Sao Cristovao, CEP. 20941-070, Rio de Janeiro, Brazil
- Rua Eid Manssur 666, Parque Sao George, Rodoviaria Raposo Tavares, Km 25.5, Cotia, CEP. 06708-070, Sao Paulo, Brazil
- DC SUBA: Bogota, Columbia, Diagonal 126 N° 67-19
- DC Colombia XV: CI 170 N° 64-31, Bogota, Columbia
- Parque Tecnológico Espol, La Prosperina, Guayaquil, Ecuador
- Urbanización Ñaquito Alto, Calle Oe-9 Juan Díaz N° 37-121, Quito, Ecuador
- Calle 7 entre 4° y 5° Transversal, Sector Sur — Manzana D2, La Urbina, C.P. 1070, Venezuela.

1.2 The following table describes the characteristics of the Service provided at the locations covered by this Schedule 6:

Hosting Component	Mini Rack	Full Rack	Square Meters
Definitions	1/3 of 19" Rack. Locked with individual key.	Full 19" Rack. Locked with individual key.	Square meters limited by cage. Locked with individual key.
Height	13 U/R (577.8 mm)	42 U/R (1866.7 mm)	2,2 square meters
Width	600 mm	600 mm	
Depth	900 mm	900 mm	
Sockets	2 series of 4 multi-purpose sockets. Each series corresponds to an independent circuit connected to separate electric board	2 series of 4 multi-purpose sockets. Each series corresponds to an independent circuit connected to separate electric board	2 series of 4 multi-purpose sockets. Each series corresponds to an independent circuit connected to separate electric board
Ports	1 Fast Ethernet 10/100 Mbps port 1 video port for terminal with monitor, keyboard and mouse	1 Fast Ethernet 10/100 Mbps port 1 video port for terminal with monitor, keyboard and mouse	1 Fast Ethernet 10/100 Mbps port 1 video port for terminal with monitor, keyboard and mouse
Maximum Acceptable weight	150 Kg	450 Kg	200 Kg
Energy (*) (max KVA) (**)	0,5 KVA	1,5 KVA	0,67 KVA
IP Numbers	Up to 4 IP public addresses	Up to 8 IP public addresses	Up to 16 IP public addresses
Direct Connection to	1 Fast Ethernet 10/100 Mbps	1 Fast Ethernet 10/100 Mbps	1 Fast Ethernet 10/100 Mbps

Internet backbone			
Heat Dissipation (**)	1,663 BTUs	4,988 BTUs	2,217 BTUs

(*) Single-phase

(**) If Customer's power usage or heat dissipation exceeds the thresholds set out in the above table by less than 20%, the additional energy requirements will incur additional charges based on the KVA price set out in the Order Form. If Customer's power usage or heat dissipation exceeds the thresholds set out in the above table by more than 20%, Global Crossing shall have the right to review Customer's pricing and to change, by written notice to Customer, the pricing applying to collocation service provided to Customer at the applicable location(s).

- 1.3 **Technical Support Services:** Global Crossing shall provide 7X24X365 technical support to Customer related to Collocation services provided at the facilities covered by this Schedule 6. Details of the technical support services available and the process related to those services vary from location to location and will be set forth in a Welcome Pack which will be provided to the Customer by Global Crossing staff at the applicable location.
- 1.4 **On-Site Assistance:** If requested by Customer, Global Crossing shall provide 7 x 24 x 365 'On-Site Assistance' services at the facilities covered by this Schedule 6. Additional charges apply to the provision of On-Site Assistance services. Details of the On-Site Assistance service features available are as follows:

Task	Minimum Completion Time	Maximum Completion Time
Change tape	20	40
Receive tape or other commission	15	30
Restart	10	20
Power ON/OFF	15	30
Read Monitor	10	20
Connect/disconnect cables	15	30
Connect/disconnect Hot Plug components	15	30
Place video in rack	20	40
Run command*	10	20

*These are specific 'one-off' commands not requiring an operator to remain at the applicable equipment to run subsequent commands or check the results of the executed command. Global Crossing technical personnel shall execute comments and leave the Customer's equipment.

The On-Site Assistance services described in this section may be available at other Global Crossing Colocation facilities not covered by this Schedule 6 on an ICB basis, subject to separate agreement on the terms and conditions relating thereto.

- If Customer has processes or procedures to be periodically executed, Customer shall deliver a written document to Global Crossing describing the steps and commands to be executed. Where ad hoc processes or procedures are to be executed, Global Crossing technical personnel shall execute such commands in accordance with Customer's specific instructions.
- Global Crossing assumes no liability for any damage to Customer Equipment when Global Crossing's employee or agent is requested by Customer to open any Customer Equipment for any purpose, including but not limited to replacement of cards, memory, power supplies and/or disc drives or other components within a system.
- At Customer's request, Global Crossing shall support Customer's representative(s) in diagnosing and/or fixing problem related to Customer equipment. This includes but is not limited to support during delivery and installation of Customer equipment at Global Crossing facilities.

- Global Crossing shall perform requested tasks in a timely manner with reasonable skill and care of a competent telecommunications operator. Global Crossing shall contact the requestor in case of misunderstandings or uncertainties regarding Customer instructions. Global Crossing technical staff shall have sufficient technical knowledge and expertise to perform requested tasks without damaging Customer equipment and having the necessary knowledge of the local environment. Responsibility for the outcome of actions taken by Global Crossing relying on Customer's instruction(s) lies with the Customer.
- 1.5 In the event of any conflict between the terms set out in this Schedule 6 and the terms of the Master Agreement or the Specific Terms for Equipment Colocation Service to which these terms form a Schedule, the terms of this Schedule 6 shall control.