



SERVICE TERMS AND SLA FOR ETHERNET IP SERVICE™

Global Crossing Ethernet IP Service™. These are the service terms and service level agreement for Global Crossing's Ethernet IP Service™ (the "Service") which apply to Ethernet IP Service™ provided by Global Crossing, in addition to the terms of any Master Services Agreement, Retail Customer Agreement or other Global Crossing master agreement (in each case a "Master Agreement") executed by the Customer and Global Crossing. Initial capitalized terms not defined in these terms and conditions have the meanings given to them in the Master Agreement.

1. Description of Service

- 1.1 Service Description: The Service provides point-to-point IP connections at designated speeds between internet access routers at Global Crossing Points of Presence (POPs) via the Global Crossing IP Network. Local access circuits are not part of the Global Crossing IP Network. The selected type of Service, pricing and length of Initial Term shall be set out on the Order Form for the Service.
- 1.2 The Service is offered in three service types: "Full Pipe", "Capped", and "Burstable". Full Pipe service is the provision of a fixed capacity Ethernet IP connection ("Fixed Bandwidth"). Capped service is the provision of a Ethernet IP connection at a specified speed ("Committed Bandwidth") in increments agreed with Global Crossing. Burstable service is the provision of a Committed Bandwidth Ethernet IP connection, plus the ability to use additional bandwidth above the Committed Bandwidth ("Burst Usage").
- 1.3 Burst Usage is calculated (by Global Crossing) by measuring bandwidth usage, in five minute intervals, for one point of the connection in two categories: incoming and outgoing. At the end of each billing cycle, all data samples in each category will be sorted from highest to lowest and the top five percent (5%) of measurements will be discarded. The highest remaining data sample in the higher of the two categories will then constitute the Bandwidth Usage. Burst Usage is the amount by which Bandwidth Usage for the particular month exceeds Committed Bandwidth.
- 1.4 **Charges:** Invoicing for the Service is (i) monthly in advance for the Monthly Recurring Charge ("MRC") for Fixed Bandwidth and Committed Bandwidth charges, beginning on the Service Commencement Date, and (ii) monthly in arrears for Burst Usage charges, if applicable. If the Service Commencement Date for any port falls on any other day other than the first day of any Billing Cycle, the Customer will be charged a pro-rata portion of the applicable MRC covering the period from the Service Commencement Date to the first day of the subsequent Billing Cycle.

2. Service Level Agreements (SLAs)

2.1 Service Availability

- (a) **Commitment:** Global Crossing guarantees Service Availability per calendar month in accordance with the table below:

Description	Guaranteed Availability	
Service Availability: Where Global Crossing provides local access circuits, including on a Global Crossing owned city ring or Metro Network, or SDSL local access circuits	99.9%	< 44 minutes total Service Unavailability

- (b) **Definitions & Measurement:** Service Availability is defined as the ability at each of Customer's internet access router ports to exchange IP packets with the Global Crossing IP Network. Service Unavailability is defined as period during which (i) the Service is unavailable, and (ii) periods referred

to in sections 2.2(d) and 2.3(d) below. Service Unavailability is measured from the time (a) that the Customer reports Service unavailability to Global Crossing, and Global Crossing opens a trouble ticket, until the time (b) that Global Crossing advises the Customer that the Service is restored and operating in accordance with agreed specifications, and Global Crossing closes the trouble ticket. Any periods of time during which a trouble ticket is kept open at Customer's request following notification by Global Crossing that Service has been restored, is not included in measuring the duration of Service Unavailability. Where Customer provides its own local access circuits, the Service Availability commitment above applies, but any periods of Service Unavailability caused by the failure of such local access circuits will be excluded for the purpose of calculating whether or not the Service achieved the above Service Availability commitment.

- (c) **Service Availability Credits:** For the first two hour period (or part thereof) of Service Unavailability in excess of the parameters above, Global Crossing will credit the Customer ten per cent (10.0%) of the applicable MRC for the applicable month for all affected customer ports. For each successive one hour period or (part thereof) of Service Unavailability in excess of that two hour period, Global Crossing will credit the Customer five per cent (5.0%) of the applicable MRC for the applicable month for the affected Ethernet IP Connection.
- (d) **Chronic Outages:** If an Ethernet IP connection experiences either: (i) a single period of Service Unavailability in excess of twenty four in any calendar month, (ii) three or more periods of Service Unavailability of eight hours or longer over the course of a rolling six month period, or (iii) fifteen separate periods of Service Unavailability (of any duration) within a calendar month, Customer may terminate the affected Ethernet IP connection without penalty provided that written notice of termination is provided to Global Crossing within fifteen days of the event giving rise to the termination right under this section.

2.2 Latency

- (a) **Commitment:** Global Crossing guarantees an average (in a calendar month) roundtrip latency between the internet access routers on the Global Crossing IP Network of no more than the latency figures in the table below:

Description	Average Latency
Trans-Atlantic (London/Amsterdam to New York)	≤ 80 ms
European Network	≤ 35 ms
North American Network*	≤ 50 ms
South America to Miami	≤ 140 ms
South America Network (Buenos Aires, Sao Paulo, Panama City)	< 120 ms

* Add 95ms to/from the Mexico IP Hub.

- (b) **Definition & Measurement:** Latency is measured between access and egress ports on the Global Crossing IP Network and does not apply to local access circuits. Latency is measured using Global Crossing's network management system and is the sole and conclusive measurement for the purpose of this guarantee.
- (c) **Credit:** If the actual average monthly roundtrip latency of the Service exceeds the parameters above, Global Crossing will credit the Customer 10% (ten percent) of the applicable MRC for Fixed Bandwidth or Committed Bandwidth for the applicable month for the affected Ethernet IP Connection.
- (d) **Excessive Service Degradation:** If, at any time, the Service experiences latency greater than three times the applicable threshold above for a sustained period of two hours or more, the time for which that latency is experienced shall be considered a period of Service Unavailability for the purposes of Section 2.1 above entitling the customer to the applicable credit provided for in that section in lieu of a credit under this section 2.2.

2.3 Packet Delivery

- (a) **Commitment:** Global Crossing guarantees average (in a calendar month) packet delivery of greater than or equal to 99.9% (ninety-nine point nine percent) for Global Crossing's North American and European IP Networks, and greater than or equal to 99.5% (ninety-nine point five percent) globally.
- (b) **Definitions & Measurement:** Packet Delivery is defined as the successful delivery of packets between Global Crossing IP Network POPs transiting the Global Crossing IP Network.
- (c) **Credit:** If the actual monthly average packet delivery on the Global Crossing IP Network fails to meet the applicable parameter above, Global Crossing will credit the Customer 10.0% (ten percent) of the applicable MRC for Fixed Bandwidth or Committed Bandwidth for the applicable month for the affected Ethernet IP Connection.
- (d) **Excessive Service Degradation:** If, at any time, the Service experiences packet delivery below 95.0% (ninety five percent) in North America and Europe, or 92.0% (ninety two percent) globally, for a sustained period of two hours or more, the period for which such reduced packet delivery is experienced shall be considered a period of Service Unavailability for the purposes of Section 2.1 above entitling the customer to the applicable credit provided for in that section in lieu of a credit under this section 2.3

2.4 Installation

- (a) **Commitment:** Global Crossing guarantees that installation of an Ethernet IP connection shall be completed by the later of (i) thirty Business Days after Global Crossing has received and accepted (indicated by Global Crossing signature) a signed, accurate and complete Order Form for the Service, or (ii) the RFS Date stated on the Order Form.
- (b) **Definition & Measurement:** The installation guarantee excludes testing and circumstances where Customer is not ready to receive or use the Service or is not ready for interconnection of local access facilities at the Customer Interface.
- (c) **Credit:** If Global Crossing does not provision an Ethernet IP connection by the agreed upon RFS date, Global Crossing will credit Customer in accordance with the following table:

No. of calendar days RFS exceeded	Credit
1-7	100% of Installation Charges invoiced to Customer
8-14	100% of Installation Charges invoiced to Customer plus 5% of first month's MRC for Fixed or Committed Bandwidth for the Ethernet IP connection delivered late.
15-30	100% of Installation Charges invoiced to Customer plus 10% of first month's MRC for Fixed or Committed Bandwidth for the Ethernet IP connection delivered late.
Greater than 30	100% of Installation Charges invoiced to Customer plus 50% of first month's MRC for Fixed or Committed Bandwidth for the Ethernet IP connection delivered late.

Credits for late delivery will not apply if the completed Service order is modified after its original completion or where the Customer site connection on a Global Crossing owned city ring or Metro Network has not been fully completed.

2.5 Mean Time To Restore

- (a) **Commitment:** Global Crossing commits to an aggregate average mean time to restore ("MTTR") not to exceed four (4) hours in any billing month. (b) **Measurement:** The aggregate average monthly MTTR is calculated by dividing the cumulative time of Service Unavailability in a month by the total number of trouble tickets opened for the Customer in that month.

- (c) **Credit:** If the aggregate average MTTR for a given month exceeds four (4) hours, Global Crossing will issue a credit equal to ten percent (10%) of the total MRC(s) for the applicable month for the affected port(s) identified in the trouble ticket(s) for that month.

2.6 General terms applying to SLAs

- (a) SLA credits are not applied to usage charges or any third party charges passed through to the Customer, including charges for any local access circuits provided to Customer by Global Crossing.
- (b) SLA credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges.
- (c) If an incident affects the performance of the Service and results in a period of Service Unavailability, entitling Customer to one or more credits under different SLA parameters, only the single highest credit applying in respect of that incident will be applied.
- (d) In no event will SLA credits in any calendar month exceed 100% of the total MRCs payable by Customer for all Ethernet IP connections provided to Customer in that month.
- (e) As a condition of entitlement to SLA credits, Customer shall cooperate with Global Crossing in addressing any reported Service problems.
- (f) SLA credits are applied only upon Customer's written request, which must be submitted within 15 business days of the end of the month in which entitlement to an SLA credit arose.
- (g) All approved SLA credits claimed by Customer for a given month will be totaled and applied to Customer's next following invoice for the Service, or as promptly thereafter as is practical in the event of a dispute.
- (h) No SLAs apply to newly installed services or to Service reconfigurations requested by Customer, until five business days after (i) the Service Commencement Date or (ii) completion of the Service reconfiguration, as applicable.
- (i)
- (j) The SLAs above apply only in respect of service that is provisioned on Global Crossing's Network and, where applicable, to local access circuits provided by Global Crossing (via third party providers).
- (k) SLA credits provided for in these terms and conditions are Customer's exclusive remedy with respect to items covered in these terms and conditions.

2.6 Exclusions

No SLA credit shall apply to the failure of the Service to comply with an SLA, or to any period of Service Unavailability, caused, in whole or part, by any of the following:

- (a) a failure of Customer's premises equipment or equipment of a Customer's vendor;
- (b) a failure in local access facilities connecting the Customer to Global Crossing's network which are not provided by Global Crossing;
- (c) force majeure events as defined under the Master Agreement;
- (d) any act or omission of Customer or any third party (including but not limited to, Customer's agents, contractors or vendors), including, but not limited to (i) failing to provide Global Crossing adequate access to facilities for testing, (ii) failing to provide access to Customer premises as reasonably required by Global Crossing (or its agents) to enable Global Crossing to comply with its obligations regarding the Service, (iii) failing to take any remedial action in relation to a Service as recommended by Global Crossing, or otherwise preventing Global Crossing from doing so, or (iv) any act or omission which causes Global Crossing to be unable to meet any of the SLAs;
- (e) Customer's negligence or willful misconduct, which may include Customer's failure to follow agreed-upon procedures;
- (f) any scheduled maintenance periods when Customer has been informed of such maintenance, and emergency maintenance; or
- (g) disconnection or suspension of the Service by Global Crossing pursuant to a right to do so under the Master Agreement or these terms and conditions.

3. Miscellaneous

3.1 If requested by Customer and agreed to by Global Crossing in each instance, Global Crossing will facilitate the connection of media (CAT5 to Fiber) converters ("Media Converters") to Customer's Ethernet IP ports at Global Crossing premises. Media Converters shall be provided by Customer and connected at Customer's sole risk. Uninterruptible Power Supply (UPS) will not be available. Global Crossing shall have no obligations to maintain and/or replace Media Converters, which shall be the sole responsibility of Customer. Customer understands and acknowledges that access by Customer or its agents to Global Crossing facilities for the purpose of installation, maintenance and/or replacement of Media Converters shall be at Global Crossing's sole discretion and shall be subject to Global Crossing's access and security policies and procedures at the premises concerned. Customer shall be responsible for, and shall indemnify Global Crossing against, any and all damage caused to Global Crossing equipment and/or premises arising out of the connection of Customer's Media Converters at Global Crossing premises.