



## SERVICE DESCRIPTION AND SLA FOR GLOBAL CROSSING GLOBAL ETHERSPHERE™ SERVICE

This is the service description and service level agreement for Global Crossing Global EtherSphere Service (the “Service”), which apply to the provision of the Service 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 Services

1.1 Service Description: The Service provides Ethernet Virtual Connections (“EVCs”) using Global Crossing’s Multi Protocol Label Switching (“MPLS”) network at designated speeds at individual Global Crossing access points, facilitating the transport of data between two or more designated Customer premises at which the Service is provisioned (“Sites”). Three Service types are available as follows: EtherSphere Multipoint to Multipoint; EtherSphere Point to Point; and EtherSphere Point to Multipoint, as further described below; each of which shall have a maximum transmission unit of 1522 bytes, unless otherwise specified on the Order Form. As part of the Service, Global Crossing provides ‘Smart Demarcation’, that is the supply and installation of a smart demarcation device which is used for fault management and optional performance reporting. These terms apply to the provision of the Service globally at all Sites; additionally, country specific restrictions may apply to the availability of Smart Demarcation.

1.2 Order Forms: Customer shall execute an order form for the Service (“Order Form”) setting out the following elements: (i) Service type (ii) Committed Data Rate for Service type (iii) Global Crossing Points of Presence (“PoPs”) at which Customer will access the Global Crossing MPLS Network, (iv) local access circuit requirements, (v) charges (vi) initial Service Term for which Customer is ordering the Service, (vii) Class of Service configuration(s), and (viii) optional additional Service elements requested by Customer, if any.

1.3 EtherSphere Multipoint to Multipoint Service (“MP2MP”): MP2MP Service connects two or more Sites via EVCs to network interfaces (“UNIs”) in a fully meshed single bridged Ethernet domain, making all connected Sites appear to be on one single local area network regardless of their geographic locations. Limitations apply to the availability of MP2MP Service at UK Tier 2 PoPs<sup>1</sup>. The following Class of Service (“CoS”) configurations are available for each Site which is part of the MP2MP EVC:

- Multi CoS: Basic, Basic Plus, Enhanced and Enhanced Plus
- Optional real time CoS: Premium and Premium Plus.

Identification by CoS is supported using IEEE 802.1p for the Multi CoS configuration. Lower CoS traffic may use idle higher CoS capacity within the purchased Committed Data Rate (as described below).

1.3.1 Billing for MP2MP Service: The following billing components apply for MP2MP Service (as further detailed in the Order Form):

- A monthly recurring charge (“MRC”) for the amount of specified bandwidth agreed for each Site which is part of the MP2MP EVC (the “Committed Data Rate” or “CDR”). Customer can configure each Site with Basic, Basic Plus, Enhanced, or Enhanced Plus CoS, or a mix of all of those classes of service (Multi CoS), within the agreed CDR, at no additional charge.
- If Customer chooses to configure a Site with Premium and/or Premium Plus real time CoS, an additional MRC applies which will apply for each real time CoS configured, based on speed selected. Aggregate Premium and Premium Plus bandwidth must be less than or equal to the agreed CDR.
- Up to 50 MAC addresses are supported at no additional charge. Additional blocks of MAC addresses may be supported, at Customer request, in blocks of twenty five (up to a maximum of 100 total MAC addresses); an additional MRC applies for each additional block of twenty five MAC addresses required by Customer.

<sup>1</sup> UK Tier 2 PoPs are all Global Crossing PoPs in the UK other than those at Basingstoke, Birmingham, London (Docklands and North Telehouse), Leeds, Slough, Manchester, and Nottingham.

- Additional usage charges (at the per megabit rate set out in the Order Form for usage) apply for bandwidth usage above the agreed CDR for all standard classes of service and all real time classes of service (measured as set out in Section 1.7 below).
- MRC(s) for any local access circuits ordered.
- Non-recurring installation charges for the Service and/or for related local access circuits.
- MRC for Performance Assurance (if ordered) per Site as described below.
- MRC for Traffic Management (if ordered) per Site as described below.

1.4 EtherSphere Point to Point Service (“P2P”). P2P Service connects two UNI’s globally using a single EVC. The following CoS configurations are available for each P2P EVC.

- All Basic CoS
- All Premium Plus CoS
- Multi CoS
  - Multi CoS: Basic, Basic Plus, Enhanced and Enhanced Plus
  - Optional real time CoS: Premium and Premium Plus

Identification by CoS is supported using IEEE 802.1p for the Multi CoS configuration. Lower CoS traffic may use idle higher CoS capacity within the purchased CDR.

1.4.1 Billing for P2P Service: The following billing components apply for P2P Service (as further detailed in the Order Form):

- An MRC for the amount of specified bandwidth for the P2P EVC CDR. Customer can configure each P2P EVC with Basic, Basic Plus, Enhanced, or Enhanced Plus CoS, or a mix of all of those classes of service (Multi CoS), within the agreed CDR, at no additional charge.
- If Customer chooses to configure a P2P EVC with Premium and/or Premium Plus real time CoS, an additional MRC applies, based on speed selected. Aggregate Premium and Premium Plus bandwidth must be less than or equal to the agreed CDR.
- Additional usage charges (at the per megabit rate set out in the Order Form for usage) apply for bandwidth usage above the agreed CDR (measured as set out in Section 1.7 below) as follows:
  - EVC configured with All Basic CoS: usage charges apply for bandwidth usage above the specified CDR for the Basic CoS.
  - EVC configured with All Premium Plus CoS: usage charges apply for bandwidth usage above the specified CDR for the Premium Plus class of service.
  - EVC configured with Multi CoS excluding Premium and/or Premium Plus: usage charges apply for bandwidth usage above the specified CDR for Basic, Basic Plus, Enhanced and Enhanced Plus CoS.
  - EVC configured with Multi CoS including Premium and/or Premium Plus: Separate usage charges apply for both (i) bandwidth usage above the specified CDR for all Basic, Basic Plus, Enhanced and Enhanced Plus CoS and (ii) bandwidth usage above the specified CDR for the Premium / Premium Plus CoS.
- MRC(s) for any local access circuits ordered.
- Non-recurring installation charges (as set out in the Order Form) for the Service and/or for related local access circuits.
- MRC for Performance Assurance (if ordered) per Site as described below.
- MRC for Traffic Management (if ordered) per Site as described below.

1.5 EtherSphere Point to Multipoint Service (“P2MP”). P2MP Service connects multiple P2P EVCs globally at a single UNI using service multiplexing. The following CoS configurations are available for each P2MP EVC.

- All Basic CoS
- All Premium Plus CoS
- Multi CoS
  - Multi CoS: Basic, Basic Plus, Enhanced and Enhanced Plus
  - Optional real time CoS: Premium and Premium Plus

Identification by CoS is supported using IEEE 802.1p for the Multi CoS configuration. Lower CoS traffic may use idle higher CoS capacity within the purchased CDR.

1.5.1 Billing for P2MP Service: The following billing components apply for P2MP Service (as further detailed in the Order Form):

- An MRC for the amount of specified bandwidth for the P2MP EVC CDR. Customer can configure the P2MP EVC with Basic, Basic Plus, Enhanced, or Enhanced Plus Classes of Service, or a mix of all of those Classes of Service (Multi CoS), within the agreed CDR, at no additional charge.
- If Customer chooses to configure the P2MP EVC with Premium and/or Premium Plus real time classes of service, an additional MRC applies, based on speed selected. Aggregate Premium and Premium Plus bandwidth must be less than or equal to the agreed CDR.
- Additional usage charges (at the per megabit rate set out in the Order Form for usage) apply for bandwidth usage above the agreed CDR (measured as set out in Section 1.7) as follows:
  - EVC configured with All Basic CoS: usage charges apply for bandwidth usage above the specified CDR for Basic CoS. EVC configured with All Premium Plus CoS: usage charges apply for bandwidth usage above the specified CDR for the Premium Plus classes of service.
  - EVC configured with Multi CoS excluding Premium and/or Premium Plus: usage charges apply for bandwidth usage above the specified CDR for Basic, Basic Plus, Enhanced and Enhanced Plus CoS.
  - EVC configured with Multi CoS including Premium and/or Premium Plus: Separate usage charges apply for both (i) bandwidth usage above the specified CDR for all Basic, Basic Plus, Enhanced and Enhanced Plus CoS and (ii) bandwidth usage above the specified CDR for the Premium / Premium Plus CoS.
- MRC(s) for any local access circuits ordered.
- Non-recurring installation charges (as set out in the Order Form) for the Service and/or for related local access circuits.
- MRC for Performance Assurance (if ordered) per Site as described below.
- MRC for Traffic Management (if ordered) per Site as described below.

1.6 In addition to the billing components described above, additional charges apply on a per event basis, as detailed in the Order Form or agreed with Customer at the time of request, for the following:

- Logical and/or physical Service change orders (“Changes”) including but not limited to changes to Service configuration, adding or removing optional Service features, changing local access circuit speed, changing Committed Data Rate, adding / removing MAC addresses and changing Class of Service.
- Faulty Vendor Dispatch charges, as set out in the Order Form for EtherSphere and as described below.
- Remote / On-Site Professional Expertise (ROPE) Services: If Customer requires services outside of the scope of these terms and conditions, including but not limited to additional installation or configuration support, the provision of such services will be based upon availability of Global Crossing personnel and will incur charges on a per-event basis at rates agreed at the time of request for such services.
- Expedite Request charges, as set out in the Order Form.
- Brokerage Charges, as described below.
- Other ancillary charges as applicable and as set out in the Order Form.

Notwithstanding any billing arrangements in place between Global Crossing and Customer, Customer acknowledges and agrees that non-recurring charges for Changes incurred by Customer (if any) (i) will be invoiced to Customer by the Global Crossing Affiliate company in the country in which those services are provided and (ii) in the event that Global Crossing does not have an Affiliate company in the country in which the applicable service is provided, the applicable charges will be invoiced to Customer by (and payable to) Global Crossing Services Ireland Limited.

1.7 Committed Date Rate and Usage: Only the Committed Data Rate bandwidth purchased by Customer is guaranteed as available for Customer’s use. All EtherSphere Services (with the exception of EVCs between Sites served by UK Tier 2 PoPs or any Site(s) in the People’s Republic of China except for Sites in Hong Kong) support bursting according to the burst multiplier shown below; additional charges apply as described above. The burst threshold may not exceed the lesser of (i) the lower of the physical limits of the applicable access circuit(s) or (ii) 2 Gbps of total traffic. Burst thresholds greater than 2 Gbps may be approved on a case by case basis at Global Crossing’s sole discretion.

Burst Multiplier	Committed Data Rate
3.0	0-99Mbits
2.0	100-999Mbits
1.5	1000-2000Mbits

Usage charges for bursting are calculated as follows. Global Crossing will measure average bandwidth usage, in five minute intervals, for all inbound traffic to the Global Crossing network at all Sites for each EVC. At the end of each billing cycle, all data samples (in Kbps) for inbound traffic are sorted from highest to lowest, and the top ten percent (10%) of measurements are discarded. The highest remaining data sample of the inbound traffic constitutes the bandwidth usage amount for that particular month (“Usage Amount”). The usage charge for each billing cycle month shall be the amount by which the Usage Amount exceeds the CDR for each CoS multiplied by the per megabit rate set out in the Order Form for usage.

- 1.8 **Invoicing:** Invoicing for the Service is monthly in advance, beginning on the Service Commencement Date, for
- MRCs for the CDR,
  - MRC for any local access circuits provided as part of the Service,
  - MAC address charges,
  - MRCs for Performance Assurance, if ordered.
- All non recurring installation charges, usage and other charges described in these terms are billed monthly in arrears. For all usage based billing components, usage shall be as measured and reported by Global Crossing’s network traffic and billing management systems.
- 1.9 If at any time following the six month anniversary of the Service Commencement Date average monthly traffic measured across any two consecutive months is below 10% of the agreed bandwidth / port size / physical interface of circuit(s) that establish the service (i.e. point to point, point to multipoint or multipoint to multipoint), unless otherwise agreed to by Global Crossing and specified in the Order Form, then Global Crossing reserves right to reconfigure connection to lower speed.
- 1.10 **Network to Network Interface:** For wholesale carrier customers only, the Services can, on request, be configured via an External - Network to Network Interface (“E-NNI”) points, facilitating the extension of the wholesale carrier Customer’s network. Where requested and agreed, an E-NNI is established between Customer’s network and the Global Crossing network at agreed interconnection points as specified in the Service Order Form. Customer is solely responsible (at its sole cost) for extending its network to the agreed interconnection points. The provision of E-NNIs incurs monthly recurring charges (which may include monthly recurring charges for any local access circuits ordered from Global Crossing in connection therewith). If at any time following the six month anniversary of the Service Commencement Date average monthly traffic measured across any two consecutive months is below 10% of the port size / physical interface of an E-NNI circuit, then Global Crossing reserves right to either (i) reconfigure physical port / physical interface of the E-NNI circuit to lower speed or (ii) charge an additional monthly recurring charge of \$2,500 for all subsequent monthly billing cycles until the average monthly traffic measured across any two consecutive months equals or exceeds 10% of the port size / physical interface of the E-NNI circuit.

## 2 **Smart Demarcation**

- 2.1 **Description:** As part of the Service, Smart Demarcation Devices (“SDDs”) will be provided and installed by Global Crossing to facilitate fault and performance management. SDDs are provided at Sites with 10, 100 or 1000 Mbps interfaces. SDD’s are not provided at Sites with 10Gbps interfaces except on a case by case basis; additional charges apply to the provision of SDDs at such Sites where agreed. Country-specific restrictions and interface distance limitations apply and will be identified during the pre-order process.
- 2.2 **Implementation and Installation:** The Order Form(s) for the Service will designate (i) the interface(s) and bandwidth to be supported by Smart Demarcation, and (ii) Customer’s contact name, telephone number, fax number, and shipping and billing information for each Site at which Smart Demarcation will be provided. On acceptance of Customer’s order, Global Crossing will work with Customer to develop a comprehensive work plan to deliver and install the SDDs. Global Crossing is responsible for (i) packaging, shipping and installation of SDDs, (ii) connecting SDDs to EtherExtend access circuits, and (iii) ensuring that installed SDDs are operational and accessible by the Global Crossing management center. Customer acknowledges that Global Crossing may use subcontractors for the installation (and maintenance) of SDDs. Brokerage Charges, Customs Charges and Logistics Fees: In countries in which the Customer is considered the importer of record for SDDs being imported into that country, the Customer shall be responsible for paying all brokerage charges, customs charges, logistics fees and/or similar charges arising on the importation of the SDD into that country (collectively “Brokerage Charges”). In all other countries, Global Crossing shall pay all Brokerage Charges and then invoice such Brokerage Charges to Customer for reimbursement. Customer agrees that completion of installation of EtherSphere Service (and local access circuits ordered in connection with the Service) is not conditional upon installation of SDDs for the purposes of the installation guarantee set out in Section 3.6 below and for purposes of billing commencement.

- 2.3 **Scheduling:** Installation of Ethersphere Service (including the installation of SDDs) at each Customer Site will be scheduled by mutual agreement between Global Crossing and Customer. Installations are based upon two-hour blocks of time; the time of installation begins when the technician arrives on Site. Installations requiring more than a single two-hour block of time due to Customer requests or Customer delays will be billed for additional two-hour blocks of time as outlined under "Ad-Hoc Engineering" charges set out in the Order Form. Global Crossing carries out installations during normal business hours, that is, between 08:30 and 17:30 local time Monday to Fridays, excluding local bank and other public holidays. Installations carried out at Customer's request during periods outside those times may incur additional charges as indicated on the Order Form. A Faulty Vendor Dispatch charge (as detailed in the Order Form) shall be payable where scheduled installation (including initial installation of an SDD) is cancelled by Customer on less than thirty six hours notice to Global Crossing or its agents or where installation cannot be completed at the agreed time as a result of an act or omission by the Customer, including:
- Site Not Ready: e.g., the Site at which the SDD is to be installed does not have proper power, LAN equipment or equipment racks available.
  - Faulty Design: Incorrect equipment, or cables specified by Customer result in failure of installation.
  - No Access: The technician is not able to gain access to the room / premises in which the SDD is to be installed.
- 2.4 **Customer Responsibilities:** Customer is responsible for (i) providing access at each Site for installation, implementation and maintenance at scheduled times, (ii) ensuring that appropriate contact personnel are on-Site and available for installation, (iii) ensuring availability of all necessary power distribution boxes, conduits, telco backboard space for equipment mounting, grounding, surge and lightning protection and associated hardware and that power outlets are within four feet/ 1 meter of the location at which an SDD is to be installed, (iv) ensuring that all required inside wiring is in place and making any necessary building alterations to meet wiring and any other site requirements, (v) ensuring that SDDs can be installed within six feet/two meters of the local access circuit telecommunications access demarcation point, (vi) ensuring that each telecommunications local access circuit demarcation point is clearly marked in a way that allows the installer to connect the correct circuit to the correct SDD interface, and (vii) connecting SDDs to the Customer LAN.
- 2.5 **Ownership of SDDs:** Global Crossing or its suppliers shall retain title to all SDDs installed at Customer Sites. Customer may not (i) attempt to sell, charge or encumber any SDD (ii) add to, modify, or interfere with an SDD, or (iii) allow any third party (other than a third party authorized by Global Crossing) to do so. Customer agrees that Global Crossing and/or its designated agent shall, upon reasonable notice, have the right to inspect all SDDs provided to Customer to ensure Customer's compliance with the foregoing sentence. Customer further acknowledges that the SDDs provided to Customer in the US are subject to a security interest in favor of Wilmington Trust FSB as collateral agent under that certain Pledge and Security Agreement dated as of September 22, 2009, and that SDDs provided in other jurisdictions may be subject to similar security interest in favor of Global Crossing's lenders or their designated agents. Customer will be liable for the costs of repair or replacement of an SDD if damaged or lost due to theft, negligence, intentional acts, unauthorized acts or other causes within Customer's reasonable control or that of its agents or employees. On termination of the Service for any reason, Customer will ship all SDDs back to Global Crossing. If Customer does not return all SDDs to Global Crossing within sixty days of termination of the Service, Global Crossing shall have the right to charge Customer the fair market value of such SDDs (based on device / make / model etc.).
- 2.6 **Configuration Management and Maintenance:** Configuration management is the remote configuration of SDDs. Global Crossing is solely responsible for configuration management and SDD software and hardware changes. Global Crossing shall (i) configure SDDs, (ii) maintain a database of SDD logical configuration, physical configurations and software specifications, (iii) perform re-loads as required and (iv) provide advanced configuration management support as set out in the Order Form *if* Customer subscribes to Performance Assurance as described below. In the event of the failure of an SDD, Global Crossing will remotely troubleshoot the issue to establish if an SDD requires repair or replacing. Global Crossing or its agent will contact the Customer's designated contact person to assist with troubleshooting, and, if necessary, will dispatch an engineer to repair or replace the faulty SDD. A SDD will be repaired or replaced within (3) business days of a determination by Global Crossing that the SDD is at fault.
- 2.7 **Inside Wiring:** Unless otherwise expressly agreed in writing on a case by case basis, Global Crossing does not provide, order, design or co-ordinate or otherwise arrange for any inside wiring, extended demarcation, or media conversion at Customer Sites; such arrangements, if required, shall be made directly by Customer or customer's third party contractors, Global Crossing is not responsible for repair or maintenance of such inside wiring in the event of a fault. If Global Crossing dispatches technical support in response to a fault reported by Customer, and

that fault is found to have been due to a problem with an extended demarc not installed by Global Crossing, then Customer will be charged a Faulty Vendor Dispatch Charge, as set out in the Order Form.

- 2.8 **Performance Assurance (Optional):** As an optional Service feature, a Customer receiving an SDD may (at additional cost) subscribe to Performance Assurance service, comprised of the following services:
- End to end SLAs for the following statistics: frame delivery, latency and jitter, and
  - Reporting end to end statistics provided by Global Crossing.

Performance Assurance if ordered, must be ordered at a minimum of two Sites; Pricing and options for Performance Assurance service, if ordered by Customer, will be set out in the Order Form.

- 2.9 **Traffic Management (Optional):** As an optional Service feature, a Customer receiving an SDD may (at additional cost) subscribe to Traffic Management service, which provides Customer with advanced configuration and management of traffic profiles, using the SDD provided by Global Crossing. Pricing and options for Traffic Management service, if ordered by Customer, will be set out in the Order Form.

- 2.10 **Local Access:** As part of the Service (except where Customer is collocated in a Global Crossing POP and/or third party meet-me facility) connectivity between the Customer’s premises and Global Crossing’s network must be ordered from Global Crossing, using Global Crossing’s EtherExtend<sup>sm</sup> Fixed (Dedicated Local Access) or EtherExtend<sup>sm</sup> Flex (Switched Local Access Ethernet NNI via third party provider) services. Additional charges apply to the provision of EtherExtend local access circuits (as set out in the Order Form). Customer is responsible for providing premises equipment to connect to the SDD and the local access circuits provided by Global Crossing. The access service interface at each Customer Site must be Ethernet (i.e. Ethernet, Fast Ethernet, Gigabit Ethernet or 10Gigabit Ethernet, where available).

**3 Service Level Agreement**

**3.1 Service Availability**

- 3.1.1 **Commitment:** Global Crossing guarantees Service Availability per calendar month in accordance with the following table

**Service Availability**

<b>Service Configuration (Note 1)</b>	<b>Dual EtherSphere ports at each Site served by the EVC (Note 2)</b>	<b>Single EtherSphere port at any or all Sites served by the EVC</b>
Service Availability of an EVC for On-Net Sites provisioned via Global Crossing PoPs (other than UK Tier 2 PoPs) with Customer collocated in PoP	100%	≥ 99.999%
Service Availability of an EVC for On-Net Sites provisioned via UK Tier 2 PoPs with Customer collocated in PoP	100%	>99.99%
Service Availability of an EVC for On-Net Sites provisioned via Global Crossing PoPs (other than UK Tier 2 PoPs) with EtherExtend Fixed local access	100%	> 99.90%
Service Availability of an EVC for On-Net Sites provisioned via UK Tier 2 PoPs with EtherExtend Fixed local access (Note 3)	100%	>99.50%
Service Availability of an EVC for On-Net Sites provisioned via Global Crossing PoPs (other than UK Tier 2 PoPs) with EtherExtend Flex local access, (Note 4)	100%	> 99.00%
Service Availability of an EVC for any Off-Net Sites	Not Applicable	>97.00%

Note 1: The guarantees in this table do not apply where local access is provisioned by radio, microwave or satellite.  
 Note 2: This guarantee applies only to a fully redundant configuration: two diverse ports provisioned on separate routers, served by separate and physically diverse local access circuits.  
 Note 3: EtherExtend Flex is not available at U.K. Tier 2 PoPs.  
 Note 4: This includes Site(s) in the People’s Republic of China with the exception of Sites in Hong Kong which are On-Net for purposes of this measurement.

- 3.1.2 **Definition & Measurement:** An “On-Net Site” is defined as a Site that is provisioned for the Service via a Global Crossing PoP located in the same country as that Site; all other Sites are ‘Off-Net’;

“Service Availability” is defined as follows:

- For MP2MP Service, the ability of the EVC to deliver Ethernet frames from each individual Site into the Global Crossing MPLS Network via the Global Crossing EtherSphere router port(s).
- For P2P and P2MP Service, the ability of the EVC to deliver Ethernet frames from any originating Site to any terminating Site via the Global Crossing MPLS Network.
- For P2P and P2MP Service, Service Availability between Sites served by different access service types as described in the tables above in 3.1.1, the lowest applicable SLA metric guarantee will apply.
- For the avoidance of doubt, an EVC provisioned to a Site without an SDD will be excluded from any Service Availability guarantee.

The demarcation points for Service Availability are as follows:

SDD installed at the Site	EtherExtend local access circuit provided by Global Crossing at the Site	Demarcation point
Yes	Yes	Customer interface port on the SDD but all periods of Service Unavailability caused by inside wiring / cabling between the MPOE (Minimum Point of Entry) in Customer’s telco closet or telco room and the SDD are excluded for the purposes of the SLAs set out in this Section 3).
Yes	No	Customer interface port on the SDD but all periods of Service Unavailability caused by (i) inside wiring / cabling and/or (ii) local access circuit (not provided by Global Crossing) providing connectivity to Global Crossing POP are excluded for the purposes of the SLAs set out in this Section 3).
No	Yes	The MPOE in Customer’s telco closet or telco room.
No	No	The Global Crossing edge router.

“Service Unavailability” is defined as (i) periods during which there is no Service Availability and (ii) periods referred to in Sections 3.2.4, 3.3.4, and 3.4.4 below. Service Unavailability is calculated from trouble ticket timestamps in accordance with the following formula:

$$\text{Service Unavailability} = (\text{Total Time Open} - \text{Monitoring Time} - \text{Customer Time})$$

“Total Time Open” is the period of time from when Global Crossing opens a trouble ticket upon observing a trouble condition or following the report of a problem by the Customer, until the time that the ticket is closed.

“Monitoring Time” is the length of time a trouble ticket remains open following notification to the Customer by Global Crossing that service has been restored and is operating in accordance with agreed specifications, without any response from Customer, up to a maximum of 24 (twenty-four) hours.

“Customer Time” comprises all period(s) during which, following the opening of a trouble ticket, Global Crossing is unable to take remedial action due to Customer controlled conditions such as failure or delay in providing access to the Customer’s facilities, failing to provide responses to Global Crossing inquiries or failing to take remedial action requested by Global Crossing in relation to the Customer-controlled equipment. Customer Time shall not include any Monitoring Time as defined above.

For Scheduled Maintenance that may result in a Service outage, Global Crossing will give the Customer at least ten (10) days advanced written notice of such outage and the planned duration of the outage. Any periods beyond the advised time for which such an outage continues will be considered periods of Service Unavailability for the purpose of the Service Availability guarantee in this Section.

For Scheduled Emergency Maintenance that may result in a Service outage, Global Crossing will provide Customer with as much advance written notice as is reasonably practical, including the planned duration of the outage. Any periods beyond the advised time for which such an outage continues will be considered periods of Service Unavailability for the purpose of the Service Availability guarantee in this Section.

3.1.3 Service Availability Credits: For the first two hour period (or part thereof) of Service Unavailability in excess of the parameters in the following table, and for each successive one hour period or part thereof, the Customer will

be entitled to a credit of five per cent (5%) of the MRC for the CDR(s) for the Site(s) which is/are affected by the Service Unavailability (excluding local access charges).

Guarantee	Maximum Service Unavailability in a Month
100%	0 minutes of Service Unavailability
99.999%	< 26 seconds of Service Unavailability
99.99%	< 4 minutes of Service Unavailability
99.90%	< 43 minutes of Service Unavailability
99.50%	<216 minutes of Service Unavailability
99.00%	< 432 minutes of Service Unavailability
97.00%	< 1296 minutes of Service Unavailability

3.1.4 Where the Services are provisioned for a wholesale carrier Customer using an E-NNI as described in Section 1.10 above, then for the first two hour period (or part thereof) for which both E-NNI points experience Service Unavailability in excess of the parameters in the table above and for each successive one hour period or part thereof, Customer will be entitled to a credit as follows:

Configuration	Credit
Single EtherSphere E-NNI	One per cent (1%) of the the agreed monthly recurring charge for the CDR at the Sites which are affected by the Service Unavailability ( <u>excluding</u> local access charges).
Multi EtherSphere E-NNI	Five per cent (5%) of the the agreed monthly recurring charge for the CDR at the Sites which are affected by the Service Unavailability ( <u>excluding</u> local access charges).

The Multi EtherSphere E-NNI guarantee applies only to a fully redundant configuration: two diverse ports provisioned on separate routers and EVCs, served by separate and physically diverse local access circuits where applicable. For avoidance of doubt, the multi E-NNI’s must be unavailable simultaneously for this credit to apply.

3.1.5 If an individual EVC (because of an outage in either the circuit, or the relevant Global Crossing provided local access circuit) experiences either: (i) five (5) or more periods of Service Unavailability of eight (8) hours or longer over the course of a rolling three (3) month period, or (ii) fifteen (15) separate periods of Service Unavailability (of any duration) within a calendar month, Customer may terminate the affected circuit without penalty provided that written notice of termination is provided to Global Crossing within fifteen (15) days of the event giving rise to the termination right under this Section. This Section applies only to On-Net locations as defined in Section 3.1.2.

**3.2 Latency**

3.2.1 Commitment: Global Crossing guarantees an average (in a calendar month) roundtrip latency as set out in the Latency SLA table available through Global Crossing’s uCommand® customer portal.

3.2.2 Definition & Measurement: Latency is measured between Global Crossing EtherSphere edge routers on a PoP to PoP basis only unless Customer has subscribed to the Performance Assurance service feature at both applicable Sites, in which case latency is measured End to End between SDDs at those Sites. In either case, latency metrics shall be as measured and recorded by Global Crossing’s network management system.

3.2.3 Credit: If the actual monthly average roundtrip latency for the Service exceeds the guaranteed parameters for any given Site pairing, the Customer will be entitled to a credit of five per cent (5%) of the MRC for the CDR(s) for the applicable Site pair(s) for the applicable month.

3.2.4 Excessive Service Degradation: If the Service experiences latency greater than two times the applicable threshold 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 3.1 above, entitling the customer to the applicable remedies provided for in those Sections in lieu of a credit under Section 3.2.3.

**3.3 Frame Delivery**

3.3.1 Commitment: Global Crossing guarantees average (in a calendar month) successful frame delivery in accordance with the parameters identified in the following table for the selected Class of Service.

PoP to PoP	Premium /	Enhanced /	Basic / Basic
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	Premium Plus CoS	Enhanced Plus CoS	Plus CoS
Frame Delivery between Global Crossing PoPs other than UK Tier 2 PoPs	Premium Plus: $\geq 99.999\%$ Premium: $\geq 99.995\%$	Enhanced Plus: $\geq 99.99\%$ Enhanced: $\geq 99.95\%$	$\geq 99.90\%$
Frame Delivery between i) any Global Crossing POP and a UK Tier 2 PoP or ii) between any UK Tier 2 PoPs	$\geq 99.90\%$	$\geq 99.90\%$	$\geq 99.90\%$

End to End	Premium / Premium Plus CoS	Enhanced / Enhanced Plus CoS	Basic / Basic Plus CoS
Frame Delivery between On-Net Sites served by a Global Crossing PoPs other than UK Tier 2 PoPs with EtherExtend <i>Fixed</i> local access	Premium Plus: $\geq 99.99\%$ Premium: $\geq 99.97\%$	Enhanced Plus: $\geq 99.95\%$ Enhanced: $\geq 99.93\%$	$\geq 99.90\%$
Frame Delivery between On-Net Sites served by a Global Crossing PoPs other than UK Tier 2 PoPs with EtherExtend <i>Flex</i> local access	$\geq 99.9\%$	$\geq 99.5\%$	$\geq 99.0\%$
Frame Delivery between On-Net Sites served by i) a Global Crossing POP and a UK Tier 2 PoP or ii) between UK Tier 2 PoPs with EtherExtend <i>Fixed</i> or <i>Flex</i> local access	$\geq 99.9\%$	$\geq 99.5\%$	$\geq 99.0\%$
Frame Delivery (i) between an On-Net Site and an Off-Net Site and (ii) between any two Off-Net Sites (regardless of local access type)	$\geq 99.00\%$	$\geq 99.00\%$	$\geq 99.00\%$

3.3.2 **Definition & Measurement:** Frame delivery is defined as the success rate for delivery of frames between Site pairs connected via the Service. Frame Delivery is measured between Global Crossing EtherSphere edge routers on a PoP to PoP basis only unless Customer has subscribed to the Performance Assurance service feature at both applicable Sites, in which case Frame Delivery is measured End to End between SDDs at those Sites and the End to End metrics in the table above apply. In either case, frame delivery metrics shall be as measured and recorded by Global Crossing’s network management system. For frame delivery between Sites served by different access service types as described in the table above, the lowest applicable SLA metric guarantee will apply.

3.3.3 **Credit:** If the monthly average frame delivery for the applicable Class of Service fails to meet the applicable parameter in the above table, Customer will be entitled to a credit of five per cent (5%) of the MRC for the CDR(s) for the applicable Site(s) for the applicable month.

3.3.4 **Excessive Service Degradation:** If either (i) for a sustained period of two hours or more, the Service experiences frame delivery below 98.0% for Premium and Premium Plus CoS, or below 97.0% for Enhanced and Enhanced Plus CoS, or (ii) the Service experiences frame delivery below 95.0% globally for Basic and Basic Plus CoS, all periods for which such reduced frame delivery is experienced shall be considered periods of Service Unavailability for the purposes of Section 3.1, entitling the customer to the applicable remedies provided for in that Section in lieu of a credit under Section 3.3.3. This provision does not apply in the case of Premium or Premium Plus CoS where the drop in frame delivery arises as a result of Customer sending more Premium or Premium Plus class traffic than allocated or specified.

3.4 **Jitter**

3.4.1 **Commitment:** Global Crossing commits to an inter-frame differential delay or “jitter” in accordance with the parameters identified in the following table for the selected Class of Service.

PoP to PoP	Premium / Premium Plus CoS	Enhanced / Enhanced Plus CoS	Basic / Basic Plus CoS
Jitter between Global Crossing PoPs other than UK Tier 2 PoPs	$\leq 3\text{ms}$	$< 10\text{ms}$	$\leq 25\text{ms}$
Jitter between any Global Crossing POP and a UK Tier 2 PoPs	$\leq 5\text{ms}$	$< 15\text{ms}$	$\leq 30\text{ms}$
Jitter between any UK Tier 2 PoPs	No SLA	No SLA	No SLA

End to End	Premium / Premium Plus CoS	Enhanced / Enhanced Plus CoS	Basic / Basic Plus CoS
Jitter between On-Net Sites served by Global Crossing PoPs other than UK Tier 2 PoPs with EtherExtend <i>Fixed</i> local access.	≤ 5ms	≤15ms	≤ 30ms
Jitter between On-Net Sites served by Global Crossing PoPs other than UK Tier 2 PoPs with EtherExtend <i>Flex</i> local access	≤15ms	≤ 30ms	No SLA
Jitter between On-Net Sites served by any Global Crossing POP and a UK Tier 2 PoPs with EtherExtend <i>Fixed</i> local access	≤15ms	≤ 30ms	No SLA
Jitter (i) between any On-Net Sites served by only UK Tier 2 PoPs and (ii) between an On-Net Site and an Off-Net Site and (iii) between any two Off-Net Sites.	No SLA	No SLA	No SLA

3.4.2 **Definition & Measurement:** Jitter (or inter-packet differential delay) is defined as the delay between packets in their deviation or displacement as they traverse the Global Crossing EtherSphere Network. Jitter is measured between Global Crossing EtherSphere edge routers on a PoP to PoP basis only unless Customer has subscribed to the Performance Assurance service feature at both applicable On-Net Sites, in which case Jitter is measured End to End between SDDs at those On-Net Sites and the End to End metrics in the table above apply. If Customer has subscribed to the Performance Assurance service feature, jitter is measured End to End between SDDs at On-Net Sites at which SDDs have been installed, otherwise jitter is measured between Global Crossing EtherSphere edge routers on a PoP to PoP basis only. In either case, jitter metrics shall be as measured and recorded by Global Crossing's network management system. For end to end SLA's between On-Net Sites served by different access service types, then the highest applicable jitter SLA metric guarantee will apply. No jitter commitment applies between Off-Net Sites or between an On-Net and Off-Net Site.

3.4.3 **Credit:** If the actual monthly average jitter exceeds the parameters in the above table, Customer will be entitled to a credit of five percent (5%) of the MRC for the CDR(s) for the applicable On-Net Site(s) for the applicable month.

3.4.4 **Excessive Service Degradation:** If, for a sustained period of two hours or more, the Service experiences jitter greater than two times the applicable threshold in the above table, the time for which such jitter is experienced shall be considered a period of Service Unavailability for the purposes of Section 3.1 above, entitling the Customer to the applicable remedies provided for in that Section in lieu of a credit under Section 3.4.3. This provision does not apply to On-Net Sites provisioned with Basic Class of Service.

### 3.5 **Mean Time to Restore**

3.5.1 **Commitment:** Global Crossing commits to restoring Service Availability within the parameters set out in the following table.

Configuration	Guarantee (Note 1)
On-Net Sites served by EtherExtend Fixed local access circuits and by cross connect circuits at a Global Crossing POP or meet me facility	4 Hours MTTR
On-Net Sites served by EtherExtend Flex local access circuits	6 Hours MTTR
Off-Net Sites (Note2)	For trouble tickets opened before 12.00 noon, the immediately following Business Day; for trouble tickets opened after 12.00 noon, the next Business Day after the immediately following Business Day.

Note 1: The MTTR guarantee does not apply to a Site without an SDD.

Note 2: For the avoidance of doubt, this includes Site(s) in the People's Republic of China with the exception of Sites in Hong Kong which are On-Net for purposes of this measurement.

- 3.5.2 **Measurement:** Mean Time To Restore (“**MTTR**”) is calculated by dividing the cumulative time of Service Unavailability for a specific Site in a calendar month by the total number of trouble tickets opened for the Customer for that Site in that month.
- 3.5.3 **Credit:** If the MTTR parameter above is exceeded, Customer will be entitled to a credit of five per cent (5%) of the MRC for the CDR(s) for the applicable Site(s) for the applicable month.

### 3.6 **Installation**

- 3.6.1 **Commitment:** Global Crossing will communicate a Ready for Service Date to Customer for each Site at which service is to be provided following acceptance of the Order Form by Global Crossing, and Global Crossing commits that the Service will be installed on that Ready for Service Date.
- 3.6.2 **Definition & Measurement:** The installation guarantee excludes testing and circumstances where the Customer is not ready to receive or use the Service, or is not ready for interconnection of local access facilities at the applicable Site. The installation guarantee also excludes sites where the customer has requested Global Crossing not to install a Smart Demarcation device.
- 3.6.3 **Credit:** If Global Crossing does not install the Service at a Site within the time period(s) specified above, Customer will be entitled to a credit as shown in the following table.

Number of Calendar Days exceeded	Credit
1-7	100% of installation charge invoiced to Customer
8-14	100% of installation charge invoiced to Customer plus 5% of first month’s MRC for the CDR(s) for the affected Site(s).
15-30	100% of installation charge invoiced to the Customer plus 10% of first month’s MRC for the CDR(s) for the affected Site(s).
Greater than 30	100% of installation charge invoiced to Customer plus 50% of first month’s MRC for the CDR(s) for the affected Site(s). Alternatively, the Customer may, by written notice to Global Crossing, cancel its order for the applicable port (and any related local access circuit) without penalty.

The credit provided for in the above table is applied only to the EtherSphere Service installation charge, and not to the local access circuit installation charge (if any). Credits for late delivery will not apply if the completed Service order is modified after its acceptance by Global Crossing.

## 4. **General Terms and Exclusions Applying to SLAs**

- 4.1 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. For the avoidance of doubt, credit percentages referenced above are, unless otherwise expressly provided for in these terms, applied to the MRC for the CDR(s) for applicable Sites only, and not to the MRC for any local access circuit(s).
- 4.2 If an incident affects the performance of the Service and results in a period of Service Unavailability entitling the Customer to one or more credits under different SLA parameters, only the single highest credit applying with respect to that incident will be applied, provided only that this does not apply to any additional credit entitlement that may apply under Section 3.5 (Mean Time to Restore).
- 4.3 In no event will SLA credits in any calendar month exceed 100% of the total MRCs for the (i) EVC CDR of the affected Site(s) for MP2MP Service type, or (ii) the EVC CDR between the affected Sites for the P2P and P2MP Service types, payable by the Customer for the Service in that month excluding local access charges.
- 4.4 All approved SLA credits for a given month will be totaled and applied to the Customer’s next following invoice for the Service, or as promptly thereafter as is practical in the event of a dispute. SLA credits must be requested within 30 calendar days of the end of the month in which entitlement to an SLA credit arose.
- 4.5 SLAs apply to newly installed services and to Service reconfigurations requested by the Customer commencing on the next calendar day following (i) the Service Commencement Date or (ii) completion of the Service reconfiguration, as applicable.

- 4.6 SLA credits and termination rights provided for in these terms and conditions are the Customer’s exclusive remedies with respect to items covered in these terms and conditions.
- 4.7 SLA credits are not payable on the basis of incomplete or inaccurate reporting of the SLA metrics.
- 4.8 For Sites where Customer has declined the provisioning of an SDD, Customer is responsible for any Global Crossing dispatch or operational costs at the applicable hourly rate.
- 4.9 No SLA credits shall apply to the failure of the Service to comply with an SLA metric above, or to any period of Service Unavailability, caused, in whole or part, by any of the following:
  - A failure of a local access circuit not provided by Global Crossing or
  - A failure of any inside wiring or ‘extended demarc’ not ordered from Global Crossing and provided by Global Crossing.
  - A failure of the Customer’s premises equipment or equipment of a Customer’s vendor (not managed by Global Crossing as part of its Managed Network Services offering), and/or power failure at the Customer’s premises;
  - Force majeure events as defined in the Master Agreement;
  - Any act or omission of the Customer or any third party (including but not limited to, the 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 a Site 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 SLA metrics;
  - The customer’s negligence or willful misconduct, which may include the Customer’s failure to follow agreed upon procedures;
  - Over delivery of traffic exceeding the Committed Data Rate or exceeding the Committed Data Rate *and* applicable burst level at a particular Site;
  - Scheduled maintenance periods when the Customer has been informed of such maintenance, and emergency maintenance; or
  - Disconnection or suspension of the Service by Global Crossing pursuant to a right to do so under the Master Agreement or these terms.

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

Full Customer Name: \_\_\_\_\_ Master Agreement Reference No. \_\_\_\_\_