Global Crossing Internet Dial Service



SPECIFIC TERMS AND SLA FOR INTERNET DIAL SERVICE

Internet Dial Service. These are the service terms and service level agreement for Global Crossing Internet Dial Service which apply to Internet Dial Service (the "Service") 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. Description of Service

- 1.1 Service Description The Service is a flexible access service with an extended reach that provides Customers with the ability to access the Internet or communicate remotely with their corporate network from different geographic locations. Network access is provided via IP Dial Points-of-Presence (POPs) operated by Global Crossing and partner suppliers globally. There is no supply by Global Crossing of equipment in connection with the Service. The Service provides connectivity to the Internet for Customers at designated speeds, subject to availability at individual Internet Dial Service POPs. The Service allows the end—user a designated amount of hours connectivity to the Internet through a basic telephone or ISDN line. Global Crossing reserves the right to change access numbers used in connection with the Service from time to time. Details of connection speeds, monthly connectivity allowances, and associated charges shall be set forth on the Order Form for the Service.
- 1.2 <u>Charges</u> depend on region/country billing and number of hours connectivity allowance. Pricing varies based on the country of access to the Internet Dial Network. Global Crossing is NOT responsible for any call charges incurred by the Customer attaining access to the Internet Dial POP. Customer's usage charges are based on UDP start and end data collected in Global Crossing's Proxy Radius Server. Global Crossing prices are based on current charges payable by Global Crossing to third party providers of telephone access numbers. In the event that such third party charges change, Global Crossing reserves the right to modify its standard pricing for the Service upon 30 days written notice to Customer.
- 1.3 Service Restriction. Each user account issued to Customer as part of the Service is for the use of a single user, Customer may not share user accounts or authorize more than one user to use each user account. Global Crossing reserves the right to terminate the provision of the Service if it reasonably believes that individual user accounts issued to Customer are being used by multiple users in breach of this restriction.

2. Service Level Objective

2.1 Network Availability

- (a) **Commitment**: The Network Availability target for the Service is 99% (Ninety Nine percent) monthly.
- (b) **Definitions and Measurements**: "Network Availability" is defined as the ability to access the Internet Dial service via the Internet Dialer once the Customer obtains the number used to access the Dialer. The Customer is able to connect at 46Kbps initial modem connect speed to the Internet at all times.
- (c) Credits: No credits apply in connection with performance against the Network Availability objective.