



TERMS AND CONDITIONS FOR THE PROVISION OF JUNIPER NETWORKS EQUIPMENT

Juniper Networks Equipment. These terms and conditions apply to the sale by Global Crossing of Juniper Networks equipment (“Products”) to Customer, which apply 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. In the event of any conflict between these terms and conditions and the terms of the Master Agreement, these terms and conditions shall apply. These terms apply only to the provision of Products where title to the Products is to be transferred by Global Crossing to Customer, the provision of Products by Global Crossing on a lease or rental basis (if any) as part of Global Crossing’s Managed Network Services offering is not subject to these terms but is subject to separate terms applying to the provision of Global Crossing Converged IP Services which may form part of the Master Agreement.

1. **Ordering.** Customer will order Products by submitting purchase orders. Each purchase order will state the quantities and description of the Products, the service option elected by the Customer (if applicable), the applicable price, and the requested delivery dates and shipping instructions. Global Crossing will acknowledge and accept Customer’s purchase orders, confirming its ability to meet Customer’s requested delivery dates or propose an alternative date. Global Crossing will use reasonable efforts to deliver ordered Products no later than 90 days after its receipt of Customer’s purchase order. Global Crossing will not be liable for any failure to meet this date.

2. **Payment.** Customer’s purchase price for the Products (and services, if applicable) will be as set forth on the purchase order for the Products. Global Crossing’ list prices do not include sales, goods and services, value added or similar taxes or duties assessed in connection with Customer’s purchase, shipment and importation of Products (collectively referred to as “Charges”). Customer is responsible for payment of all of these Charges (other than taxes based on Global Crossing net income). If Global Crossing is obligated to collect any of the Charges, the appropriate amount will be added to Customer’s invoice, unless Customer provides Global Crossing with a valid exemption certificate in a form acceptable to the appropriate taxing authority. In addition to the charges set out in the order form, Customer agrees to pay all actual delivery and insurance charges incurred by Global Crossing in delivering the Products to Customer.

3. **Payment Terms.** Invoices are due and payable thirty (30) days from date of invoice and will be paid in the manner set out in Global Crossing’s invoice. Except as otherwise provided, any late payment by Customer may result in Global Crossing automatically applying an interest charge to the amount outstanding at an interest rate of six percent (6%) per annum over the one (1) month US \$ LIBOR rate on the date of invoice, as published from time to time in the Wall Street Journal, or the maximum percent permitted under law, if less.

4. **Delivery.** Delivery of all Products will be F.C.A. Title and risk of loss or damage to such Products, excluding the software, passes to Customer upon delivery of the Products to the delivery address identified on the applicable purchase order. Notwithstanding anything to the contrary in the Master Agreement, Customer acknowledges that:

- (a) all the Products to be provided by Global Crossing in countries in which Global Crossing has a local Affiliate company will be provided and installed by the Global Crossing Affiliate company in that country or, at Global Crossing’s option, by Global Crossing Europe Ltd. Or its subcontractor;
- (b) all the Products to be provided by Global Crossing in countries in which Global Crossing does not have a local Affiliate company will be provided by the company that is a party to

the Master Agreement and installed by Global Crossing Services Ireland Ltd. or its subcontractor; and

- (c) all charges in respect of the supply and delivery of the Products will be invoiced by, and payable to, the applicable Global Crossing company as determined by reference to subsections (a) and (b) above.
5. Excluded Countries. Notwithstanding anything to the contrary in the Master Agreement, Customer acknowledges and agrees that Global Crossing shall have full discretion to decline to deliver Products to Customer in any specific country. In such circumstances, Global Crossing may agree, at its sole discretion to deliver Products to Customer in a different country and Customer may, subject to compliance at all times with the terms of Section 12.2 arrange to import those Products to such countries on its own terms and at its own expense.
6. Services. In connection with the supply of the Products to the Customer, Customer will either confirm that it is not purchasing any services in connection with the Products (“Related Services”) or that it wishes to purchase Related Services. Customer acknowledges and agrees that the provision of Related Services shall (i) be provided directly by Juniper Networks and not by Global Crossing and (ii) shall be subject to the execution of Juniper Network’s End User Service and Support Agreement. For the purpose of this provision, Related Services shall not include any data transmission or other telecommunications services which may be provided by Global Crossing to Customer pursuant to the terms of a separate agreement between Global Crossing and Customer..
7. Hardware and Software Warranty. Global Crossing warrants to Customer that the hardware incorporated in the Products will be free of defects in material and workmanship for one year from the date of delivery to the Customer. Global Crossing warrants to Customer that the media on which the software is recorded will be free from defects in material and workmanship under normal use for a period of 90 days from the date of delivery to the Customer. If, during the applicable warranty period, Customer notifies Global Crossing that the hardware or software media does not conform to warranty, as Customer’s sole and exclusive remedy for such nonconformance, Global Crossing will repair or replace, at its option, the hardware or the software media and will use commercially reasonable efforts to ship the repaired or replaced unit within 10 days of receipt of the defective hardware. Global Crossing may use refurbished (but like new) parts or components that match or exceed the performance and reliability of new parts or components in repairing the defective hardware.
8. License. Global Crossing grants to Customer a personal, non-exclusive, non-transferable license to use, in object code form, all software and related documentation owned by or licensed by Global Crossing (“Licensed Material”) which may be furnished to Customer and incorporated in the Products, and for use only with the applicable Products. Any Licensed Material furnished to Customer will not be reproduced or copied in whole or in part.
9. Warranty Disclaimer. Global Crossing’ warranties are contingent upon the proper use and service of the Products in applications and with hardware and software for which the Products were intended and do not cover Products that have been modified without the prior written approval of Global Crossing or its authorized agents; that have been serviced by third-parties not qualified by Global Crossing; that have been subjected to adverse environments or to physical or electrical stress (through no fault of Global Crossing or its authorized agents); and/or that have had the original identification marks removed or altered. **OTHER THAN AS SET FORTH HEREIN, GLOBAL CROSSING EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING PRODUCTS PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OR GUARANTY OF ABSENCE OF HIDDEN DEFECTS, ANY WARRANTY OF NONINFRINGEMENT, AND ANY WARRANTY THAT MAY ARISE BY REASON OF USAGE OR TRADE, OR COURSE OF DEALING.**
10. Intellectual Property Indemnity.

10.1 Obligations. Global Crossing shall defend, at its own expense, any suit brought against Customer based upon a claim that the Products sold to Customer infringes any third-party patent, copyright, trademark, trade secret or other intellectual property rights (in each case issued or existing in any jurisdiction in which the Products are deployed) (“IP Claims”) and will pay all damages and costs that a court awards against Customer as a result of such claim; provided, that Customer: (a) gives Global Crossing written notice of such claim within 30 days of the claim being made, and furnishes Global Crossing with a copy of each communication, notice or other document relating to the claim; (b) gives Global Crossing complete control of the defense and settlement of such claim to the extent this can be done without prejudice to the rights of Customer except as otherwise agreed in writing by Customer; and (c) fully cooperates with Global Crossing, at Global Crossing’ expense, in the defense or settlement of such claim.

10.2. Exclusions. Global Crossing shall have no obligation or liability with respect to that part of any claim of infringement which is based upon (a) the combination, operation or use of the Products with any hardware, software or other device supplied by a party other than Global Crossing and the claim would not have arisen but for such combination, operation or use; (b) any modification of the Products which is not pre-approved by Global Crossing or its authorized agent in writing; (c) any third-party equipment furnished by Global Crossing to complete Customer’s purchase order; (d) any specifications, designs or instructions provided to Global Crossing by or on behalf of Customer; (e) Customer’s failure to promptly modify the Products (e.g., install a maintenance or minor release) provided by Global Crossing, if the claim would have been avoided had Customer followed Global Crossing’ suggestions; (f) use of the Products in a manner other than which it was designed or in a manner other than as previously specified in writing by Global Crossing; (g) for any settlement entered into without Global Crossing’ prior written consent.

10.3 Remedy. Should Products become, or in Global Crossing’ reasonable opinion are likely to become the subject of an IP Claim, Global Crossing, at its option, may either: (a) procure for Customer the right to continue using the Products, or (b) modify the Products to make it non-infringing provided the same functionality is maintained. If, in Global Crossing’ sole and reasonable opinion neither of the foregoing alternatives is reasonably possible, Global Crossing will grant Customer a refund of the purchase price of the relevant Products depreciated on a five year straight line basis and a prorated portion of the annual services fee, and accept return of the Products.

11. LIMITATION OF LIABILITY.

11.1 No Consequential Damages. **IN NO EVENT SHALL GLOBAL CROSSING OR CUSTOMER HAVE ANY LIABILITY, REGARDLESS OF THE THEORY OF LIABILITY, FOR ANY EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, OR THE PRODUCTS PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OR THE INABILITY TO USE PRODUCTS PURCHASED, LOSS OF PROFITS, SAVINGS, OR REVENUE, LOSS GOODWILL, LOSS OF SOFTWARE OR DATA, WORK STOPPAGE OR IMPAIRMENT, OR COSTS OF PROCURING SUBSTITUTE PRODUCTS, OR THE CLAIMS OF THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.**

11.1 **EACH OF GLOBAL CROSSING’S AND CUSTOMER’S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS AND/OR THE PROVISION OF PRODUCTS OR SERVICES SHALL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCTS OR SERVICES UP TO A MAXIMUM OF \$2,000,000. THIS LIMITATION OF LIABILITY IS NOT PER INCIDENT.**

12. General

12.1 Customer understands and acknowledges that Products may be subject to export control laws and regulations, and agrees that it shall not use, distribute, or transfer Products except in compliance with such export control laws and regulations (or licenses or orders issued pursuant thereto).

12.2 These terms and conditions are not intended to be for the benefit of any third party, are not enforceable by any third party, and will not confer on any third party any remedy, claim, right of action or other right.

12.3 These terms and conditions are the entire agreement between Global Crossing and Customer relating to the provision of the Products, and supercede all prior agreements, proposals, representations, statements or understandings whether written or oral concerning the Products. No change, modification or waiver of any of these terms and conditions will be binding unless in writing and signed by both parties. Except as otherwise provided for herein, any terms or conditions purportedly imposed by any purchase order used by Customer shall be void and of no effect.

11.4 These terms and conditions will be construed and enforced in accordance with the law of the state of New York. Global Crossing and Customer agree that any action related to these terms and conditions and/or the provision of Products shall be brought and maintained only in a Federal or State court of competent jurisdiction located in Monroe County, New York without regard to that state's choice of law principles. Each party (i) consents to the jurisdiction and venue of such courts and waives any right to object to such exclusive jurisdiction and venue and (ii) waives, to the fullest extent permitted by applicable law, any right either party has to a trial by jury in any legal proceeding directly or indirectly arising out of or related to these terms and conditions and/or the provision of the Products (whether based in contract, tort or any other theory).

| GLOBAL CROSSING | CUSTOMER |
|------------------------|-----------------|
| By _____ | By _____ |
| Name _____ | Name _____ |
| Title _____ | Title _____ |
| Date _____ | Date _____ |

Full Customer Name: _____

Master Agreement Reference Number: _____