



SERVICE TERMS AND SLA FOR METRO ACCESS SERVICE

Metro Access Service. These are the service terms and service level agreement for Global Crossing's Metro Access Service (the "Service") which apply to Metro Access Services 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. 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 Services incorporate the local access connection from Customer's requested interconnection point agreed with Global Crossing (the "Customer Interconnection Point") to a Global Crossing POP ("Point of Presence"). The Services consist of four distinct service types with different delivery options and terms as follows: Metro Dedicated Hub Service, Metro Premise Connect Service, Metro POP Connect Service, and Metro Dim Fiber Service. The Service type ordered by Customer, Initial Term, specific requirements and agreed fiber parameters shall be set forth on an Order Form for the Service.
- 1.2. **Metro Dedicated Hub Service** – Global Crossing will deploy a dedicated transmission node, typically an OC48/STM16 system, in the Customer's premises ("Customer Premises") and provide service back to the Global Crossing long haul POP. The dedicated node will be used to provide fully managed SONET/SDH circuits terminating at the Customer Interconnection Point.
- (a) Demarcation point: The Global Crossing side of the Digital or Optical Distribution Frame (DDF or ODF) at the Customer Interconnection Point.
 - (b) Customer will provide, on a timely basis and without charge or cost to Global Crossing, the necessary space, conduit and electrical power required to terminate and maintain the equipment, i.e. Network Terminating Equipment ("NTE"), used to provide Service to a Customer Interconnection Point.
 - (c) Customer agrees that the equipment space and associated facilities, conduit and rights of way which it is providing are a safe place to work and are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with all applicable laws, rules and regulations and with all applicable leases or other contractual agreements.
 - (d) Customer shall maintain in force and effect policies of insurance as follows: (i) Comprehensive General Liability Insurance, including contractual liability and broad property damage, covering personal injury or death and property damage, with a combined single limit of at least \$1 million; and ii) Worker's Compensation Insurance with limits required by the laws of the state in which the facility is located. The liability insurance shall name Global Crossing as an additional insured and shall be primary insurance, and Global Crossing's insurance shall not be called upon for contribution towards any such loss. Customer's insurer shall provide Global Crossing with at least ten (10) days prior written notice of cancellation or change in coverage. All insurance required of Customer shall be evidenced by certificates of insurance provided to Global Crossing.
- 1.3 **Metro Premise Connect Service** – Global Crossing will deliver managed, dedicated SONET/SDH circuits terminating at the Customer Interconnection Point via a shared Metro node located in a Global Crossing Metro or Long-haul POP. Global Crossing will provide the appropriate connectivity between the Global Crossing Metro POP and the Customer Interconnection Point.
- (a) Demarcation point: The Global Crossing side of the Digital or Optical Distribution Frame (DDF or ODF) at the Customer Interconnection Point.

1.4 **Metro POP Connect Service** – Global Crossing will deliver managed dedicated SONET/SDH circuits terminating at the Customer Interconnection Point via a shared Metro node located in a Global Crossing Metro or Long-haul POP. Customer will provide the appropriate connectivity between the Customer Premise and either (i) the Global Crossing Metro POP or (ii) a mutually agreed upon meet-me room.

- (a) Demarcation point: The Global Crossing side of the Digital or Optical Distribution Frame (DDF or ODF) at the Global Crossing Metro POP or meet-me room.
- (b) Customer is responsible for arranging physical access to the Customer Interconnection Point at either the Global Crossing Metro POP, or a mutually agreed upon meet-me room. This includes, but is not limited to, access to any of the rights of way, inter-building wiring, conduit and/or equipment space necessary to provide connectivity to the Global Crossing POP, and any associated installation, repair, maintenance, inspection, replacement or removal of assets. Customer, or Customer's subcontractor, is responsible for (a) bringing interconnecting fiber/cable to the Global Crossing Premise, which shall be identified to Customer by street address, floor and room number (if applicable), and (b) installing the interconnecting fiber at the Customer Interconnection Point using appropriate local access interface equipment.
- (c) Customer will upgrade Customer-provided fiber/cable or equipment as necessary to support the Service in conformity with specifications of the DDF or ODF, and/or as specified by Global Crossing, and/or as necessary to link successfully to Customer's premise.

1.5 **Metro Dim Fiber Connect Service** - Global Crossing will deliver an unmanaged optical Service to the Customer Interconnection Point where Global Crossing utilizes inter-building fiber between Global Crossing's Long-haul POP and the Customer Interconnection Point.

- (a) Demarcation point: The Global Crossing side of the Digital or Optical Distribution Frame (DDF or ODF) at the Customer Interconnection Point.
- (b) Global Crossing will provide either two (2) fibers for unprotected service, or four (4) fibers when protection is required.

1.6 **Specific Service Terms and Conditions**

- (a) Service shall commence on the Service Commencement Date (as defined in the Master Agreement), and shall be immediately terminable by Global Crossing upon the termination, expiration or cancellation for any reason of any (i) underlying agreement between Global Crossing and any other party involving Global Crossing's continued use of an associated facility or premises, (ii) the agreement to which these terms and conditions form an appendix, or (iii) the associated Global Crossing applied service for which the Metro Access circuits are ordered (the "Applied Service") (iv) these terms and conditions. Following the expiration of the Initial Term of a circuit, the term for such circuit shall automatically renew on a month-to-month basis in accordance with the same terms and conditions specified herein, unless terminated by either Party upon sixty (60) days prior notice to the other Party.
- (b) Customer will use the Service only in conjunction with Applied Services provided by Global Crossing. Customer may not use the Service for any other purpose without the written consent of Global Crossing, which consent may be withheld in Global Crossing's sole discretion. Failure to obtain the prior written consent of Global Crossing shall be deemed a material breach of these terms and conditions, and Global Crossing may pursue any legal or equitable remedy available to it, including immediate removal of impermissible cross-connects or interconnections and the immediate termination or suspension of the Service or the Master Agreement.
- (c) For Metro Dedicated Hub Service and Metro Premise Connect Service, Customer will use commercially reasonable efforts to provide Global Crossing, or its third-party vendor, physical access

to the Customer Interconnection Point on a timely basis and at no cost to Global Crossing. Customer is responsible for arranging access to any of the rights of way, conduit and/or equipment space necessary to provide Service to the Customer Interconnection Point to support installation, repair, maintenance, inspection, replacement or removal of any and all facilities and/or equipment for the Service provided by Global Crossing. Global Crossing shall also have the right to obtain access to cable installed in Customer-provided conduit at any splice or junction box.

- (d) Customer shall not remove interconnection cables, associated equipment, maintenance order wire, spare circuits or conduit provided by Global Crossing to offer the Service. The interconnection cables and any associated equipment, maintenance order wire, spare circuits and conduit used by Global Crossing to provide interconnection are deemed and understood to be the property of Global Crossing during the Initial Term for circuits ordered by Customer and after the expiration or termination of that Initial Term. Nothing in these terms and conditions shall create or vest in Customer any right, title or interest in the Service, or its configuration, or in individual circuits, or in the premises or facility, other than the right to use the same during the Initial Term under these terms and conditions. Upon termination of a Service for any reason, all rights, title and interest in Global Crossing assets shall remain with Global Crossing. Upon the termination of a Service, Customer shall promptly return all Global Crossing assets to Global Crossing.
- (e) Customer will ensure that its subcontractors, employees, agents and invitees comply with all safety, security and access rules applying at Global Crossing facilities, including, without limitation, any rules or regulation of the landlord in the building where such facilities are located. Global Crossing may remove any personnel of Customer, its agents, or subcontractors not in compliance with its rules and regulations, and may prohibit access by any person at its discretion.
- (f) Customer will use reasonable efforts to participate in any test procedures required by Global Crossing, or its subcontractor, for the purpose of installation, testing, service commencement or maintenance.

1.7 **Pricing**

- (a) Customer shall be responsible for (a) one-time installation charge (“Installation Charge”), (b) monthly recurring charges (“MRCs”), (c) any additional agreed charges relating to specific fiber parameters, and (d) miscellaneous charges, including any charges for special construction requirements, expedite requests, inside wire extensions, or the like agreed to between Customer and Global Crossing.
- (b) Changes to, or cancellations of, pending orders are accepted within the absolute discretion of Global Crossing; if accepted, Customer shall be liable to pay Global Crossing the following: (a) costs incurred in reliance upon Customer’s order, including any third party charges incurred by Global Crossing in reliance of Customer’s order, (b) 100% of the installation charge, and (c) associated order change or order cancellation charges.

2 **Service Level Agreements (SLAs)**

- 2.1 **Network & Service Availability:** Global Crossing Metro Access circuits are subject to the same Network & Service Availability Guarantee as the associated Applied Service. Where both a POP to POP and an End to End SLA apply to the Applied Service, the higher of the two SLAs applies where local access is provided via Metro Access Circuits. For the purpose of calculating availability and credit entitlements, a period of unavailability of a Metro Access Circuit shall (subject to any exclusions set out in the Applied Service SLA) be counted as a Service Outage for the purpose of the (higher) Applied Service SLA.

2.2 Installation

- (a) **Commitment:** Global Crossing commits to provisioning Metro Access Service on the mutually agreed upon RFS Date (s).
- (b) **Definition & Measurement:** RFS dates will be agreed upon between Customer and Global Crossing following acceptance of Customer's order. This guarantee excludes testing and circumstances where the Customer is not ready to receive or use the circuit. Orders for changes in existing circuit configurations are accepted within the absolute discretion of Global Crossing; if accepted the change will be completed within the same time period as for an initial installation. Global Crossing's customary charges will apply for the change. Credit for delays in installation does 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.
- (c) **Credit:** If a circuit is not provisioned by the agreed upon RFS date, Global Crossing will credit the Customer in accordance with the table below:

Number of Calendar Days RFS Exceeded	Credit
1-7	5% of Installation Charge invoiced to Customer
8-14	15% of Installation Charge invoiced to Customer
15-30	25% of Installation Charge invoiced to Customer
Greater than 30	50% of Installation Charge invoiced to Customer