



SPECIFIC TERMS FOR MID SPAN MEET ACCESS SERVICE

Mid Span Meet Access Service. These are the Specific Service Terms and Conditions for Mid Span Meet Access Service (the “Service”), together with the Order Form for the Service, which applies to the provision of the Service by Global Crossing to Customers who are not collocated at Global Crossing facilities, 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.

- 1.1 **Service Description:** The Service provides connectivity between a Global Crossing Point of Presence (“POP”) and a Network Fiber Distribution Panel (“NFDP”) owned and maintained by Global Crossing on Global Crossing premises. The connectivity is accomplished by a fiber jumper cable supplied by Global Crossing. The connection at the Global Crossing POP is to dedicated circuit(s) previously purchased by Customer. The Service is available for connections to the Global Crossing network at the optical level (speeds of OC-3 or higher), in the US, electrical connections may be available upon request, on an individual case basis. The Service is offered by Global Crossing on an “as available” basis.
- 1.2 The demarcation points for the Service are (i) the Customer side of the NFDP at Global Crossing’s premises (the “MSM Interface”) and (ii) the NFDP in Global Crossing’s POP. Customer is responsible for handing off an acceptable interconnecting signal and installing the fiber in accordance with the requirements of this section. Customer is responsible for (a) bringing interconnecting fiber to Global Crossing’s premises, which shall be identified to Customer by street address, floor and room number (if applicable), and (b) installing the interconnecting fiber at the MSM Interface using an appropriate jack or “tie down” for the purposes of connecting circuit(s) at the MSM Interface.
- 1.3 **Access:** Global Crossing shall provide access to the POP(s) at which the Service is provided to Customer 365 days per year, subject to compliance by Customer with the provisions of any access policies and/or procedures applying at each specific POP. Access policies and procedures (including procedures for emergency access) vary between Global Crossing POPs, and will be provided to Customer in each case. In general, access for Customer to Global Crossing POPs is limited to entrance to the POP, plus passageways leading to the room in which the NFDP is located. Access to Global Crossing POPs staffed by Global Crossing is available during normal business hours (08.00 am to 5.00 p.m. local time.) Customer requests for access (i) to Global Crossing POPs outside normal business hours and/or (ii) to unmanned POPs, may be subject to payment of an escort fee. Customer shall at all times comply with all Global Crossing safety, security and access rules applicable at each Global Crossing POP.
- 1.4 Customer is responsible for arranging access to the building housing Global Crossing’s premises in order to bring its interconnecting fiber to that premises, and for performing installation of the interconnecting fiber at that premises. Where such works are to be carried out by Customer’s subcontractor, Customer shall notify Global Crossing in writing of the identity of and authorization for such subcontractor. Approval of such subcontractors is within the absolute discretion of Global Crossing. If approved, the provision of access to such subcontractors shall be subject to these terms and conditions and the safety, security and access rules applying at the applicable Global Crossing POP.
- 1.5 On installation of the Service, Global Crossing will provide Customer with a single point of contact for maintenance issues. Maintenance is provided by Global Crossing on a 24 hour x 365 day basis on (a) service elements between the Global Crossing POP and the Global Crossing side of the NFDP and (b) the NFDP itself.
- 1.6 **Order Forms:** The following details will be set out in an Order Form for the Service (or in a schedule to these terms and conditions): (i) the POP(s) at which the Service is to be provided to

Customer, (ii) the initial Service Term(s) for the Service, and (iii) charges for the Service, including any monthly recurring charges, installation charges, make ready charges and/or other charges. Customer acknowledges that Global Crossing will commence provisioning of Customer's order for the Service in reliance upon Customer's order. In the event of cancellation of Customer's order for any reason prior to the applicable Service Commencement Date, Customer shall be liable to pay Global Crossing, as liquidated damages, all reasonable and documented costs incurred in reliance upon Customer's order, subject to a maximum of 100 % of the quoted installation cost.

- 1.7 **Insurance:** During the term for which the Service is provided to Customer, each party shall obtain and maintain and keep in full force and effect, at their respective expense, the following forms of insurance with the minimum limits stated below (or the equivalent local currency coverage in the jurisdiction in which the Service is provided to Customer):

Form of Insurance	Minimum Limits of Insurance
(a) (i) Workers Compensation and (ii) Employers Liability	Statutory \$1,000,000 per occurrence (BI/disease)
(b) Property Insurance, on an All-Risks Form, protecting the property owned by each party to the agreement. Such insurance shall also provide Business Interruption coverage and shall contain a mutual waiver of subrogation in favor of each party to the agreement.	Replacement Cost value of the property insured.
(c) Commercial General Liability on an occurrence basis, including premises operations, products and completed operations, contractual liability, and personal and advertising injury coverages, naming each other as additional insureds.	\$1,000,000 per occurrence and aggregate
(d) Commercial Automobile Liability covering all leased, owned and non-owned vehicles and naming each other as additional insureds.	\$1,000,000 per occurrence combined single limit for bodily injury and property damage liability
(e) Umbrella Liability on a follow form basis.	\$4,000,000 per occurrence and aggregate excess of the Commercial General Liability and Commercial Automobile Liability Insurance

Each party agrees to have included in each of the insurance policies required under this section, a waiver of the insurer's rights of subrogation against each other. Each insurance policy shall be maintained with an insurer having a rating of at least an "A-" (minus) X in the most currently available Best's Insurance Reports and shall provide for at least thirty (30) days prior written notice to the certificate holder in the event of cancellation of any policy. If requested by the other, each party shall furnish to that other, acceptable Certificates of Insurance demonstrating compliance with these requirements. Any breach of this section by Customer shall be deemed a material breach of these terms and conditions entitling Global Crossing to terminate the applicable license forthwith.

- 1.8 **Damage to premises:** If a POP in which the Service is provided is damaged by fire or other casualty (and the damage affects the service provided), Global Crossing shall give prompt notice to Customer of such damage. If Global Crossing's landlord or Global Crossing (i) exercises an option to terminate the applicable lease as a result of such damage or (ii) decides not to rebuild the applicable POP, the provision of the Service shall terminate as of the date of such exercise or decision as to the affected POP and any charges paid in advance by Customer shall be abated and modified accordingly. If neither the landlord of the affected Facility nor Global Crossing exercises the right to terminate or not to rebuild, the landlord or Global Crossing, as applicable, shall repair the POP to substantially the same condition it was in prior to the damage, completing the same with reasonable speed. In the event that such repairs are not completed within a reasonable time, Customer shall thereupon have the option to terminate the provision of the Service; such option shall be the sole remedy available to Customer against Global Crossing under these terms and conditions with respect to this matter.
- 1.9 **Indemnification:** In addition to any indemnification obligations under the Master Agreement, Customer shall be liable for and shall defend and indemnify Global Crossing (and its landlords) harmless from and against any claims, demands, actions, damages, liability, judgments, expenses

and costs (including reasonable attorney fees) arising from any damage or destruction to a Global Crossing POP (or the premises in which a POP is located) or to equipment or property therein or to Global Crossing's Network caused by or due to the acts or omissions of Customer, its employees, agents or invitees.