



SERVICE TERMS AND SLA FOR ON-SITE SUPPORT SERVICES

On-Site Support Services. These are the service terms and service level agreement for Global Crossing's On-Site Support Services (the "Services"), which apply to On-Site Support provided by Global Crossing, in addition to the terms of any Master Services Agreement, Carrier Services Agreement, Retail Services Agreement or other Global Crossing master agreement (in each case a "Master Agreement" or "MSA"). Capitalized terms not defined in these terms and conditions have the meanings set out in the Master Agreement.

Section 1. Description of Service

- 1.1 **Services Description.** Global Crossing's On-Site Support Services is a set of services defined as the installation and maintenance of certain data communications equipment ("Data Communications Equipment" or "DCE") either provided on a rental basis by Global Crossing or procured by the Customer. The Service is provided only in connection with Global Crossing provided data transport services and is not available where a third party WAN transport provider is utilized by Customer.
- 1.2 Global Crossing shall have the right to subcontract the whole or any portion of the Services.
- 1.3 Global Crossing services such as IPVPN, ATM/Frame, IP Transit and Dedicated Internet Access ("Transport Services") are not provided under these terms and conditions but under separate terms and conditions. Charges for these Transport Services will not be abated or refunded in the event of delays or failure of performance of the Services described in these terms. In the event of any conflict between these terms and conditions and the terms applying to the applicable Transport Service, the terms and conditions applying to the Transport Service shall prevail.

Section 2. Specific Service Elements

- 2.1 **Procurement:**
 - 2.1.1 **Global Crossing procured DCE:** Global Crossing and Customer will agree on the DCE to be procured by Global Crossing, details of which will be set out in the Order Form for the Service.
 - 2.1.2 For Global Crossing procured DCE, Customer responsibilities include, but are not limited to, the following activities:
 - Providing all design and engineering pre-sales support.
 - Ordering and installing all dial backup that is part of the Services and providing the service profile identifier to the Global Crossing Program Manager.
 - Providing contact information for each location where service is being turned up.
 - Providing access at Customer premises for installation/implementation at scheduled times.
 - Providing Global Crossing with all part numbers of DCE to be ordered, as well as the part names and list prices.
 - Providing Global Crossing with the physical and logical configuration information.
 - Uploading the remaining configuration upon test and turn up.
 - 2.1.3 **Customer procured DCE:** Global Crossing and Customer shall agree to the details of any Customer procured DCE which is to be installed and maintained as part of the Service. Acceptance of any Customer procured DCE is within Global Crossing's absolute discretion.
 - 2.1.4 For Customer procured DCE, Customer responsibilities include, but are not limited to, the following activities:

- Providing all design and engineering pre-sales support.
- Procuring the DCE and ensuring its availability at Customer premises where such DCE is to be installed.
- Ordering and installing all dial backup that is part of the Service and providing the service profile identifier to the Global Crossing Program Manager.
- Providing contact information for each Customer premises where service is being turned up.
- Providing access at Customer premises for installation/implementation at scheduled times.
- Providing Global Crossing with all part numbers of Data Communications Equipment, as well as the part names, list prices, and serial numbers.
- Providing Global Crossing with evidence of equipment quality and authorizing Global Crossing to use the serial numbers to verify equipment history.
- Providing Global Crossing with the physical and logical configuration information.
- Uploading the remaining configuration upon test and turn up.

2.2 Installation.

2.2.1 For both Global Crossing and Customer procured DCE, Global Crossing is responsible for the following activities:

- Physical installation of the DCE.
- Managing implementation of the Service including the provisioning of any associated Global Crossing Transport Services.
- Providing up-to-date project milestones, install dates, and project timelines
- Providing a "Welcome Kit" which includes all applicable contact information for Customer to be able to utilize the Services.
- Removal of DCE from the boxes in which it is supplied, replacement of packing material back into such boxes, and stacking of boxes in the room designated by the Customer.
- Connecting DCE to WAN access

2.2.2 For Global Crossing procured DCE only, Global Crossing is also responsible for uploading a base configuration, such that the DCE is reachable remotely from the Global Crossing network.

2.2.3 Customer responsibilities relating to installation include, but are not limited to, the following activities at each site:

- Connecting the DCE to LAN access.
- Ensuring that appropriate personnel are on-site and ensuring access to the applicable equipment room and racks at the scheduled installation time.
- Providing and installing all necessary power distribution boxes, conduits, grounding, surge, equipment racks, and lightning protection and associated hardware. Power outlets must be within three feet/ one meter of the DCE to be installed.
- Ensuring that DCE specified and ordered can physically reach the telecommunications demarcation point and power source.
- Making any necessary building alterations to meet wiring and any other site requirements.
- Ensuring that each telco demarcation is clearly marked in a way that allows the installer to connect the correct circuit to the correct router port.
- Retaining original packing lists and providing a copy of the packing list to the Global Crossing designated installer. Storage of boxes and packing.
- Ensuring environmental conditions for chosen DCE meet the manufacturer's requirements.
- Testing connectivity to Customer management center upon site technician visit.

2.3 Data Communications Equipment Maintenance:. The on-site coverage options are as follows (service level availability varies by geography and the coverage option applying at each Customer Site will be set out in the Order Form for the Service):

- 7x24, Four Hour Response: Repair coverage is 24 hours per day, seven days per week. A field engineer will arrive at the Customer site within four hours of Customer's request for maintenance assistance.
 - 5x9, Next Business Day Response: Repair coverage is 8:00 a.m. to 5:00 p.m. local time. A field engineer will arrive at the Customer's site no later than 5:00 p.m. on the business day following Customer's request for maintenance assistance. Such requests must be received by Global Crossing at the number provided by 5:00 p.m. local time to ensure next business day response.
- 2.3.1 Global Crossing shall provide on-site maintenance and repair of DCE within the time frames set out above, depending on the option selected by the Customer. All DCE will be maintained and serviced only by or at the specific direction of Global Crossing and shall not be moved / serviced or otherwise interfered with by Customer without Global Crossing's specific approval in each case.
- 2.3.2 Prior to requesting maintenance assistance the Customer will:
- Ensure local issues (including, but not limited to power, LAN connectivity) are diagnosed
 - Ensure that neither local access nor Transport Services are the cause of the problem.

A Faulty Truck Roll will be deemed to have occurred where Customer requests maintenance assistance and the field engineer dispatched to the Customer's premises ascertains that there is no physical fault in the DCE. The charges specified in Section 3 will apply where there is a Faulty Truck Roll.

- 2.4 Lifecycle Management. Global Crossing shall use its reasonable efforts to support all Customers' move, add, change, delete ("MACD") requirements. Global Crossing will provide Customer with a single point of contact for all transport and On-Site Support MACD. Charges for MACD are incurred on a per event basis per the charges set out in Section 3 below.

Section 3. Rates and Charges

- 3.1 Non-Recurring Charges: Non recurring charges, as set forth below, are incurred and payable on a per event basis.
- 3.1.1 Installation Charges. Installation charges for installation of DCE by Global Crossing are based on the region in which the installation occurs and are set out in the Order Form for the Service.
- 3.1.1.1 Installation charges 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 will be billed for additional two-hour blocks of time, as applicable. Standard charges apply to installations carried out by Global Crossing 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 period outside those times ("Out of Hours"), are charged at 150% of the standard rates.
- 3.1.1.2 Additional charges, as detailed in the Order Form, apply where installation cannot be completed for one of the following reasons, and where installation is cancelled by Customer on less than 36 hours notice to Global Crossing:
- Site Not Ready: e.g. the site does not have proper power, LAN equipment, Equipment Racks,
 - Faulty Design: Incorrect equipment, cables or software components specified by Customer result in failure of installation,
 - No Access: The technician is not able to gain access to the room,
 - Cancellation by Customer
- 3.1.2 Lifecycle Charges. Lifecycle charges for MACD requests, as set out in the Order Form, are based on the region in which the activity occurs.

MACD requests carried out, at Customer's request, Out of Hours, are charged at 150% of the standard Order Form rates.

- 3.1.3 **Faulty Truck Roll Charges.** Faulty truck roll charges are incurred in accordance with Section 2.3.2 above, and are set out in the Order Form.
- 3.1.4 **Telephone Charges:** Customer must provide Global Crossing with a toll-free or collect call number to facilitate calls by Global Crossing technicians to speak to Customer's management center for test and turn-up activities. If a toll-free or collect number cannot be supplied by Customer, then in addition to the charges payable for the Service as set out in this Section, Global Crossing will charge the Customer all telephone costs which are charged to Global Crossing by its subcontractors in placing calls to Customer premises in support of the Services.
- 3.2 **Monthly Recurring Charges:** Monthly Recurring Charges ("MRCs"), as set out in the Order Form, are payable monthly in advance.
- 3.2.1 **Maintenance Service Charge:** The MRC payable by the Customer for maintenance provided as part of the Services depends on (i) the maintenance option (set out in Section 2.3 above) selected by Customer and (ii) the value of the DCE to be maintained by Global Crossing. The monthly MRC for maintenance is set out in the Order Form
- 3.2.2 **Data Communications Equipment Rental Charge:** Customer will pay a rental charge for any DCE procured by Global Crossing and provided to Customer as part of the Services (the "DCE Rental Charge"). The DCE Rental Charge is payable, at Customer's option, either (i) as a one time up-front lump-sum payment, (ii) as a monthly charge for each month of the first twelve (12) months of the Service Term or (iii) as a monthly charge for each month of the Service Term (not to exceed 36 months). Customer's payment option shall be set out on the Order Form for the Service. Upon full payment by Customer of the associated DCE Rental Charge for DCE provided to Customer (either up front or upon payment of the final monthly installment), Customer may continue to use that DCE for so long as Global Crossing continues to provide this Service to Customer, without incurring additional DCE Rental Charges for that DCE.
- 3.3 **Invoicing.** Notwithstanding the terms of the Master Agreement, Customer acknowledges and agrees that (i) the Lifecycle Charges set forth in Section 3.1.2 above will be invoiced to Customer by the Global Crossing Affiliate company in the country in which those services are provided; (ii) all installation, maintenance and equipment rental charges described above which attract VAT or similar taxes in the country in which applicable DCE is located will be invoiced to the Customer by the Global Crossing Affiliate company in the country in which such DCE is located; and (iii) in the event that Global Crossing does not have an Affiliate company in the country in which the applicable Services are provided and/or such DCE is located, all applicable charges will be invoiced to Customer by the Global Crossing company which is a party to the Master Agreement.

Section 4. Service Level Agreements (SLAs)

- 4.1 **Mean Time to Respond:** Global Crossing commits a Mean Time to Respond ("MTR") of 4 hours per calendar month. The MTR guarantee is the monthly average of the time taken for a technician to arrive at Customer's premises following each report by Customer of defective DCE and a request for on site assistance. Any time periods during which a Global Crossing technician cannot gain access to a Customer premise are excluded for the purpose of this calculation. The MTR commitment applies only (i) to DCE for which the Customer has ordered Global Crossing maintenance on a 7x24x4 hour basis (where available) and (ii) when there are physical problems with the DCE. The MTR commitment does not apply (i) where a Global Crossing technician is unable to gain access to a Customer premises at which defective DCE is located.
- 4.1.2 **Credit:** For each calendar month in which Global Crossing fails to achieve the MTR commitment, the Customer shall, upon written request to Global Crossing, receive a credit equal to fifty per cent

(50%) of the MRC payable for maintenance services, which credit shall be applied to the Customer's next following invoice for charges for the Services. No credits are payable by Global Crossing unless requested by Customer in writing within 30 days of the end of the calendar month in respect of which SLA credits are claimed.

4.1.3 General Exclusions: The SLAs set out in this section do not apply in the following circumstances:

- DCE failures attributable to Customer changes of configuration of any DCE, otherwise than on the express instructions of Global Crossing.
- DCE failures arising from relocation of DCE by Customer
- Damage to DCE resulting from fire, water, ventilation, environmental conditions, extreme temperatures, electrical power fluctuation or similar circumstances not within the control of Global Crossing.
- DCE failures attributable to any acts or omissions on the part of Customer, third party contractors or vendors, or any other entity over which Customer exercises control or has the right to exercise control.

4.2 Order Intervals: Global Crossing aims to complete installation of Global Crossing procured DCE at requested Customer premises within sixty calendar days of acceptance of Service Order by Global Crossing, and to installation of DCE provided in connection with Global Crossing Transport Services within five calendar days of the end of testing of that Transport Service.

4.2.1 The order interval commitments are conditional upon (i) completion of site preparation by Customer and installation by Customer of local access or WAN access within six feet of the proposed location for the installation of the DCE. In addition, Global Crossing is not responsible for delays in installation caused by the vendor of any DCE.

4.2.2 No credits apply in the event service installation intervals objectives above are not met.

Section 5. General Customer Responsibilities

5. In addition to any responsibilities set out above, Customer will:

- Designate no more than two (2) persons per location as site coordinators who will be contacts for Global Crossing or vendors/contractors dispatched by Global Crossing for maintenance and installation activities.
- Designate no more than two (2) persons who will be the primary points of contact for all other operational and administrative matters related to the Services.
- Designate one primary contact (1) to receive status reports regarding installations, outages, maintenance activities and other communications related to the Services
- Ensure that all DCE on its premises that connects to the Services is certified as compliant with the Service requirements, homologation requirements and will perform in accordance with published technical specifications or as reasonably required by Global Crossing. Customer is responsible for extending the Customer computing platform to the LAN port on the DCE, including providing the appropriate media adapter/cables for connecting to the local exchange carrier, incumbent carrier, or other network provider's services.
- Provide a safe and hazard-free environment for Global Crossing personnel (including its subcontractors) to enter and work at all Sites. If hazardous material or other unsafe or unlawful conditions are discovered at such locations, Global Crossing may cease performance of affected Services.
- Provide Global Crossing or its contractors access to its facilities reasonably required by Global Crossing to perform the Services.
- Ensure that the DCE installation location is no more than six feet (two Meters) from the local access demarcation point. It is the responsibility of the Customer to order the demarcation point

within this six-foot radius and to order the transport demarcation point through Global Crossing at this location.

Section 6. Data Communications Equipment

- 6.1 All DCE procured by Global Crossing shall be provided to Customer on a rental basis and Global Crossing shall retain ownership of all DCE. Customer agrees not to remove DCE from its designated location without the prior written consent of Global Crossing. Customer will not remove any identification tags or other markings on DCE and will not cause, create or suffer any claims, including but not limited to, liens, charges or encumbrances or security interests in, on or to the DCE. During the service term, Customer will (i) ensure that the DCE is maintained in a safe environment which complies with the recommendations of Global Crossing, and/or the manufacturer and/or supplier thereof, and (ii) allow Global Crossing and Global Crossing's personnel reasonable access to the DCE as, and to the extent, necessary for Global Crossing to provide the Services.

Section 7. Term

- 7.1 These terms and conditions shall become effective upon the signature of Global Crossing on the Order Form and these terms and conditions shall continue for the period set forth on the Order Form (the "Initial Term") provided however that if the underlying Global Crossing transport service is terminated for any reason, the provision of this Service shall automatically terminate forthwith. After the Initial Term, and notwithstanding anything to the contrary in the Master Agreement, the term of these terms and conditions and of the Services to be provided hereunder, shall continue in effect on a month to month basis until terminated by either party giving the other party at least thirty (30) days prior written notice.
- 7.2 Termination and Termination Charges. If the Services are terminated by Customer (other than pursuant to a right to do so under the Master Agreement, or by Global Crossing because of a breach of the Master Agreement (or these terms and conditions) by Customer, in either case prior to the end of the initial term for which the customer ordered the Service, then Customer will be responsible for (i) all outstanding charges as at the date of termination and (ii) the monthly equipment rental charges remaining for the initial term for which the Services were initially ordered by the Customer.
- 7.3 Customer understands and acknowledges that Global Crossing's obligations under these terms and conditions relating to DCE are subject to all such DCE continuing to be supported by the vendor of that DCE. If Global Crossing becomes aware that any DCE (whether procured by Customer or by Global Crossing) is no longer supported by the vendor of such DCE, Global Crossing shall provide thirty days' notice to Customer and Global Crossing shall have no further obligation to provide maintenance services in respect of that DCE as and from the expiry of such notice period. Upon termination of the Service for any reason, Customer shall promptly return all DCE to Global Crossing or otherwise facilitate the collection of such DCE by Global Crossing or its agent designated for that purpose.