

SERVICE TERMS FOR GLOBAL CROSSING VIDEO ENDPOINT MANAGEMENT SERVICES

Global Crossing Video Endpoint Management Services. These are the service terms and service level agreement for Global Crossing's Video Endpoint Management Services ("The Services") which apply to the Services in addition to the terms of any Master Services Agreement, Retail Customer 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 Services

1.1 Video Endpoint Management Services are available in connection with Global Crossing IP VPN Service, and consist of, (i) Customer Video Equipment Management and (ii) Customer Video Equipment Maintenance. Details of any of these elements ordered by Customer, together with applicable charges, will be set out in an Order Form for the Service.

2. Service Elements

- 2.1 <u>Customer Video Equipment Management</u>: Customer Video Equipment Management Service consists of the following elements:
- 2.1.1 Customer Video Equipment Monitoring
 - Up/Down Status (five minute interval polling)
 - Testing of equipment upon customer request for delay, jitter and packet loss.
 - Customer Notification of equipment failure.
- 2.1.2 Central Address service
 - Customers sites covered by equipment monitoring service.
- 2.1.3 Web Portal/Reporting
 - Web portal used for web address book.
 - Video Performance reports

Notification of failure in Customer video equipment is available only for Customer devices that are always in an on-state (i.e., not supported for mobile endpoints). Customers who turn-off or move their video equipment twice within a rolling 30 day period will not receive equipment failure notification for that device (but may avail of the other features provided).

- 2.1.4 Fault Resolution:
 - Notification: Global Crossing will call the Customer and assist in troubleshooting following the occurrence of one of the following events:
 - o Customer equipment cannot connect to a conference.
 - o Customer equipment does not transmit video and/or audio.
 - o Customer experiences degradation in video and/or audio signals.
 - Troubleshooting: Upon the occurrence of one of the events above, Global Crossing will contact Customer to troubleshoot the issue(s). In addition, Customer may contact Global Crossing for assistance in troubleshooting the following issues:
 - o Problems in Initiating or receiving videoconferencing calls
 - Customer equipment connecting at lower bandwidth then required.
 - Equipment Reboot: Upon customer request or upon troubleshooting, Global Crossing will remotely reboot the Customer's equipment (available for Polycom and Tandberg equipment only).
 - Third party maintenance dispatch: Global Crossing can provide a third party maintenance dispatch service for Customer video equipment covered by an active (current) maintenance agreement with the following third party manufacturers: Polycom, Tandberg, Lifesize and/or Sony. Global Crossing shall diagnose Customer

video equipment issues with the Customer, and, upon determination that repair or replacement is required shall contact the third party manufacturer and arrange for that manufacturer to repair or replace the equipment in accordance with the applicable maintenance terms. As a condition of this Service element, Customer must furnish Global Crossing with letter(s) of agency authorizing Global Crossing to act on its behalf as and where necessary to liaise with Polycom, Tandberg and/or Sony, as applicable.

2.1.5 Codec Updates

 Software updates pushed to codecs (for Customer equipment covered by current (active third party vendor maintenance agreements).

2.2 Customer Video Equipment Maintenance Service

For an additional charge, Global Crossing can provide maintenance on Customer video equipment. Two options (each with a different pricing option) are available, as follows:

- Remote Maintenance: As and when required, Global Crossing will arrange to ship replacement components for failed customer video equipment to the Customer premises and will then work with the Customer remotely via telephone to assist the Customer in replacing / installing that component. For maintenance requests received by Global Crossing before 3.00 p.m. local time, replacement units will be shipped for delivery by 11.00 a.m. local time on the next Business Day (provided next day delivery services are available in the applicable region)
- On Site Maintenance: On site maintenance service comprises the following elements:
 - Dispatch service personnel next business day, if necessary (and if available in the applicable region).
 - Fault part/equipment replacement and system operational testing within four hours of delivery of replacement parts.
 - Verification, with Customer, that the equipment / system is functioning properly.

Provision of maintenance service is conditional upon Customer maintaining currency of replacement hardware warranties, either through Global Crossing or through applicable hardware manufacturers. Global Crossing shall have no responsibilities in relation to or arising from (i) inherited equipment faults or problems, (ii) faults caused by unauthorized modifications to equipment by anyone other than Global Crossing or its agent(s), (iii) faults caused by unauthorized software or expansion slot card(s) installation, (iv) Force Majeure events, or (v) electrical or network outages or other problems at Customer's premises.