



SERVICE TERMS AND SLA FOR LEASE OF NON-US DARK FIBER

Non-US Dark Fiber Lease. These are the service terms and service level agreement for the lease of Global Crossing Dark Fiber located outside the United States, which apply to the provision of non-US Dark Fiber on a leased basis in addition to the terms of any Master Services Agreement, Carrier Services Agreement, Retail Customer Agreement or other Global Crossing master agreement (in each case a "Master Agreement") executed by the Customer and Global Crossing. Initial Capitalized terms not otherwise defined in these terms and conditions shall have the meanings given those terms in the Master Agreement.

Section 1. Description of Service

- 1.1 Service Description. Global Crossing Dark Fiber Service is the provision on a leased basis of Fiber optic cable pairs on Global Crossing's Network not carrying a signal ("Fiber"). For the avoidance of doubt, Global Crossing Dark Fiber Service is not comprised of SONET ring-protected private lines, point-to-point bi-directional circuits at OCN speeds or any other configuration.
- 1.2 Unless otherwise agreed to by Global Crossing, the Fiber provided by Global Crossing shall be single mode Fiber, installed and operating in conformity with generally accepted standards utilized by Global Crossing for its own Network.
- 1.3 Customer understands and acknowledges that the provision of Dark Fiber by Global Crossing is offered by Global Crossing on an "as available" basis and is not available in all regions. All requests for Dark Fiber are subject to individual quotation and order acceptance by Global Crossing.

Section 2. Lease of Dark Fiber and Payment

- 2.1 The Service is offered in two types: (i) annual lease for a term of years, with a Monthly Service Charge ("MRC") payable, or (ii) a pre-paid lease for a term of years with a prepaid lease amount payable ("Prepaid Lease Charge"). The term of years in either case is the "Initial Term". For each Fiber pair ordered by the Customer, the following shall be set out in the Order form for the Service:
 - selected type of service (annual lease or prepaid lease);
 - pricing;
 - length of Initial Term;
 - details of demarcation points and specific solution/requirements at those demarcation points; and
 - any miscellaneous routing or service requirements.
- 2.2 At the end of the Initial Term (or any extension) for a Fiber lease (in each case the "Lease Expiration Date"), the term for that Fiber lease will automatically be extended on the same terms for an additional period of twelve months unless either:
 - 2.2.1 either party notifies the other in writing at least thirty days before the Service Expiration Date that the lease shall not autorenew, and shall terminate on the Service Expiration Date, in which case Global Crossing shall terminate the provision of the Fiber on the Service Expiration Date; or
 - 2.2.2 the Customer notifies Global Crossing in writing at least thirty days before the Service Expiration Date that the Customer wishes to renew the lease on a month to month basis only, in which case (a) regardless of any other pricing provisions agreed with Customer, the rates and charges for the lease shall be increased to a monthly rate with effect from the Service Expiration Date and (b) such month to month lease may be terminated by either party upon thirty days' written notice to the other at any time following the Service Expiration Date.

Section 3. Customer Responsibilities

3. The Customer shall:
 - 3.1 comply and procure that its employees and agents comply with all applicable laws and all reasonable requests, demands or requirements (whether in writing or not) communicated by Global Crossing as to safety, the use of the Fiber, or access to any Global Crossing facility;
 - 3.2 in the interests of safety in accordance with applicable good engineering practice, comply and procure that its customers, employees and agents comply promptly with any request by Global Crossing to disconnect from all or any part of the Fiber or switch off any of the Customer's equipment or that of its customers (including, but not limited to, any lasers) and not to reconnect or switch on such equipment until instructed by Global Crossing that it is safe to do so;
 - 3.3 follow any procedures notified to Customer by Global Crossing regarding the use of the Fiber;
 - 3.4 ensure that its use and any of its other activities relating to the Fiber shall not interfere with use by Global Crossing or any third party of the Global Crossing Network or with telecommunication transmissions by Global Crossing or any third party through the Global Crossing Network;
 - 3.5 where Global Crossing so requires, procure access for Global Crossing (or its respective employees or agents) to any Customer facilities for the purpose of testing or repairs or where such access is required to enable Global Crossing to comply with its obligations hereunder;
 - 3.6 at the request and expense of Global Crossing, use all reasonable endeavours to take such steps as are necessary to safeguard Global Crossing's rights in its Network (including the Fiber);
 - 3.7 not substitute, remove, add, alter, amend or expand any cable, wiring, equipment, hardware, software, or Fiber comprising part of or connected directly to Global Crossing's Network without first obtaining Global Crossing's written agreement;
 - 3.8 except as expressly agreed in writing with Global Crossing, not have any access to Global Crossing's Network and the Customer shall not, under any circumstances, move, relocate, disturb, handle or otherwise come into contact with (whether directly or indirectly) the Fiber, the duct(s) in which the Fiber is located, or any other portion of Global Crossing's Network; and
 - 3.9 be solely responsible for obtaining and maintaining any and all permits, licences, governmental or regulatory approvals which are required for Customer's use of the Fiber and/or any telecommunications equipment used in connection therewith.

Section 4. Takeover of Fiber

- 4.1 The Customer is solely responsible for ordering and maintaining all facilities, equipment, and services necessary to light and use the Fiber provided by Global Crossing and for all costs and expenses incurred in relation thereto, including without limitation, the installation, testing, maintenance and operation of any equipment and facilities. Global Crossing and Customer shall agree the specific technical solution and demarcation points for all Fiber to be provided by Global Crossing. Depending on the solution agreed in each case, Customer may be required to purchase additional Global Crossing services such as Collocation Service, Interconnect Access Service or Metro Access Service. Unless otherwise expressly agreed in writing, Global Crossing does not provide, order, design or co-ordinate or otherwise arrange for any inside wiring or 'extended demarc' either at Global Crossing facilities or Customer's premises.
- 4.2 The parties agree that take over of the whole Fiber may occur in stages on a segment by segment basis (as set out in the Order Form) in accordance with this Section 4. Requested service date(s) recorded on the Order Form do not establish the RFS Date, instead, the Global Crossing and Customer Project Managers for the Service shall agree upon the specific RFS Date following order acceptance. If Customer requests a change to a pending order, a new RFS Date will be established.
- 4.3 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, and (b) 100% of the installation charge.

- 4.4 On or before the RFS Date, or any amended RFS Date, Global Crossing will test the Fiber and declare its availability for Customer use. The Service Commencement Date (“Service Commencement Date”) for Fiber ordered will be the date upon which Global Crossing notifies the Customer (by writing or electronic transmission) that the Fiber is available for Customer use, unless Customer within forty-eight (48) hours notifies Global Crossing of its non-acceptance on the basis that the agreed technical specifications for the Fiber have not been met. In that case, further tests of the Fiber will be conducted and a new Service Commencement Date will be agreed upon, provided that any Customer use of Fiber for other than testing purposes following notice of non-acceptance will be deemed to constitute acceptance of that Fiber or segment.
- 4.5 Any break-outs along the route of the Fiber, or at Fiber end points where Customer requests interconnection of the Fiber at a location other than at a Global Crossing collocation facility, shall be subject to separate negotiation and agreement between the parties.

Section 5. Payment

- 5.1 Unless otherwise agreed, all charges for Fiber (including any non-recurring installation charges and either (i) first instalment of the MRC or (ii) Prepaid Lease Charge, as applicable), are payable within 30 days of the Service Commencement Date, regardless of whether or not any ‘extended demarc’ arranged by the Customer has been completed at that time or whether or not the Customer is ready to use the Fiber on that date.
- 5.2 In addition to a one-time installation charge and either (i) MRC or (ii) Prepaid Lease Charge (as set forth on an Order Form), Customer may also be responsible for miscellaneous charges including any charges for special construction requirements, expedite requests, or the like, agreed between Customer and Global Crossing.
- 5.3 Customer acknowledges and agrees that in no event shall a Prepaid Lease Charge be refundable to Customer. In the case of an annual lease of Fiber, Customer understands and acknowledges that the MRC agreed with Global Crossing is based in part on an assumption that the MRC shall be payable by Customer through the entire of the Initial Term for which Customer orders the applicable Fiber. Accordingly, Customer agrees that in the event of the abandonment by it of Fiber which is leased by Customer on an annual lease basis (and or a surrender of the underlying lease) at any time during the Initial Term of the applicable lease (other than pursuant to a termination by Customer of the Master Agreement or these terms and conditions pursuant to a right to do so because of the a breach by Global Crossing) Global Crossing shall invoice Customer, and Customer shall pay, an amount equal to the MRC multiplied by the number of months remaining in the Initial Term for which the applicable Fiber was ordered by Customer.
- 5.4 Notwithstanding any billing or other terms in the Master Agreement, all Fiber provided to Customer in Europe pursuant to these terms and conditions shall be subject to the following conditions:
- 5.4.1 Fiber on a route located solely in one European country will be deemed to be provided by, and all charges relating thereto will be invoiced to Customer by, the local Global Crossing Affiliate company in the country in which that Fiber is located;
- 5.4.2 All Fiber on a route located solely on the Global Crossing (UK) Telecommunications Ltd. legacy network in the UK will be deemed to be provided by, and all charges relating thereto will be invoiced to Customer by, Global Crossing (UK) Telecommunications Ltd.;
- 5.4.3 All Fiber on a route located solely on the Fibernet (UK) Limited legacy network in the UK will be deemed to be provided by, and all charges relating thereto will be invoiced to Customer by, Fibernet (UK) Limited;
- 5.4.4 All Fiber on a route located solely on the UK segments of Global Crossing’s Pan European Crossing (PEC) network will be deemed to be provided by, and all charges relating thereto will be invoiced to Customer by, Global Crossing Europe Limited; and

- 5.4.5 All Fiber on a route spanning more than one European country will be deemed to be provided by, and all charges relating thereto will be invoiced to Customer by, Global Crossing Ireland Limited, except that any and all charges relating to those parts of such a Fiber route (i) in Switzerland, (ii) forming part of the legacy Global Crossing (UK) Telecommunications Ltd. network in the UK and/or (iii) forming part of the PEC network in the UK will be split from the remainder and will be invoiced by (i) Global Crossing PEC Switzerland AG, (ii) Global Crossing (UK) Telecommunications Ltd. and (iii) Global Crossing Europe Limited respectively.

Section 6. Maintenance

- 6.1 Maintenance. Global Crossing shall perform or cause to be performed all operation, administration and maintenance with respect to Fiber provided to Customer. Global Crossing shall use reasonable efforts to cause the Fiber to be maintained in efficient working order, using Global Crossing's standard maintenance procedures as the same may vary from time to time, a copy of which will be provided to Customer. In the event of disruption of service due to Force Majeure or other emergency, Global Crossing shall cause service to be restored as quickly as reasonably practicable, taking such measures as are reasonably necessary for restoration. The Global Crossing Network Operations Center (NOC) provides support for Global Crossing Customers twenty-four (24) hours a day, seven (7) days a week. The NOC acts as the single point of contact for Customer to report problems, using a telephone number provided to Customer. Guidelines for reporting and management of service issues will be provided separately to Customer.

Section 7. Resale of Fiber

- 7.1 Customer shall not resell the Fiber, or any part thereof or allow other carriers to interconnect with Global Crossing's Fiber Distribution Panels. For the avoidance of doubt, nothing in this Section 7 shall restrict the Customer's right to grant to third parties the right to service capacity or similar rights deriving from the use of the Fiber in the normal course of its business provided always:
- a. that the Customer has the necessary regulatory or statutory approvals, permits or consents required to effect such resale and that such resale is in compliance with the applicable law of the jurisdiction(s) in which the Fiber is located; and
 - b. that the terms of such resale shall confer no greater rights on any third party and shall impose on such third party no less onerous obligations than those set out in these terms and conditions.

Section 8. Network Relocation

- 8.1 Global Crossing may relocate all or any portion of the Fiber provided to Customer or any of the facilities required to provide Customer with the Fiber (i) if a third party with legal authority orders or threatens to order such relocation (e.g., through eminent domain, nationalization, or expropriation), (ii) in order to comply with applicable laws, (iii) to reduce governmental fees or taxes assessed against it or Customer, or (iv) for bona fide operational reasons. Global Crossing agrees to provide customer ten (10) calendar days prior notice of a relocation, if reasonably feasible. Global Crossing has the right to direct such relocation, including the right to determine the extent of, the timing of, and methods to be used for such relocation, provided that any relocation:
- a. is constructed and tested in accordance with the specifications which apply to the Fiber;
 - b. does not result in a materially adverse change to the operations, performance, or connection points with the network of Customer; and
 - c. does not unreasonably interrupt service on the Fiber.
- 8.2 Global Crossing will use its commercially reasonable efforts to secure an agreement for reimbursement from any third party requiring a relocation. Customer agrees to reimburse Global

Crossing for Customer’s pro rata share of Global Crossing’s costs of any relocation pursuant to Section 8.1 (i), (ii) or (iii) for which Global Crossing is not reimbursed.

Section 9. Additional terms applying to Fiber situated in the United Kingdom.

- 9. The following additional terms shall apply in respect of any Fiber which is leased by Global Crossing to Customer and which is situated within the United Kingdom.
 - 9.1 Notwithstanding any provisions to the contrary in the Master Agreement, Customer agrees to pay all rates and other tax liabilities, attributable to the Fiber which may be assessed or charges by a rating authority or other governmental or taxing authority in the United Kingdom, and accepts that the Fiber forms part of the Customer’s hereditament for rating purposes.
 - 9.2 In the event that it is reasonably necessary to do so because of work on or incidents effecting a railway based route, Global Crossing shall have the right having given reasonable prior notice to Customer (i) to provide Customer Fibers on an alternate route provided that there is a minimum interruption in, and minimum degradation of, the service to Customer; and (b) to cease to provide the Fiber to Customer, provided that the Customer shall be entitled to a refund of any amounts paid in advance by Customer for the provision of the Fiber LESS an amount attributable to the periods for which the Fiber has been provided to Customer, and Global Crossing shall use its best endeavours to assist the Customer in obtaining an alternative service.
 - 9.3 The parties agree that the Customer will not have any access under these terms and conditions or otherwise to any land owned by Network Rail Infrastructure Limited or any other land in the United Kingdom which is used for railway operational purposes.
 - 9.4 Inability to obtain access to the Fiber as a result of the operation of railway rules or regulation in the United Kingdom shall constitute a “Force Majeure” event for the purposes of the Master Agreement.

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

Full Customer Name: _____

Master Agreement Reference Number: _____