



**SERVICE TERMS AND SLA FOR PRIVATE LINE SERVICE**  
*(includes Ethernet Private Line)*

**Global Crossing Private Line Service.** These are the service terms and service level agreement for Global Crossing's Private Line Service (the "Service") which apply to Private Line Services provided by Global Crossing, in addition to the terms of any Master Services 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. Service Description**

- 1.1 Private Line Service provides point-to-point connectivity over a dedicated circuit between city pairs on the Global Crossing Network. Availability of speeds and specific city pairs will be confirmed with Global Crossing at time of order. Details of circuit speeds, charges and Service locations shall be set forth on an Order Form for the Service.
- 1.2 The Service is designed to comply with ETSI and ITU-T recommendations, including specially ITU-T recommendation G.825 for error performance. The Service is available as Global Crossing POP to Global Crossing POP Service ("POP to POP") and Customer premises to Customer premises Service ("End to End"). POP to POP Service includes all of the Global Crossing network elements, excluding local access. If local access is provided by a Global Crossing-owned city ring or Metro Network at each end of the circuit to the Customer's premises the Service will also be classified as POP to POP. End to End Service includes all Global Crossing Network elements plus the provision of local access circuits ordered from Global Crossing by the Customer from the Customer premises to the Global Crossing POP over facilities that may be provided by third party suppliers.
- 1.3 The standard demarcation point ("Customer Interface") for private line circuits is either (i) in the case of POP to POP Service, the Global Crossing ODF located within a Global Crossing POP or (ii) in the case of End to End Service, the ODF located at the Customer's common Telco demarc within the Customer facility or end-user location (e.g., Telco closet or Telco room on the Customer premises). The parties will co-operate (including the provision of reasonable access to either the Global Crossing POP or the Customer premises, as applicable), to facilitate the installation of fiber, cable and fiber termination equipment at the Customer Interface.

**2. Pricing**

- 2.1 Private line circuits are provided either (i) on an Annual Lease basis for an agreed term of years, at an agreed Monthly Recurring Charge ("MRC") and a non-recurring installation charge ("NRC") or (ii) on a Pre-Paid Lease basis for an agreed term of years. In addition to the foregoing charges, the following ancillary charges (as set out in the Order Form) may apply if the underlying features are ordered by Customer:
  - Expedite Charges: Apply when expedited installation is requested by Customer and agreed by Global Crossing.
  - Break Outs / Drop and Insert: Apply when Customer requests Global Crossing to drop or demodulate a private line circuit at an intermediate point along the end to end path of that circuit. Pricing for any agreed break out/drop and insert rearrangements shall be on an individual case basis.
  - Change Order/ Re-arrangement: Apply (at each end point of a private line circuit) when Customer requests de-installation of a private line circuit prior to the expiry of the initial Service Term for a new circuit location. If acceptable to Global Crossing, charges will be set out in the order form.
- 2.2 For private line circuits provided on an Annual Lease basis only, Global Crossing may increase the charges for circuits upon thirty (30) days' written notice to Customer if (i) Global Crossing's costs in providing the applicable circuits increase due to circumstances beyond its reasonable control, or (ii) if it elects to pass through government or regulatory assessments relating to its provision of the circuits. On receipt of such a notice from Global Crossing, Customer shall have the option (exercisable by written notice within thirty days of receipt of such

notice) to terminate any circuits(s) subject to such a price increase (except in the case of increases resulting from governmental or other regulatory assessments).

- 2.3 **Termination of Orders prior to installation:** If Customer cancels its order for a private line circuit (and/or any related local access circuit) for any reason prior to the agreed Ready for Service Date (other than because of a breach by Global Crossing), Customer agrees (i) to pay Global Crossing fifty percent (50%) of any non recurring installation charge(s) for that Service (if any), and (ii) to reimburse Global Crossing for all reasonable costs incurred by Global Crossing in deploying that private line circuit, and any termination or cancellation charges levied on Global Crossing by the underlying local access provider of local access circuit orders terminated.
- 2.4 Notwithstanding anything to the contrary in the Master Agreement, all charges for US Private Line Circuits may, at Global Crossing’s option, be billed to Customer by, and payable by Customer to, Global Crossing Telecommunications Inc. For the purposes of the foregoing, “US Private Line Circuits” are (i) private line circuits provided wholly within the US (“US Domestic Private Line Circuits”) and (ii) international private line circuits (including circuits provided between points in the US and outside the US) for which charges are billed to Customer (or a Customer Affiliate) located in the US. Customer represents and warrants that at least 10% of the traffic transmitted over any US Domestic Private Line Circuit provided by Global Crossing to Customer will be interstate in nature.

**3. Service Level Agreements (SLAs)**

3.1 **Service Availability**

- (a) **Commitment:** Global Crossing guarantees circuit availability at the following levels: “POP to POP” Service – 99.99% and “End to End” Service – 99.90%.
- (b) **Definition & Measurement:** Service Availability is a measure of the relative amount of time a circuit is available for Customer use during a thirty (30) calendar day month. “Service Unavailability” is defined as any period for which the Service is unavailable, and is measured from the time (a) that the Customer reports Service Unavailability to Global Crossing, and Global Crossing opens a trouble ticket, until the time (b) that Global Crossing advises the Customer that the Service is restored and operating in accordance with agreed specifications, and Global Crossing closes the trouble ticket. Any periods of time during which a trouble ticket is kept open at Customer’s request following notification by Global Crossing that Service has been restored, is not included in measuring the duration of a period of Service Unavailability.
- (c) **Credit:** In the event of Service Unavailability, Global Crossing will credit the Customer in accordance with the table below:

POP to POP Service			End to End Service		
Availability	Total minutes of Service Unavailability in the month	Credit	Availability	Total minutes of Service Unavailability in the month	Credit
100% to 99.99%	0-4.32 Minutes	0% of MRC	100% to 99.90%	0-44 Minutes	0% of MRC
99.99% to 99.44%	4.33-240 Minutes	10% of MRC	99.90% to 99.44%	45-240 Minutes	10% of MRC
99.44% to 98.89%	241-480 Minutes	20% of MRC	99.44% to 98.89%	241-480 Minutes	20% of MRC
98.89% to 0.0%	481 Minutes or More	30% of MRC	98.89% to 0.0%	481 Minutes or More	30% of MRC

For private line circuits provided on a Pre-Paid Lease basis, the credit applying in the case of Service Unavailability will be calculated based on an implied monthly service charge (“Implied MSC”) calculated as follows:

$$\text{Implied MSC} = \frac{\text{Total Pre-Paid Lease Fee Attributable to the circuit}}{\text{Number of months in the initial Service Term for which that circuit was ordered}}$$

3.2 Installation

(a) **Commitment:** Global Crossing commits to provision POP to POP and End to End circuits on the mutually agreed RFS date(s). Installations will be scheduled by mutual agreement. Installations 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 due to Customer requests or Customer delay will be billed for additional two-hour block of time set out in the Order Form. Global Crossing installs 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 periods outside those times, may incur additional charges as indicated on the Order Form. A Faulty Vendor Dispatch charge (as detailed in the Order Form) will apply where scheduled installation is cancelled by Customer on less than thirty six hours notice to Global Crossing or where installation cannot be completed at agreed time as a result of an act or omission by the customer, including:

- Site Not Ready: e.g. the Customer site does not have proper power, LAN equipment or equipment racks available,
- Faulty Design: Incorrect equipment, cables or software components specified by Customer result in failure of installation, and
- No Access: The technician is not able to gain access to the room/premises at which circuits are to be installed.

(b) **Definition & Measurement:** RFS date(s) 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 private line 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’s 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
8-14	15% of Installation Charge
15-30	25% of Installation Charge
Greater than 30	50% of Installation Charge

3.3 General terms applying to SLAs

- (a) SLA credits are not applied to usage charges or any third party charges passed through to the Customer, including charges for any local access circuits provided to Customer by Global Crossing.
- (b) SLA credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges.
- (c) If an incident affects the performance of the Service and results in a period of Service Unavailability entitling Customer to one or more credits under different SLA parameters, only the single highest credit applying in respect of that incident will be applied.
- (d) In no event will SLA credits in any calendar month exceed 100% of the total MRC(s) payable by Customer for the Service in that month, or, in the case of private line circuits provided on a Pre-Paid Lease basis, the Implied MSC for a given month.
- (e) As a condition of entitlement to SLA credits, Customer shall cooperate with Global Crossing in addressing any reported Service problems.
- (f) SLA credits are applied only upon Customer’s written request, which must be submitted within fifteen (15) business days of the end of the month in which entitlement to an SLA credit arose.
- (g) For private lines circuits provided on an Annual Lease basis, all agreed SLA credits claimed by Customer for a given month will be totaled and applied to Customer’s next following invoice for the Service, or as

- promptly thereafter as is practical in the event of a dispute. For private line circuits provided on a Pre-Paid Lease basis, all agreed SLA credits claimed by customer (i) shall be issued after receipt of Customer's written request for credit, (ii) may be applied by Customer only against charges for new private line circuits ordered by Customer from Global Crossing, or against charges for private line circuits whose initial Service term is extended by Customer and (iii) shall accrue on a monthly basis and must be used within twenty-four (24) months of issuance.
- (h) The SLAs provided for in these terms apply only in respect of private line circuits that are provisioned on Global Crossing's Network and, in the case of End-to-End Service, to local access circuits provided by Global Crossing (via third party providers).
  - (i) SLA credits provided for in these terms are Customer's exclusive remedy with respect to items covered in these terms and conditions.

#### 3.4 Exclusions

No SLA credit shall apply to the failure of a private line circuit to comply with these SLA terms, or to any period of Service Unavailability, caused, in whole or part, by any of the following:

- (a) a failure of Customer's premises equipment or equipment of a Customer's vendor;
- (b) a failure in local access facilities connecting the Customer to Global Crossing's network which are not provided by Global Crossing;
- (c) force majeure events as defined under the Master Agreement;
- (d) any act or omission of Customer or any third party (including but not limited to, Customer's agents, contractors or vendors), including, but not limited to (i) failing to provide Global Crossing adequate access to facilities for testing, (ii) failing to provide access to Customer premises as reasonably required by Global Crossing (or its agents) to enable Global Crossing to comply with its obligations regarding the Service, (iii) failing to take any remedial action in relation to a Service as recommended by Global Crossing, or otherwise preventing Global Crossing from doing so, or (iv) any act or omission which causes Global Crossing to be unable to meet any of these SLA terms;
- (e) customer's negligence or willful misconduct, which may include Customer's failure to follow agreed-upon procedures;
- (f) any scheduled maintenance periods when Customer has been informed of such maintenance, and any emergency maintenance;
- (g) disconnection or suspension of the Service by Global Crossing pursuant to a right to do so under the Master Agreement or these terms and conditions, or
- (h) outages and/or service interruptions attributable to (i) long-haul domestic local access circuits in the US between a Global Crossing POP and a Customer premises which is in a different Local Access Transport Area (LATA), (ii) long-haul international local access circuits between a Global Crossing POP and a Customer premises in a different country and/or (iii) long-haul connectivity for STM1 and above between (a) Global Crossing' cable landing station in Costa Rica and (b) Global Crossing's POP in San Jose, Costa Rica and /or Customer's premises in Costa Rica.