



## SPECIFIC TERMS FOR GLOBAL CROSSING CONSULTANCY AND PROFESSIONAL SERVICES

Global Crossing Consultancy and Professional Services: These are the service terms and conditions for Global Crossing Consultancy and Professional Services, which apply to the provision of the Service by Global Crossing 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 and Global Crossing. 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 Global Crossing consultancy and professional services (the "Services") may consist of the provision of consulting and advisory services in relation to a specific Customer project and/or the provision of advice on Customer's potential need for professional services following an assessment of Customer's business and requirements. For each period of time or project for which Customer engages Global Crossing to provide the Services (each an "Engagement"), the parties shall execute a Service schedule setting out details of (and charges for) the specific Service requirements (each a "Schedule"). A Schedule may take the form of a statement of work, a purchase order or a project initiation document. In the event of a conflict between or among the terms of documents relating to an Engagement, the following will be the order of priority: First these terms and conditions; Second, the Master Agreement and Third, the applicable Schedule.
- 1.2 For each Engagement, the parties will agree a target date on which that Engagement is intended to be completed (a "Completion Date"). The parties expressly agree that Completion Dates are target dates only and neither party shall have any liability to the other for failure to complete Engagements by such Completion Dates. On completion of each Engagement, Global Crossing shall issue a Professional Services Assignment Completion form. Unless Customer, within five business days of receipt of such form, reports deficiencies in the deliverables (as measured against the applicable Schedule), Customer will be deemed to have accepted all deliverables and the Engagement shall be deemed completed. Any such report must be made to the Global Crossing Professional Services Project Management Office by email or telephone using the contact details set out in the applicable Schedule. If deficiencies are reported by Customer within the foregoing five day period, the parties shall engage in good faith discussions with a view to eliminating such deficiencies.

### **2. Customer Responsibilities**

- 2.1 Customer acknowledges that the full value of the Services is dependent upon its full and timely co-operation with Global Crossing as well as the accuracy and completeness of information and data which the Customer provides to Global Crossing and other factors within Customer's sole control. Accordingly, Customer agrees:
- to provide (at Customer's expense) the facilities, materials, data, drawings, specifications, reports, information, documentation software programs, software tools and resources as Global Crossing may reasonable require to complete each Engagement;
  - to provide Global Crossing with comprehensive and accurate information relating to Customer's requirements and business plans, particularly where the Engagement is expected to result in advice or suggestions by Global Crossing as to suitable hardware or software that might be used by Customer in connection with those requirements;
  - to ensure that its employees cooperate with Global Crossing in its provision of the Services;
  - to ensure that all necessary consents, permissions and licenses as may be required for Global Crossing to use and/or modify any software owned by or licensed to the Customer as part of the Engagement, have been obtained;
  - to be solely responsible for backing-up all Customer data and software before commencement of the Services and during the course of each Engagement; Global Crossing shall not be responsible for any loss of Customer data or software during an Engagement;
  - to provide a safe working environment for Global Crossing employees and subcontractors providing the Services at Customer premises;
  - to appoint a representative who shall provide liaison with Global Crossing and who shall be available at all times when the Services are being provided by Global Crossing; and

- to notify Global Crossing (at the time of completing the applicable Schedule) as to any government accreditation and/or security clearances that may be required in order for Global Crossing employees or subcontractors to attend at particular Customer premises.

### 3. Global Crossing Responsibilities

- 3.1 Global Crossing shall ensure that the Global Crossing employees and/or subcontractors engaged in the provision of the Services (“GC Personnel”) are suitably experienced and have the necessary expertise to complete each Engagement. Global Crossing will provide named resources for the duration of each Engagement insofar that is it reasonable and practical to do so, but shall have discretion to replace these resources with resources of a similar experience and suitability. Global Crossing will, at Customer request, replace GC Personnel in the event that GC Personnel engage in misconduct or do not, in the Customer’s reasonable opinion, demonstrate the level of competence required to provide the Services specified in the applicable Schedule;

### 4. Charges and Payment

- 4.1 Customer agrees to pay the agreed charges for each Engagement, as set out in a Schedule (the “Charges”). All Charges listed in a Schedule are exclusive of value added tax and other taxes, which shall be payable in addition to the Charges as provided for in the Master Agreement. Unless a Schedule provides for payment to be made in installments or on completion of specified milestones during an Engagement, all Charges in respect of an Engagement shall be invoiced by Global Crossing on completion of that Engagement and shall be payable in accordance with the applicable terms of the Master Agreement
- 4.2 In addition to its right to payment for Charges, Global Crossing shall be entitled to charge Customer all reasonable out-of-pocket travel & living expenses incurred by GC Personnel in the provision of the Services. Out-of-pocket travel and living expenses include, but are not limited to, travel, airfare, transportation, lodging, parking, and meal expenses. Reimbursable expenses shall be in accordance with the current Global Crossing Travel Expense policy, a copy of which can be provided to Customer on request. Travel and related living expenses may include an administrative handling charge, which shall not exceed twenty five percent (25%) of such billed expenses.
- 4.3 In addition to the foregoing charges, Global Crossing shall be entitled, subject to obtaining prior written agreement from Customer, to charge Customer for all reasonable incidental expenses for materials used and third party goods and services supplied in connection with the provision of the Services.
- 4.4 Services are provided during normal business hours, that is, between 08:30 and 17:30 local time Monday to Fridays, excluding local bank and other public holidays. Services carried out, at Customer’s request, at periods outside of those times will incur additional charges as follows. A working day shall comprise 7.5 hours. Overtime rates will apply to Services provided in excess of 7.5 hours per working day and at times outside the hours mentioned above, at the following rates:
- Services carried out on working days in excess of 7.5 hours; 1.5 times standard hourly rate applies.
  - Services carried out on Saturdays; 1.5 times standard hourly rate applies.
  - Services carried out on Sundays and on bank / public holidays; 2 times standard hourly rate applies.
- 4.5 Cancellation Charges: Cancellation charges shall be payable where scheduled Services are cancelled by Customer with less than five business days notice to Global Crossing or where Services cannot be provided at the agreed time as a result of an act or omission by the Customer, including GC Personnel not being able to access the applicable Customer premises or meet with scheduled Customer employees. Cancellation Charges are calculated as follows:
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| Services cancelled with less than two business days notice and/or facilities / customer personnel not available on scheduled day. | 100% of agreed Charges for the applicable Services to be provided on that day. |
| Services cancelled with more than two, but less than five, business days notice.  | 75% of agreed Charges for the applicable Services to be provided on that day.  |
| Services cancelled with more than five business days notice.  | 50% of agreed Charges for the applicable Services to be provided on that day   |
- 4.6 Early termination Charges: On termination of an Engagement before the Completion Date, either (a) by Customer other than pursuant to either its right to do so under these terms (or the Master Agreement) because of Global Crossing’s breach or (b) by Global Crossing because of Customer’s breach, Customer agrees to pay (i) one

hundred percent (100%) of the Charges remaining for the terminated Engagement, and agrees that the termination fees provided for in this Section are based on an agreed revenue expectation and are not a penalty.

## **5. Ownership**

- 5.1 Nothing in these terms will create or vest in Customer any right, title or interest in any Global Crossing services or their configurations. The entire right, title and interest in and to Global Crossing's services, their configurations, network setup, (including, without limitation, documentation, logs, notes, results records, analyses and evaluations generated by Customer) and all ideas, designs, concepts, techniques, processes, discoveries or improvements related to Global Crossing's services, and any copyright, trademark, trade secret or other intellectual property rights associated with Global Crossing's services shall reside exclusively with Global Crossing. No license or any rights under any patent, registered design, copyright, design right or any intellectual property or similar right belonging to Global Crossing is implied or granted to Customer under this Agreement. Global Crossing shall own all intellectual property rights, title and interest in any ideas, concepts, know how, inventions, documentation or techniques developed hereunder by Global Crossing. Global Crossing undertakes to grant the Customer upon request on such terms as may be agreed such licences as are necessary to enable the Customer to make use of the same solely for the Customer's own internal purposes. All documentation, educational material and all other written information in any form, including electronic, provided by Global Crossing during delivery of Services hereunder is protected by Global Crossing copyright. All such materials are provided for the sole use of the Customer and may not be copied or reproduced in any form without Global Crossing's prior written consent.

## **6. Warranties and Limitations of Liability**

- 6.1 The Customer shall have sole responsibility for accomplishing any objectives for which the Customer purchases the Services. Because no services can replace sound business judgment, Global Crossing shall not be responsible for any business decisions made, or actions taken by the Customer based on any part of the Services provided under these terms. Global Crossing warrants that it will (i) at all times provide the Services in compliance with all laws and regulations applicable thereto, and (ii) perform the Services in a professional manner in accordance with generally recognized commercial practices and standards. Global Crossing makes no other warranty or guarantee, express or implied, under these terms or otherwise, and expressly disclaims all other warranties or conditions, express or implied, including, but not limited to any implied warranties or conditions of merchantability, satisfactory quality, and/or fitness for a particular purpose.

## **7. Miscellaneous**

- 7.1 Customer may request changes in the Services and Global Crossing undertakes to use all reasonable efforts to accommodate any such request(s) subject to agreement on price and applicable timescale. Change(s) will become effective once documented in writing and signed by an authorized representative of each party. If Global Crossing does not agree to changes requested by the Customer, and the Customer does not wish to proceed with the Services unchanged, Global Crossing will have the right to cancel its provision of Services under the applicable Engagement and Customer will pay all Charges incurred in respect of that Engagement up to the date of such termination.