



### **SERVICE TERMS FOR THE PROVISION OF LOCAL ACCESS CIRCUITS BY GLOBAL CROSSING**

These are the service terms relating to the provision of local access circuits by Global Crossing, which apply 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 Customer. Initial capitalized terms not defined in these terms and conditions have the meanings given to them in the Master Agreement.

1. If Customer orders local access circuits from Global Crossing in connection with a Service, details of locations, type of access, service speeds, pricing etc. associated with such access circuits shall be listed on the Access Sections of the applicable Order Form.
2. Customer understands and acknowledges that local access circuits and circuit speeds are offered by Global Crossing on an "as available" basis and, where not supplied by Global Crossing directly via a city ring or Metro Network, are dependent upon the supply of access services from third party vendors. Generally, Global Crossing's obligations in relation to the provision and installation of local access circuits shall extend only to the installation and provision of such circuits at the Minimum Point of Entry ("MPOE") which serves Customer's premises (i.e. the common Telco demarcation within Customer's facility or end-user location such as a Telco closet or Telco room) and not necessarily at the specific location specified by Customer on the Order Form for such local access circuits. Notwithstanding the foregoing, If requested by Customer, Global Crossing will arrange for the installation of 'extended demarcs' / inside wiring between the MPOE and Customer's LAN, at Customer's premises or those of Customer's client(s) where Global Crossing has agreed to install local access circuits. In such circumstances, Customer acknowledges and agrees:
  - (i) that agreement to arrange and/or install extended demarcs shall be on a case by case basis,
  - (ii) that any such installation will be carried out by third party contractors,
  - (iii) that Global Crossing arranges for the installation of extended demarcs only at locations at which Customer has ordered local access circuits from Global Crossing,
  - (iv) that Customer will reimburse Global Crossing for all related charges levied on Global Crossing by such third party contractors (including any subsequent break / fix charges), and
  - (v) that Global Crossing's agreement to install any such 'extended demarcs' is conditional upon Customer (and/or its customer, as applicable) arranging (a) physical access for such third party contractors, on a timely basis, to any of the rights of way, conduits and/or equipment space necessary for such installations and (b) any consents or approvals required from applicable building owners and/or lessors necessary for such installations.

Where Global Crossing agrees to arrange the installation of extended demarcs', Global Crossing will also undertake responsibility for the repair of such extended demarcs following the report of faults by Customer. Pricing and details of any extended demarcs to be provided by Global Crossing (if any) will be set out in the Order Form(s) for the underlying Global Crossing Service. Pricing for extended demarcs set out in an Order Form will apply unless Global Crossing reverts to Customer with revised pricing following a site survey at the applicable premises and the parties agree to revised pricing prior to installation. Customer acknowledges that Global Crossing's agreement to provide DSL local access circuits (if requested), is expressly conditional upon final confirmation and acceptance of Customer's order for such circuits after Customer submits its order to Global Crossing, at which time Global Crossing shall confirm (i) availability of such circuits and (ii) the monthly recurring charge(s) payable in respect of such circuit(s) should Customer decide to proceed with its order. Notwithstanding anything else to the contrary in the Master Agreement or in an Order Form, all local access circuits ordered by Customer in connection with Global Crossing Services shall be deemed ordered by you for the same initial Service Term as the underlying Global Crossing Service in connection with which they

are ordered. In addition, all local access circuits provided to Customer shall renew at the same time as the underlying Global Crossing service with which they are ordered in accordance with the renewal terms of the Master Agreement.

3. In addition to Customer's general responsibility to afford physical access to Global Crossing or its third party vendor, Customer is responsible for:
  - 3.1 arranging physical access for Global Crossing or its third party vendor, on a timely basis (i) to any of the rights of way, conduit and/or equipment space necessary to provide Service to the location specified by Customer for the Customer Interface (the "Circuit Location Address") and (ii) to cable installed in Customer's conduits at any splice or junction box, to support installation, repair, maintenance, inspection, replacement or removal of any and all facilities and/or equipment for the Service provided by Global Crossing or its third party vendor;
  - 3.2 providing, on a timely basis and without charge or cost to Global Crossing, the necessary space, conduit and electrical power required to terminate and maintain the facilities and Network terminating Equipment used to provide Service to a Circuit Location Address; and
  - 3.3 ensuring that the equipment space and associated facilities, conduit and rights of way which Customer provides are a safe place to work and are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with all applicable laws, rules and regulations and with all applicable leases or other contractual agreements.
4. Pricing. In addition to the one-time installation charge and Monthly Recurring Charge, as set forth on an Order Form for local access circuits, Customer may also be responsible for miscellaneous charges including any charges for special construction requirements, expedite requests, or the like which are agreed between the parties at the time of ordering local access circuit(s). If Global Crossing's third party local access circuit provider is unable to complete installation at Customer's premises at the time arranged and agreed with Customer for any reason within Customer's control, including Customer's failure to provide access to its premises at the pre-arranged time, Customer will be charged a faulty vendor dispatch charge as set out in the Order Form for the applicable Service.
5. POP Interconnection. If Customer chooses to have Global Crossing provision a Service between its POPs and Customer arranges its own local access circuits, a Monthly recurring Charge in consideration of the cross-connection between the access vendor's circuit and the Customer Interface (a "POP Interconnection Fee"), may be payable, as set out on the applicable Order Form. In such circumstances, Global Crossing will be responsible for maintaining the cross-connect from the access vendor's equipment to the Customer Interface. Global Crossing reserve the right to require the execution of an interconnect access agreement or similar agreement as a condition of facilitating interconnect access.
6. Billing. The Service Commencement Date for a local access circuit provided by Global Crossing shall be the date upon which the installation of that circuit has been completed at the Circuit Location Address for that circuit and the underlying Global Crossing Service is also available for Customer's use at that location, regardless of whether or not (i) any 'extended demarc' arranged by Customer has been completed at that time or (ii) Customer commences using the local access circuit on that date. Before the original RFS Date for a local access circuit, Customer may, upon prompt written notice to Global Crossing, postpone the scheduled implementation date for that location, provided that if Customer postpones any scheduled implementation date for more than fifteen (15) days beyond the original RFS Date, then, the sixteenth (16<sup>th</sup>) day following the original RFS Date shall be deemed the Service Commencement Date for that local access circuit.
7. Early termination. On termination of a local access circuit provided by Global Crossing to Customer before the end of the Service Term for which it was ordered either (i) by Customer other than pursuant to its right to do so under the terms of the Master Agreement because of Global Crossing's breach or under an SLA or (ii) by Global Crossing because of Customer's breach, Customer agrees to

pay (a) 100% of the Monthly Recurring Charges for that local access circuit payable for the remainder of the Service Term for which that local access circuit was ordered by Customer, and (b) a pro rata portion of any non recurring installation charge(s) for that local access circuit previously waived by Global Crossing (if any).

- 8. Performance. Performance of local access circuits is governed by the SLA applying to the underlying Global Crossing service.

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

Full Customer Name: \_\_\_\_\_

Master Agreement Reference Number: \_\_\_\_\_