Global Crossing®

SERVICE TERMS AND SLA FOR REMOTE VPN ACCESS SERVICE

Global Crossing Remote VPN Access Service. These are the service terms and service level agreement for Global Crossing's Remote VPN Access Service (The "Service") which apply to remote VPN access services provided by Global Crossing, in addition to the terms of any Master Services Agreement, Retail Customer Agreement, Carrier Services 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   Description of Service

1.1 **Service Description:** The Service allows the Customer, through the configuration and deployment of software clients, to set up a network connection and establish a secure tunnel across the Internet between their remote location and their company's network.

1.2 The Service requires at least one connection via a compatible Global Crossing data transport service to allow secure access into the Customer's Intranet. Unless otherwise agreed, Customer is responsible for providing and managing its own authentication server (Radius server). In order to ensure connectivity to Customer's network, Customer must ensure that IPSec Forwarding is enabled on any of Customer's premises equipment and/or other intermediate devices between the remote location and the Global Crossing VPN Gateway

1.3 **Charges** for the Service consist of (i) a one-time non-recurring installation charge ("NRC") and (ii) a monthly recurring port rental charge ("MRC") for each logical port assigned to support termination of Remote Access Service ("RAS") sessions. The MRC is calculated by reference to the number of Mbps of bandwidth to be reserved at the Global Crossing RAS gateway. The maximum permitted number of concurrent users is 1000 per 45 Mbps port.

1.4 The Service uses standards based encryption for the maximum in security protection to create the secure tunnels between remote users and the enterprise's private network. Customer acknowledges that certain encryption technologies made available by Global Crossing to Customer as part of the Service may be subject to US government export conditions and/or restrictions and represents and agrees that it will at all times comply with the terms of such restrictions, including but not limited to the conditions and/or restrictions on the export of such technology mandated by the United States Bureau of Industry and Security and the United States Treasure (the "Export Conditions and Restrictions") and shall ensure that its employees, agents and third party users shall comply at all times with such Export Conditions and Restrictions. To ensure compliance with the Export Conditions and Restrictions Customer undertakes and agrees to notify Global Crossing via the method below of ALL proposed export activity relating to encryption technologies made available by Global Crossing to Customer as part of the Service to any countries other than the United States of America: Email ras-client@gblx.net with 'RAS client distribution for "*CUSTOMERNAME*"' in the subject line, and provide the following information: (i) Customer Account Number (ii) Customer name and address (iii) export destination country & address, (iv) number of units exported and, (v) total number of units at export location.

1.5 By default, Global Crossing disables split-tunneling in connection with this Service. If requested by Customer, and subject to the remainder of this provision, Global Crossing will enable split-tunneling. Customer acknowledges (i) that enabling split-tunneling carries inherent security risks, (ii) that Customer alone is responsible for the security of its own networks, equipment, hardware, software and software applications and (iii) that Global Crossing assumes no responsibility or liability for failures or breaches of Customer's own protective measures nor for abuse and/or unauthorized access to Customer's corporate network resulting from Global Crossing enabling split-tunneling at Customer's request.

2   Service Level Agreements (SLAs)

2.1 **Service Availability**

(a) **Commitment:** Global Crossing commits to 99.9% Service Availability globally in each calendar month. Service availability is calculated on an aggregate basis on a per customer basis.

(b) **Definition & Measurement:** Service Availability is defined as the ability of the Customer at each of its sites in the Customer's virtual private network ("VPN") configuration, to exchange packets with one or more other sites within the customers VPN configuration via the Global Crossing IP VPN RAS port(s). Service Unavailability is defined as periods during 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 Service Unavailability.

(c) **Credits:** For each two hour period (or part threreof) of Service Unavailability in excess of the parameter above, Global Crossing will credit the Customer 3.33% (three point thirty three percent, i.e. the equivalent of one day) of the MRC for each affected Customer RAS port.

2.2 **Mean Time to Restore**

(a) **Commitment:** Global Crossing commits to an aggregate average mean time to restore ("MTTR") not to exceed four (4) hours in any billing month.

(b) **Measurement:** The aggregate average monthly MTTR is calculated by dividing the total number of minutes of Service Unavailability in a month by the total number of trouble tickets opened for the Customer in that month.

(c) **Credit:** In the event that the aggregate average MTTR for a given month exceeds four (4) hours, Global Crossing will issue a credit equal to ten percent (10%) of the total MRCs for the Customer in that month for the affected RAS port(s) identified in the trouble ticket(s).

2.3 **General Terms and exclusions applying to SLA credits**

All credits provided for in this SLA are subject to the general terms and exclusions applying to SLA credits in the SLA for the associated Global Crossing data transport service.