



## **SPECIFIC SERVICE TERMS AND CONDITIONS FOR LOCAL BUSINESS LINE SERVICE**

**Global Crossing Retail Voice Business Line Service.** These are the specific service terms for Global Crossing's Retail Voice Business Line Service (the "Service") which apply to the Service in addition to the terms of any Retail Customer Agreement, Master Services 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. General**

- 1.1 Local Business Line Service is an outbound (that is, originating) voice calling service. The Service supports calls originating from the Customer's business location and terminating to the exchanges identified in their local calling area (as defined in their local exchange company general exchange tariff). The Service provides call termination for both wireline and cellular terminations. Termination of calls not handled directly by Global Crossing is handled by third party contractors to Global Crossing.
- 1.2 There is no supply by Global Crossing of equipment in connection with the Service. Customers are responsible for obtaining their own vendor to do inside wire extensions, programming of equipment, etc.
- 1.3 The Service is available in the 32 states of the US, plus the District of Columbia.
- 1.4 Incremental orders for the Service shall not be accepted by Global Crossing without a minimum of five lines per order.
- 1.5 Customer must give Global Crossing advanced written notice of termination of the Service and must provide the "C" order number(s) associated with the RBOC order to remove the customers ANI's from Global Crossings billing account number. Termination of the Service is without prejudice to Customer's Minimum Usage Guarantee ("MUG") commitments for other services provided by Global Crossing.

### **2. Service Features**

- 2.1 The following Service features are available:
  - Local call terminations are available for calls originating at the customer location from ANI's converted to the Service.
  - Directory assistance / Directory inquiries is available for calls originating from the ANI's converted to the Service.

### **3. Service Restrictions**

- 3.1 The Service is available only as an add-on to other retail voice services provided by Global Crossing. The Service is not available on a standalone basis. It is a condition of this Service that the Customer has agreed to a monthly usage guarantee ("MUG") for Global Crossing services equal to or exceeding \$2,500 per month.
- 3.2 The Service is a retail only service and resale of the Service in any form is strictly prohibited. The Service may not be used for or in connection with auto dialer applications, predictive dialers, calls to premium rate online services, or broadband fax transmissions.

3.3 In addition to the restrictions in Section 3.2 above, the following activities are prohibited:

- (a) Use of the service in connection with a PBX or PBX like equipment; and / or
- (b) Use of the service to connect to the Internet by making an outbound call to a number provided for that purpose by a dial-up Internet Service Provider.

3.4 Customer understands and acknowledges that Sections 3.2 and 3.3 above shall be considered material terms of Customer's agreement with Global Crossing, and that failure to comply shall entitle Global Crossing to terminate the provision of the Service to Customer forthwith upon notice. Notwithstanding this right, should Customer use the Service for or in connection with the above prohibited activities, then Global Crossing shall have the right (in lieu of terminating the provision of the Service) to immediately on notice increase the rates and/or charges payable by Customer for the Service, and Customer shall be liable to Global Crossing for any additional costs incurred by Global Crossing in the provision of the Service up to and including the effective date of such rate increases or termination.

#### **4. Term, Charges and Billing.**

- 4.1 Rates and charges for the Service ("Rates") will be set out either (i) in a rate schedule forming part of Customer's Order Form for the Service or (ii) in a pricing schedule forming part of Customer's Master Agreement (in either case, the "Rate Sheet").
- 4.2 The Service or a portion thereof, may be regulated by the Federal Communications Commission (FCC) or State Public Service Commissions (State PSC) and will be provided in accordance with the applicable rates and terms and conditions set out in any existing state tariffs as the same may be revised from time to time by Global Crossing (the "Tariff"). If the provision of the Service is subject to a Tariff, then, in the event of conflict between the applicable Tariff and these terms and conditions, the order of precedence for application of terms and conditions shall be first the Tariff and then these terms and conditions. In any such conflict materially affects the provision of the Service to Customer or the pricing for the Service, Customer may elect (upon written notice to Global Crossing) to terminate the Services affected at such time as such conflict occurs. If, prior to the expiration of the initial Service Term for which Customer ordered the Service (or any renewal term), Global Crossing voluntarily or involuntarily, as a result of government or judicial action or otherwise, cancels in whole or in part any Tariff on file, where one or more of the affected provisions prior to such cancellation applied to the Service, then effective on such cancellation and for the remainder of the then current Service Term, the ongoing provision of the Service to Customer shall be governed by, in order of precedence from (i) through (iv):
- (a) The Tariff provisions that remain in effect ("Effective Tariffs"), as amended them from time to time;
  - (b) Specific provisions contained in these terms and conditions that expressly apply in lieu of, or in addition to, provisions contained in Effective Tariffs;
  - (c) Schedules or specific provisions relating to Customer orders that apply in addition to, but not in contravention of these terms and conditions; and
  - (d) A specific term in any Tariff as of the time it is withdrawn to the extent that there is no other explicit governing term in these terms and conditions.
- 4.3 In addition to the rates and charges set out in the Rate Sheet, the non-recurring charges ("NRCs") and/or monthly recurring charges ("MRCs") described in this Section shall apply to Customer's use of the Service ("Ancillary Charges"). All Ancillary Charge amounts are set out in the Rate Sheet. For the avoidance of doubt, Rates and Ancillary Charges are collectively referred to in these terms and conditions as the "Charges" for the Service

Description	MRC	NRC
Voice Service ISDN PRI Signaling per D Channel	Yes	Yes

Voice Order Change Charge	No	Yes
Global Crossing Expedite fee (separate from LEC) per circuit end	No	Yes

- 4.4 The following reports are available for the Service; etraffic, Standard ESP (Executive Summary Profile) reports and customized ESP reports. All reports will be presented in English and US Dollars. All reports incur NRCs and MRCs, as set out in the Rate Sheet.

Description	MRC	NRC
etraffic Monthly report	Yes	Yes
etraffic weekly report	Yes	Yes
etraffic daily report	Yes	Yes
Standard ESP report	Yes	No
Customized ESP report	Yes	No
Inbound Weekly report	Yes	No

- 4.5 All charges are stated in US Dollars. All invoices will be rendered in, and are payable in, US Dollars. Customer shall select between a single consolidated invoice, or invoices classed by location in either case Customer shall be a guarantor of payment for all invoices.
- 4.6 All usage and MRCs (under current MRC eligibility rules) shall be counted towards satisfaction of the MUG. If Customer's gross purchases for any given month should be less than the stated MUG amount, the Customer will be charged the difference as a "make-up to minimum fee" to satisfy the MUG commitment.
- 4.7 Usage is billed at current tariffed rates, as set out on the Rate Sheet. All calls are subject to call rounding and will be billed to the nearest penny.
- 4.8 If Customer is also a customer of a designated Competitive Local Exchange Carrier (CLEC), affiliated with Global Crossing, Customer will receive a monthly co-payment of US\$7.00 per line for each line presubscribed to Global Crossing for interLATA long distance service. Additionally, the Customer's intraLATA toll service for each eligible line must be presubscribed to Global Crossing. Co-payments will be made directly to the affiliated CLEC on the Customer's behalf and will be applied as a credit against the Customer's local line charges on their monthly bill. The Customer will be entitled to receive the co-payment for each month in which the eligible line remains presubscribed to Global Crossing. If the Customer switches either its local or long distance service on a participating line to another local or long distance service provider, the line's co-payment eligibility will be terminated for the entire billing month in which such service is switched.
- 4.9 Traffic Profile: As a condition of using the Service, Customer is required to provide Global Crossing with a voice traffic profile and forecast of its usage of the Service (collectively the "Customer Profile"). The Rates payable by Customer for the Service will be based upon (a) the Customer Profile provided or, in default of Customer providing a Customer Profile, upon (b) a standard profile of the distribution of traffic for Global Crossing's retail voice customers ("Standard Profile"). If Global ascertains at any time upon review of Customer's traffic usage patterns, that the costs incurred by Global Crossing in connection with Customer's use of the Service are higher than average costs based upon the Customer Profile or Standard Profile (as applicable), then Global Crossing shall have the right upon three calendar days' written notice, to increase the Rates for the Service, which revised Rates shall take effect at the expiry of the three day notice period.
- 4.10 Customer understands that the Rates and Ancillary Charges applying to the Service are reflective of the charges levied on Global Crossing by third party providers ("Third Party Charges") who terminate calls to numbers on networks owned and/or operated by those and other third party providers, and that

those Third Party Charges may be subject to change during the term for which the Service is to be provided by Global Crossing to Customer. Accordingly, Global Crossing reserves the right, upon three calendar days' written notice, to increase the Rates applying for calls made to specific call destination regions and/or to change Ancillary Charges based on changes to Third Party Charges, which revised Rates and/or Ancillary Charges shall take effect at the expiry of the three day notice period.

4.11 Notwithstanding anything to the contrary in the Master Agreement, notices under Sections 3.9 and/or 3.10 above (in either case a "Rate Change Notice") may take the form of an insert message transmitted with Customer's invoice. On receipt of a Rate Change Notice, Customer may elect to terminate the Service without obligation other than to pay (i) all Charges already incurred in respect of the Service up to the effective date of such termination and (ii) any third party early termination charges incurred by Global Crossing in terminating any local access circuits provided to the Customer as part of the Service which are terminated under this Section.