



SPECIFIC SERVICE TERMS AND CONDITIONS FOR RETAIL VOICE INTERNATIONAL TOLL FREE/FREEPHONE IFN AND UIFN SERVICES

Global Crossing Retail Voice International Toll Free/ Freephone IFN and UIFN Service. These are the specific service terms for Global Crossing's Retail Voice International Toll Free/ Freephone IFN and UIFN Service (the "Service") which apply to Global Crossing Retail Voice International Toll Free/ Freephone IFN and UIFN Service provided by Global Crossing 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 Retail Voice International Toll Free/Freephone IFN and UIFN Service is an inbound (that is terminating) voice calling service.
- 1.2 IFN Toll Free/ Freephone calls may originate from international countries where Global Crossing offers IFN numbers. The availability is subject to change and the specific countries are identified on the Order Form. Depending upon the country, callers are generally able to place calls from most phones. Some countries have limited access and might not allow callers to place Toll Free/Freephone calls from certain types of phones including but not limited to: payphones, coin phones, mobile phones, hotel/motel phones. Updated information on the current restrictions of the different countries is available to the Global Crossing representative and shall be communicated to the Customer.
- 1.3 Switched IFN and UIFN Toll Free/Freephone termination is generally available for termination to PSTN numbers in the US and Canada that can be accessed by the Global Crossing network, either directly or via third party subcontractors. Dedicated IFN and UIFN Toll Free/Freephone calls are terminated to the Customer's designated location within the continental US and Hawaii, via the Global Crossing network and publicly shared facilities. If Customer redirects switched or dedicated IFN and/or UIFN Toll Free / Freephone numbers to an international destination which is (i) outside the US and Canada (switched) or (ii) outside the continental US and Hawaii, then the outbound portion of all such calls will incur charges at the rate(s) identified for international termination as set out in the Rate Sheet (defined below).
- 1.4 The Service is accessed by Customer at a designated Global Crossing Point of Presence ("POP"). The designated POP is the Customer Interface. The POP or POPs at which Customer will access the Global Crossing Network shall be identified on the Order Form.
- 1.5 Terminating access to Customer's premise from the designated Global Crossing POP is accomplished via dedicated circuits with a minimum speed of T-1. The following bandwidth options are available: T1 or T3 circuits integrating data and long distance and local voice services, and T-1 or T-3 circuits channelizing long distance and local voice services. Information on specific International Toll Free/Freephone features will appear on the Order Form at the time of ordering the Service. In the event Customer requests supply by Global Crossing of local access circuits, and Global Crossing confirms that it can provide such circuits, Customer may order such local access circuits as part of its order for the Service. The provision of such local access circuits is subject to the applicable provisions of the Master Agreement.
- 1.7 Global Crossing does not guarantee the availability of any requested Toll Free/Freephone number and is not bound by any verbal confirmation to Customer of Toll Free/Freephone number availability. Customer may not reserve or activate a Toll Free/Freephone number for the purpose of selling, brokering or releasing the Toll Free/Freephone number to another person for any fee or other consideration. Customer has no ownership interest in any Toll Free/Freephone number. In most

cases IFN numbers are owned by the in-country PTT and not the Customer or Global Crossing. The PTT or other regulatory authority may request specific information, letters or forms to be submitted before they will assign a number. The PTT may also deny the granting of a number or may discontinue service of a number if they do not approve of its use. Global Crossing is not responsible for the denial of or termination of such numbers. In some cases Global Crossing will not be informed of a denied order or of the termination of a number, if informed Global Crossing will make reasonable attempts to contact the Customer. Customer is responsible for all usage on any and all Toll Free/Freephone numbers made available for its use as part of the Service (including without limitation, charges for wrong number calls). Global Crossing may, without liability, block any Toll Free/Freephone number having usage surges or heavy traffic loads that are atypical. Customer should not terminate its Toll Free/Freephone Service unless they wish to no longer use the number. If Customer wishes to transfer Toll Free/Freephone Service to another carrier and the PTT or other regulatory authority supports portability of numbers, Customer should continue active service with Global Crossing until Customer's new carrier confirms that service has been transferred to avoid disruption of service. After transfer of service Customer should cancel service with Global Crossing.

2. Service Features and restrictions.

- 2.1 Domestic call terminations (that is termination within the country for which an IFN or UIFN Toll Free/Freephone number is provided) are not available for International Toll Free/Freephone Service.
- 2.2 Electronic access via Global Crossing's uCommand system will enable Customer to view usage reports. The uCommand system is presented in English and in US Dollars. uCommand also enables Customer to view where Toll Free/Freephone Services are routed. Customer can update routing for Toll Free/Freephone numbers. Presently, a unique internal Global Crossing number is displayed in uCommand in place of the actual IFN or UIFN number. Routing for a number may be viewed and updated via uCommand.
- 2.3 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 broadcast fax transmissions.
- 2.4 The Service is provided for use in connection with call center applications only with Global Crossing written approval on a case by case basis. If Customer intends to use the Service in connection with call center operations, Global Crossing will require detailed traffic forecasts and will discuss location-specific constraints relating to the Service.
- 2.5 Customer understands and acknowledges that Sections 2.3 and 2.4 above shall be considered material terms of Customer's agreement with Global Crossing, and that failure to comply with either or both 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 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.

3. Charges and Billing.

- 3.1 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"). Unless otherwise indicated in the Rate Sheet, all Rates are per minute of usage from the originating country and charges are the same regardless of the time of day or day of the week a call is made. All Rates are presented in US Dollars. All invoices will be rendered in, and are payable in, US Dollars. Customer shall select as between a single consolidated invoice, or invoices classed by location (where an entire Toll Free / Freephone number belongs to a

single location), provided, in either case Customer shall be a guarantor of payment for all invoices, regardless of location.

3.2 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.

3.3 The following routing features are available:

- For Toll Free Services that terminate to domestic dedicated facilities on the Global Crossing network:
 - ANI delivery
 - DNIS delivery
 - Overflow
 - Route Advance
- For Toll Free Services with domestic or international call terminations:
 - Area Code Blocking,
 - Infodigit Screening,
 - Enhanced Routing (3/6/10 digit routing, Time/Day routing, Percent Call Allocation routing)
 - Network Transfer (per call surcharge associated)

For international routing, International Termination Switched rates apply
- Multiple Carrier Routing, SMS Emergency Reroute, and Temporary Rerouting are available for Toll Free Services.

All routing features incur NRC and MRCs, as set out in the Rate Sheet.

3.4 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

3.5 Usage is billed at the following minimum usage levels per call. In all cases, usage beyond the minimum is rounded upward to the nearest six (6) second increment. For the avoidance of doubt, all calls are subject to call rounding and will be billed to the nearest penny.

Type of Call	Minimum Usage
Intl. -- US – Dedicated	30 seconds
Intl. -- US – Switched	30 seconds

3.6 Global Crossing provides local access circuits (via third party providers) only for Customer’s use in connection with this Service. Where Customer’s usage of local access circuits provided by Global Crossing in connection with this Service falls below the minimum usage level set out below in two consecutive monthly billing cycles, then, notwithstanding any pricing otherwise agreed with Customer, Customer agrees to pay the additional charge(s) set out below in addition to any MRC payable in respect of the Service.

Local Access Circuit Type	Minimum Usage Level	Additional Monthly Charge
T-1	15,000 minutes per month	\$300
E-1	20,000 minutes per month	\$375
DS-3	500,000 minutes per month	\$8,500

If Global Crossing notifies Customer of an additional charge pursuant to the previous paragraph, Customer may, by written notice, elect to terminate the applicable local access circuit, provided that if Customer elects to so terminate a local access circuit within the Service Term for which it was initially ordered, Customer agrees to reimburse Global Crossing for any early termination fees levied on Global Crossing by the third party provider of that local access circuit

4. Billing & Rate Conditions

- 4.1 **Short Duration Calls:** If for any reason the average call duration for Customer's use of the Service in any billing cycle month less than ninety (90) seconds, a charge of \$.01 (or local currency equivalent) shall be applied to all calls using the Service on the applicable Customer billing account in that billing cycle month. For the purpose of this provision, (a) call duration is the time from the point that a call is connected to the party or equipment receiving it to the time that the call is disconnected, as recorded by Global Crossing's automated call rating systems, and (b) average call duration shall be calculated by dividing the aggregate duration of all calls using the Service (applied to a specific Customer branch account) in a billing cycle month by the total number of calls of that type in that billing cycle month for that Customer branch account.
- 4.2 **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 Crossing 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.
- 4.3 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.
- 4.4 Notwithstanding anything to the contrary in the Master Agreement, notices under Sections 4.2 and/or 4.3 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.

5. Other Terms

- 5.1 There is no supply by Global Crossing of equipment in connection with the Service. The Customer is required to have a Private Branch Exchange (PBX), PABX or Key System, at which its access circuit

terminates, which complies with Global Crossing standards for the Service. PBX's, PABX's and Key System's utilized by Customers in conjunction with the Service shall comply with one of the following standards:

- CAS E&M (United States)
- NA ISDN PRI (United States)

To ensure compatibility with the Service, Customer must inform Global Crossing of the make, model and or software of the Customer-provided PBX which Customer intends to use to interface with the access circuit connecting to the Global Crossing ATM network. If applicable, Global Crossing shall make Customer aware of any known compatibility issues with that specific make and model of PBX.

- 5.2 Except as may otherwise be agreed upon by Global Crossing in writing, Customer is solely responsible for purchasing, installing and maintaining any premise or interconnection equipment required for its use of the Service (including the PBX referred to above). Global Crossing shall not be responsible for the installation, operation, repair or maintenance of equipment or software not provided by Global Crossing; nor shall Global Crossing be responsible for the transmission or reception of information by facilities, services, equipment or software not provided by Global Crossing.
- 5.3 Impairment of the Service caused by Customer provided facilities, services, equipment or software (not specifically approved by Global Crossing) shall not relieve Customer of its obligation to pay all charges incurred as a result of its use of the Service. Upon notice from Global Crossing that the facilities, services, equipment or software not approved by Global Crossing is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Global Crossing to troubleshoot difficulties caused by equipment or software not provided by Global Crossing, and Global Crossing agrees to do so, Customer shall pay Global Crossing at its then current rates.