



Global Crossing Retail Voice Local Digital Service. These are the specific service terms for Global Crossing's Retail Voice Local **SPECIFIC SERVICE TERMS AND CONDITIONS FOR RETAIL VOICE LOCAL DIGITAL SERVICE**

Digital 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 Global Crossing Retail Voice Local Digital Service is an outbound (that is, originating) voice calling service available in 49 US cities plus the District of Columbia. The Service is not available outside the US. Customer acknowledges and agrees that the Service will be provided by Global Crossing's affiliate company; Global Crossing Local Services, Inc. The Service supports calls originating from the Customer's business location and terminating to the exchanges identified in the Customer's local calling area (as defined by Global Crossing).
- 1.2 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.
- 1.3 Access from Customer's premise to 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. Switched access may be available at certain locations. (Any switched access lines utilizing the Service will comply with normal procedures for designating Global Crossing as Primary Interexchange Carrier.)
- 1.4 If Customer requests supply by Global Crossing of a local access connection, and Global Crossing confirms that it can provide such local access, Customer may order local access as part of its order for the Service, on the terms and conditions of the Master Agreement. Local access circuits are not part of the Global Crossing network. If Customer arranges or provides its own local access circuits to a Global Crossing POP, Global Crossing will charge a monthly recurring charge for access connections involving third party vendors (a "POP Interconnection Fee"). This POP Interconnection Fee is chargeable in respect of the cross-connection between the access vendor's circuit and the Global Crossing Network, and (if applicable) in respect of the allocation to Customer of capacity from an access vendor already co-located at a Global Crossing POP. The POP Interconnection Fee varies depending upon the circuit speed of the access connection. The POP Interconnection Fee shall be listed on the Order Form. Global Crossing is responsible for maintenance of the cross-connection.
- 1.5 The Service provides call termination for both wireline and cellular terminations. Termination of calls, where not handled directly by Global Crossing, will be handled by third party contractors to 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 originated from the ANI's converted to the Service.

- Electronic access via Global Crossing’s uCommand system enables Customer to view usage reports. The uCommand system is presented in English and in US Dollars.

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”).

3.2 The Service, or a portion thereof, is 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”). In the event of conflict between the Tariff and this document, the order of precedence for application of terms and conditions shall be first the Tariff and then these terms and conditions. However, if there is a conflict between the Tariff and the contractual terms applicable to Customer that materially affects the provision or pricing of Customer’s Service, Customer may elect to terminate the Service affected at such time as such conflict occurs. If, prior to the expiration of the initial Service Term for which Customer orders the Service (or any renewal term), Global Crossing voluntarily or involuntarily, as a result of the 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 Term, the Agreement shall consist of the following, in order or precedence from (a) thru (d):

- (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.

3.3 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	X	X
Voice Order Change Charge	-	X
Global Crossing Expedite fee (separate from LEC) per circuit end	-	X

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

- 3.4 All Charges 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, in either case Customer guarantees payment for all invoices.
- 3.5 Usage is billed at current Tariffed rates as set out in the Rate Sheet .All calls are subject to call rounding and will be billed to the nearest penny.
- 3.6 **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.
- 3.7 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.
- 3.8 Notwithstanding anything to the contrary in the Master Agreement, notices under Sections 3.6 and/or 3.7 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.

4. Service Restrictions

- 4.1 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. Customer understands and acknowledges that the forgoing sentence shall be considered a material term 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.

5. Other Terms

- 5.1 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. 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.
- 5.2 In the event that Customer uses facilities, services, equipment or software not approved by Global Crossing which impairs the Customer's use of the Service, Customer shall nonetheless be liable for payment for the use of the Service, even if Global Crossing suspends or terminates the Service as a result. 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.
- 5.3 Global Crossing shall not be responsible if any changes in the Service cause facilities, services, equipment or hardware not approved by Global Crossing to become obsolete, require modification or alteration, or otherwise affect performance of facilities, services, equipment or hardware not approved by Global Crossing.
- 5.4 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 for dedicated services:
- CAS E&M (United States)
 - NA ISDN PRI (United States)

Global Crossing reserves the right to approve the make, model and/or software of the Customer-provided PBX to interface with the access circuit connecting to the Global Crossing network.