



SPECIFIC TERMS FOR RETAIL VOICE TOLL FREE NETWORK IVR SERVICES, IVR NETWORK ANNOUNCEMENT, TARGETLINE & LOCATIONLINK

Global Crossing Retail Voice Toll Free Network IVR Services. These are the specific service terms for Global Crossing's Retail Voice Toll Free Network IVR Services: IVR Network Announcement, TargetLine & LocationLink (the "Service") which apply to the Services 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 Toll Free Network IVR Services: IVR Network Announcement, TargetLine & LocationLink is an inbound (that is, terminating) voice calling service. The Customer may order Service with a Service Term of one (1), two (2) or three (3) years. In the event Customer terminates a Service, or Global Crossing disconnects a Service due to Customer's breach hereof or of the Master Agreement, prior to the end of the applicable Service Term, Customer shall be liable for (i) all Charges already incurred in respect of the Service up to the effective date of such termination, (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 and (iii) all monthly recurring charges that would have been due for the remainder of the Service Term.
- 1.2 Switched Toll Free Network IVR calls may be placed by callers from any United States location, Canada, US Virgin Islands, Puerto Rico, Guam and Northern Mariana Islands. Switched Toll Free Network IVR service is available for termination to any PSTN number that can be accessed by the Global Crossing network within the US, Canada, US Virgin Islands and Puerto Rico, either directly or via third party subcontractors.
- 1.3 Dedicated Toll Free calls may be placed by callers from any United States location, Canada, US Virgin Islands, Puerto Rico, Guam and Northern Mariana Islands and are terminated to the Customer's location within the continental US, Hawaii and Canada, via the Global Crossing network and publicly shared facilities.
- 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. Terminating access to Customer's premise from the designated Global Crossing POP is accomplished via dedicated circuits with a minimum speed of T-1.
- 1.5 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.
- 1.6 Details of specific Toll Free Network IVR features will appear on the Order Form at the time of contracting.
- 1.7 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 local access circuits as part of its order for the Service, subject to the applicable terms of the Master Agreement.
- 1.8 A Global Crossing owned and operated IVR platform is utilized to provide the Service.

1.9 The Customer is required to have a Private Branch Exchange (PBX), PABX or Key System, or other compatible equipment 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 and Canada)
- NA ISDN PRI (United States and Canada)

1.10 Global Crossing does not guarantee the availability of any requested Toll Free number and is not bound by any verbal confirmation to Customer of Toll Free number availability. Customer may not reserve or activate a Toll-Free number for the purpose of selling, brokering or releasing the Toll Free number to another person for any fee or other consideration. Customer has no ownership interest in any Toll Free number made available for its use as part of the Service. Customer is responsible for all usage on any and all Toll Free 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 number having usage surges or heavy traffic loads that are atypical. If, upon termination of its Service, Customer does not submit a written request for the appointment of a new carrier for its Toll Free numbers within thirty (30) days of such termination, then the number will be returned to the independent administrative agency for reassignment. If at the time of cancellation or termination of toll free services, Customer owes an outstanding balance (30 days or more) to the Responsible Organization on its Global Crossing account, then Customer's toll free number(s) shall not be released to another long distance carrier or Responsible Organization.

1.11 Individual call and billing details for Toll Free usage after the call has been transferred by the IVR to the customer location will be available to Customer via Global Crossing's "uCommand" on-line system.

2. Toll Free Network IVR Features.

- 2.1 IVR Network Announcement provides a recording(s) for callers.
- 2.2 Targetline provides menu routing capabilities.
- 2.3 LocationLink routes callers to the nearest location and may also offer menu routing capabilities.

3. Charges & 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"). Rates are per minute of usage to the termination country or city or for IVR platform usage. The Rate Sheet sets out the per-minute charges for termination countries or cities and IVR platform usage. Rates are the same regardless of the time of day or day of the week the call is made.
- 3.2 In addition to the rate 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	Charge Type
Monthly recurring charge per Toll Free number	MRC
Voice Service ISDN PRI Signaling per D Channel	MRC & NRC
Voice Order Change Charge	Per Request
GC Expedite NRC (separate from LEC) per circuit end	Per Circuit End
Payphone Surcharge (per call)	Per Call
TF Directory Assistance Listing Implementation NRC	NRC
TF Directory Assistance Per TF # MRC	MRC

Directory Assistance per TF # Provided - Automated - per call	Per call
Directory Assistance per TF # Provided - Via Operator - per call	Per call
Directory Assistance per TF # Provided - via Directory Express - per call	Per call
Directory Assistance per TF # Provided - Via Internet Website - per call	Per call
TF NASC Charge per TF Number NRC	NRC
IVR Network Announcement	MRC & NRC
Target Line	MRC & NRC
Location Link	MRC & NRC
Passport	MRC & NRC
Busy/No Answer Reroute	MRC & NRC
Database (area code) Routing	MRC & NRC
Percentage Allocation	MRC & NRC
Remote Control	MRC & NRC
Time of Day Reroute	MRC & NRC
Text to Speech (English)	MRC & NRC
Fax Delivery (PassPort Only)	MRC & NRC
Whisper Transfer (Passport Only)	MRC & NRC
Professional Voice Recording	NRC
Terminating Number and/or Dealer Locator Database Change	NRC
Programming Change	NRC
IVR Research/Consulting Charge	NRC

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 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)
- Multiple Carrier Routing and SMS Emergency Reroute 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 Customer agrees that if more than five percent (5%) of Customer's total inbound originating traffic or switched toll free terminating traffic, in any given month, originates in or terminates to the domestic

offshore locations listed below, Customer will be assessed an additional charge of \$0.30 per minute for all of Customer's domestic offshore usage generated in that month. The applicable locations are: Alaska, Hawaii, Puerto Rico, Northern Mariana, U.S. Virgin Islands, and Guam.

- 3.6 Customer agrees that if more than five percent (5%) of Customer's total switched toll free terminating International traffic, in any given month and terminates to a Non Geographic Number (NGN), excluding mobile terminations, Customer will be assessed an additional charge of \$5.99 cents per minute for all of Customer's NGN usage generated in that month.
- 3.7 Customer agrees that if a Toll Free Number has multiple carrier routing or SMS Emergency Reroute whereby the traffic is split between Global Crossing and another carrier that Global Crossing will receive a minimum of 20% of the traffic for that tollfree number each month or Customer will be assessed a make-up-to minimum charge equal to the difference between 20% of the traffic for the number expressed in US dollars and the amount of traffic that Global Crossing received. This minimum guarantee applies whether or not Global Crossing is the Resp Org for the number.
- 3.8 Service provided to the Customer in the United States will be deemed to be provided by Global Crossing Telecommunications, Inc., and charges for all such services shall be invoiced to the Customer in US Dollars by that company.
- 3.9 Usage is billed at the following minimum usage levels per call. In all cases, usage beyond the minimum is rounded upward to the nearest thirty (30) second increment for IVR platform usage and to the nearest six (6) second increment for tollfree usage outside the platform. 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
IVR platform usage	30 seconds
US – Domestic –Dedicated Toll Free usage	6 seconds
US – Domestic – Switched Toll Free usage	4 seconds

- 3.10 **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.
- 3.11 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.
- 3.12 Notwithstanding anything to the contrary in the Master Agreement, notices under Sections 3.12 and/or 3.11 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. Local Access Circuits provided by Global Crossing

- 5.1 In the event that Customer requests Global Crossing to provide local access circuits in connection with the provision of the Service, and Global Crossing agrees to do so, such circuits will be provided on the applicable terms of the Master Agreement. Notwithstanding any provisions to the contrary in the Master Agreement, and regardless of whether the Customer orders the Service on a month to month basis or on the basis for an agreed term of more than one year, Customer acknowledges and agrees that such local access circuits shall be provided by Global Crossing for a minimum term of one year. In the event that Customer terminates its Service and/or any related local access circuits within one year of ordering such local access circuits, Customer shall remain liable to Global Crossing for any commitments to local access providers and/or any associated termination charges.
- 5.2 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 other Service Charges 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

6. Other Terms

- 6.1 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.

6.2 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.

6.3 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.

6.4 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 ATM network.

CUSTOMER

GLOBAL CROSSING

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____