🗲 Global Crossing

SERVICE TERMS AND SLA FOR CONTENT DELIVERY NETWORK SERVICES

<u>Global Crossing Content Delivery Network Services</u>. These are the service terms and service level agreement for Global Crossing's Content Delivery Network Services (the "<u>Services</u>" or "<u>CDN Services</u>") which apply to CDN Services powered by Limelight Networks in addition to the terms of any Master Services Agreement, Carrier Services Agreement or other Global Crossing master agreement (in each case a "<u>Master Agreement</u>") executed by the Customer. Initial capitalized terms not defined in these terms and conditions have the meanings given to them in the Master Agreement.

1 <u>Description of Service</u>

- 1.1 The following services are available as part of Global Crossing's Content Delivery Network Services powered by Limelight Networks Inc.
- 1.2 <u>Content Delivery</u>: Provides HTTP/web distribution of all digital media formats. Digital media files such as video, music, graphics, and software are delivered with full fidelity (no packet loss) from Global Crossing content delivery locations directly to the end user/viewer/consumer's IP-connected computer or device.
 - a) <u>MediaVault</u> Security offering for Content Delivery and Streaming Media customers that use a CDN-speed content protection mechanism that securely associates digital media or stream locations (URLs) with authorized viewers.
 - b) <u>Exchange</u> Web-based management and reporting console.
 - c) Logs Raw logs (standard or live) for customer use/analytics.
 - d) <u>Digital Storage</u> Performance offering for content delivery and on-demand streaming media customers which places customer's origin or source content directly on the content delivery network. Also called Origin.
 - e) <u>Content Control</u> Performance management offering that allows the Customer to throttle or limit digital media delivery download rate.
 - f) <u>Geo-Compliance</u> Security offering that allows Customer to assess specific geographic location of content request prior to fulfilling delivery request.
 - g) <u>Traffic Distributor</u> Service management option that allows Customer to designate and control traffic requests divided amongst multiple content delivery networks.
 - h) API Programmatic interface to CDN Services and reporting.
 - i) <u>Large Library Optimization</u> Delivery optimization for libraries with a moderate number of very large files and/or a very large number of small files.
 - j) <u>Sub-reports</u> Creation of custom reports for specific files and/or directories
 - k) <u>Content Management</u> Provides the Customer the ability to manage its files, including searching, categorizing and management of content more effectively.
 - 1) <u>Encoding and Transcoding</u> Available through a third party subcontractor.

- 1.3 <u>Media Streaming</u>: Provides on-demand and/or live streaming for all major formats including Windows Media, Flash, QuickTime, Real, and MP3. Streaming differs from HTTP-based content delivery in that files are not cached or stored on the viewer's computer (with transmittal of a file typically at a greater speed/rate than playback rate), but rather are directly received and played by media player software in real-time.
 - a) <u>Supported Formats</u> Windows Media (Live and on-demand), Flash (On-demand only), QuickTime (On-demand only), Real (On-demand only), MP3.
 - b) <u>MediaVault</u> Security offering for content delivery and streaming media customers that use a CDN-speed content protection mechanism that securely associates digital media or stream locations (URLs) with authorized viewers. Not available for Flash on-demand
 - c) <u>Exchange</u> Web-based management and reporting console.
 - d) Logs Raw logs (standard or live) for customer use/analytics. Live logs only available for Windows Media
 - e) <u>Digital Storage</u> Performance offering for content delivery and on-demand streaming media customers which places customer's origin or source content directly on the content delivery network. Also called Origin.
 - a. <u>Content Control</u> Performance management offering that allows Customer to throttle or limit digital media delivery download rate.
 - b. <u>Geo-Compliance</u> Security offering that allows Customer to assess specific geographic location of content request prior to fulfilling delivery request. Not available for Flash on-demand
 - c. <u>Traffic Distributor</u> Service management option that allows Customer to designate and control traffic requests divided amongst multiple content delivery networks.
 - d. <u>API</u> Programmatic interface to CDN Services and reporting.
 - e. <u>Large Library Optimization</u> Delivery optimization for libraries with a moderate number of very large files and/or a very large number of small files
 - f. Sub-reports Create custom reports for specific files and/or directories
 - g. <u>Content Management</u> Provides the Customer with the ability to manage its files, including searching, categorizing and management of content more effectively.
 - h. Encoding and Transcoding Available through a third party subcontractor.
- 1.4 Detail of the specific CDN Services ordered by Customer (including any ancillary services) together with the Pricing Model selected and all charges applying to the CDN Services, will be set out in an Order Form or Statement of Work (in either case a "Service Order") executed by Customer and Global Crossing.
- 1.5 <u>Pricing Models</u>. Two pricing methodologies are supported, as follows:
- 1.5.1 Mbps 95th Percentile
 - a. *Measurement*. Global Crossing's SNMP bandwidth monitoring will sample the inbound and outbound traffic for each Service connection every 5 minutes (i.e., record a data point reflecting how much bandwidth Customer is utilizing at that particular instance) and store those samples for a month. At the end of each month, all the data samples for the inbound and outbound traffic will be collated and sorted from highest to lowest individually. The highest 5% of each the inbound and outbound traffic is discarded, and the next highest remaining data sample on either the inbound or outbound traffic is the "95th Percentile" number. This number will then be used as the basis for computation of charges for that particular month of CDN Services.
 - b. *Example*. Global Crossing gathers all data samples for the month of Service and sorts them from highest to lowest discarding the top 5%. For purpose of this example assume the 95th Percentile for the month in question was 75 Mbps. Global Crossing will bill Customer for the charge of 75 Mbps based on the following formula (assumes a thirty day month): 1 Sample (5 Min) X 12 (per hour) X 24 (hours in a day) X 30 (days in the month) = 8,640 Maximum Total Samples/Month. So five percent (5%) of 8640 Maximum Samples/Month = 432 Samples/Month discarded. The highest remaining data sample in the inbound or outbound traffic would be the 95th Percentile.

1.5.2 <u>Gigabyte (GB) Transfer</u>

- a. *Measurement*. Global Crossing shall invoice Customer based upon the total amount of Gigabytes ("<u>GB</u>") of data transferred using the CDN Services, multiplied by the price per GB as agreed and set out in the Service Order. The amount of GBs transferred will be calculated (using 1,000,000,000 bytes as the definition of a GB). Customer traffic for purpose of invoicing will include all ingress and egress traffic related to the CDN Services.
- 1.6 <u>Traffic Spikes</u>. A traffic spike is defined as any increase or decrease (planned or unplanned) that is reasonably determined by Global Crossing to be greater than fifty percent (50%) of Customer's average traffic for that time period (day/week/month). Global Crossing will determine its incremental charges caused by traffic spikes and shall have the right to invoice the Customer for those incremental charges. Customer should notify Global Crossing in advance of any anticipated traffic spikes. In order to maintain the quality of the Service for all users, if Global Crossing detects a spike, Global Crossing reserves the right to notify Customer and, in the absence of any commitment from Customer to alleviate the spike within four hours of such notice, to suspend the provision of the Service.

2 Service Terms

- 2.1 Customer acknowledges that Global Crossing may subcontract the provision of some or all elements of the CDN Services to Global Crossing's subcontractor; Limelight Networks, Inc. Notwithstanding the foregoing, Global Crossing shall remain responsible to Customer for the provision of the CDN Services in accordance with these terms and conditions. In the event that Global Crossing's contract with Limelight Networks Inc. expires or is terminated, either Customer or Global Crossing shall have the right to terminate the CDN Services upon written notice to the other. The CDN Services are provided to Customer for its own internal use only; resale of the CND Services is prohibited.
- 2.2 Customer is solely responsible for all content displayed, made available, published, disseminated, transmitted or otherwise distributed by Customer using, or accessible by or to third parties arising from Customer's use of, the CDN Services, including but not limited to HTTP, streaming media and application content and including any third party or Customer content, identified to Global Crossing to be sent or received using the CDN Services, and/or content hosted or cached by Global Crossing at the direction of Customer (collectively "<u>Customer Materials</u>"). Customer acknowledges and agrees that Global Crossing and its subcontractors (i) are only intermediaries for the transmission of Customer Materials, (ii) play a passive role as a conduit of Customer Materials for Customer and third parties, (iii) are unable to exercise any editorial or other control over any Customer Materials and (iv) neither initiate the transmission of Customer Materials, select the receivers of Customer Materials, nor monitor, select or modify Customer Materials. Nothing contained herein shall restrict Global Crossing's ability or right to remove or disable access to any Customer Materials which Global Crossing independently discovers and which, in Global Crossing's sole discretion, violates or infringes any right of any third party, including, without limitation, any intellectual property right.
- 2.3 In addition to any other termination rights provided for in the Master Agreement, Global Crossing may:
 - (a) terminate the provision of the CDN Services forthwith upon written notice to Customer, should any Customer Materials directly or indirectly, actually or allegedly violate any United States, state, local or other applicable law, regulation, rule or order of any applicable regulatory authority or court of competent jurisdiction,
 - (b) terminate the provision of the CDN Services upon written notice to Customer should any Customer Materials (i) infringe or constitute the unauthorized use of any patent right, copyright, trademark, service mark, trade name or other intellectual property right of any third party and such infringement, if curable, is not cured within fifteen (15) days following written notice thereof by Global Crossing, (ii) constitute or involve the misappropriation of any trade secret or other breach of intellectual property right of any third party and such misappropriation or breach, if curable, is not cured within fifteen (15) days following written notice thereof by Global Crossing.
- 2.4 Customer shall retain all rights, title and license to all intellectual property rights associated with the Customer Materials provided to Global Crossing as part of the CDN Services. Customer agrees that Global Crossing and its subcontractors may store, reproduce and distribute Customer Materials for the sole purpose of providing the CDN Services.
- 2.5 Customer undertakes to comply with all laws and regulations that may be applicable to its use of the Services and shall be liable to Global Crossing for all direct damages caused by any violation of such laws or regulations.
- 2.6 If and to the extent that in connection with its use of the CDN Services, Customer has access to the networks and/or computer infrastructure of subcontractors to Global Crossing ("<u>Third Party Networks</u>"), Customer's obligations under the Master Agreement to comply with Global Crossing's Acceptable Use and Security Policy, as set out at http://www.globalcrossing.com/aup/, shall apply to Customer's access to, and/or use of such Third Party

Networks in the same manner as that policy applies to Customer's access to, and/use of, the Global Crossing Network.

- 2.7 CDN Services are provided solely for the Customer's internal business purposes. Customer may not use the CDN Services, including the applications, transfer and/or storage features of the CDN Services for any purpose other than the Customer's internal business purposes, and shall not resell, provide or allow use or access to any of the CDN Services to any third party.
- 2.8 Customer shall not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the United States using the CDN Services otherwise than in compliance with all applicable export control laws and regulations which may be imposed by the U.S. Government and by the regulatory authorities of any other country in which the CDN Services are provided to Customer.
- 2.9 If Customer cancels its order for CDN Services prior to the delivery of such Services, it shall pay a pre-delivery cancellation fee of any one-time setup fee as noted on the applicable Order Form plus fifty percent (50%) of the fee for the initial month of committed CDN Services revenue as noted on the applicable Order Form; provided, however, that no such cancellation fees shall be payable with respect to any order for CDN Services that is terminated at least 5 business days prior to the requested Ready for Service Date set out in the Order Form. If CDN Services are terminated by Customer prior to the expiry of the initial Service Term for which they were ordered (other than under a right to do so because of Global Crossing's breach or otherwise under these terms and conditions or the Master Agreement), Customer shall pay (a) an early termination charge equal to fifty percent (50%) of the termination date; and (c) all documented third party provider charges and any reasonable out-of-pocket expenses incurred by Global Crossing (e.g., cancellation charges / annual software license fees) and pre-approved in writing by Customer. The provision of this Section 2.9 shall apply to early termination of the CDN Services in lieu of any early termination charges provided for in the Master Agreement. Customer acknowledges that the charges provided for in this Section are based on an agreed revenue expectation and are not a penalty.
- 2.10 Without prejudice to Customer's entitlement to service level credits which may be provided for below, the entire liability of either Customer or Global Crossing for any and all claims of whatever nature arising out of the provision of CDN Services under these terms and conditions (including claims of negligence), including, but not limited to, damage to real or personal property, shall not exceed the greater of (a) five million dollars (\$5,000,000) and (b) all amounts paid by Customer to Global Crossing for CDN Services, provided that the foregoing limitations shall not apply (i) for death or personal injury caused by a party, (ii) to a party's indemnification obligations under the Master Agreement or (ii) any other liability which may not by applicable law be excluded or limited. For the avoidance of doubt, the monetary limitation of liability provided for in this Section shall apply to any claim(s) arising in connection with the CDN Services in lieu of the monetary limitation of liability applying under the terms of the Master Agreement.

3 Digital Millennium Copyright Act

- 3.1 It is Global Crossing's policy to comply in full with the requirements of the US Digital Millennium Copyright Act of 1998 ("<u>DMCA</u>"). Accordingly, if any Customer Materials violate a valid copyright, Global Crossing may remove or disable access to such Customer Materials upon receipt of a valid, complete DMCA complaint (a written notification called a "<u>Takedown Notice</u>"). Customer agrees that if Global Crossing receives a written demand, such as a "Cease and Desist" letter ("<u>Demand</u>") alleging that any Customer Materials that are distributed or otherwise disseminated through the use of the CDN Services infringes upon, dilutes, tarnishes or otherwise violates a third party's trademark rights, Global Crossing may in its sole discretion, remove or disable access to such Customer Materials until Global Crossing receives either:
 - 3.1.1 Written confirmation from the party sending such Demand that the Demand is withdrawn or has been resolved, or
 - 3.1.2 Customer submits sufficient evidence to satisfactorily rebut the allegations contained in such Demand, the adequacy of such evidence to be determined by Global Crossing in its sole discretion and which Global Crossing may reject for any reason without penalty or liability to Customer. In order for Global Crossing to accept such rebuttal, Customer expressly acknowledges and agrees that such rebuttal shall include:
 - a. Identification of the Customer Materials and the location and manner in which such Customer Materials appeared or was available before removal;
 - b. A statement by an authorized officer of Customer that (i) Customer has a good faith belief that access to the Customer Materials was removed or disabled as a result of mistake or a misidentification of the Customer Materials (ii) Customer consents to the jurisdiction of the federal court in Monroe County,

New York, (iii) Customer will accept service of process from the third party who provided the Takedown Notice and (iv) that Customer shall indemnify, defend and hold harmless (without limitation) Global Crossing from any damages, costs, or expenses that Global Crossing may incur, in any manner whatsoever, arising out of or in connection with the disputed Customer Materials and/or Global Crossing's restoration thereof.

- 3.2 Customer acknowledges and agrees that:
 - a. Global Crossing is not under any obligation to restore access to any Customer Materials even if Customer provides a rebuttal and that the determination of sufficiency of any evidence provided in a rebuttal shall be at Global Crossing's sole discretion;
 - b. Customer expressly waives and disclaims any claim or potential claim against Global Crossing related to or arising out of Global Crossing's removal of or disabling of access to any Customer Materials in response to a Demand, including without limitation any claim for lost revenue, lost profits and/or expenses and,
 - c. The procedures of the DMCA apply only to copyrighted materials and expressly exclude any other form of intellectual property rights, including any rights in trademarks, service marks and/or trade names and that the foregoing process is intended only to provide a convenient mechanism for addressing such disputes and does not, and shall not be construed, as imposing upon Global Crossing any of the obligations imposed under the DMCA with regard to response times or the like.

4. EU Data Privacy

- In the course of providing the CDN Services, Customer may disclose to Global Crossing data relating to 4.1 identified or identifiable individuals ("Personal Data"). Global Crossing will process any such Personal Data only on behalf of Customer, only to perform the CDN Services as specifically permitted under these terms and conditions and in compliance with applicable data protection laws and related and security requirements, including European Union (EU) Directive 95/46 and the implementing legislation of the EU Member States (collectively "Data Protection Laws"). Global Crossing may not process any such Personal Data for any other purpose, including for its own commercial benefit, unless agreed to in writing by Customer. Global Crossing will not disclose or transfer any such Personal Data to any third party without the prior written permission of Customer, except (i) as provided in these terms and conditions, (ii) where such disclosure or transfer is required by any Data Protection Laws or supervisory authority, or (iii) to any Global Crossing Affiliate where required to perform the CDN Services. Global Crossing will ensure that any third party vendor or subcontractor that it engages in order to provide Services pursuant to this Agreement (including any Affiliate) will only process such Personal Data (i) in a Member State of the European Economic Area, (ii) in a country where there is an adequacy determination in place, including under current Safe Harbor registration, or (iii) where Global Crossing adduces adequate safeguards for the protection of the Personal Data, e.g., through appropriate contracts, and in compliance with Data Protection Laws. Upon termination or expiry of the CDN Services for any reason, or upon request by Customer, Global Crossing shall immediately cease processing all such Personal Data and shall promptly return to Customer all such Personal Data in its possession, or destroy the same, in accordance with such instructions as may be given by Customer at that time. In the event that Global Crossing is unable to comply with the obligations set out in this section 4, Global Crossing shall promptly notify Customer to this effect, and Customer shall then be entitled (at its discretion) to require Global Crossing to cease processing relevant Personal Data and/or immediately terminate the provision of the Services, subject to notice and cure provisions relevant to a material breach.
- 4.2 Global Crossing will maintain appropriate safeguards to protect any such Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing and in full compliance with Data Protection Laws. Global Crossing will (i) notify Customer as soon as reasonably possible in the event that Global Crossing discovers, is notified of, or suspects that an unlawful or unauthorized access, acquisition, disclosure or use of such Personal Data has occurred or is likely to occur by or on behalf of Global Crossing, or any third party (a "Security Incident"), (ii) investigate, remediate and mitigate the effects of the Security Incident, and (iii) provide Customer with assurances reasonably satisfactory to Customer that such Security Incident will not recur. Additionally, if as a result of any Security Incident, applicable data protection laws require notification to public authorities, or to individuals whose Personal Data were affected by the Security Incident, Global Crossing will reimburse Customer its reasonable, direct and documented costs associated with such notification. Global Crossing will provide Customer, its authorized representatives, and such independent inspection body as Customer may appoint, on reasonable notice, and in compliance with Global Crossing's reasonable access and security policies, (i) access to Global Crossing's infrastructure and records to the extent necessary to ensure compliance with this Addendum; and (ii) reasonable assistance and co-operation from relevant staff. Records inspected or accessed during any such audit constitute Global Crossing confidential information, subject to the confidentiality provisions of the Master

Agreement. Global Crossing may require that any third party performing audit services for or on behalf of Customer execute a separate non-disclosure agreement.

4.3 Each party will indemnify, keep indemnified, hold harmless and, upon the other party's request, defend the other party and its respective officers, directors, employees, agents, successors and assigns, from and against any and all damages, liabilities, expenses, claims, fines and losses of any type, including without limit, reasonable attorneys' fees, in connection with, arising out of or relating to, in whole or in part, the other party's failure to comply with the terms of this Section 4. Without limiting the foregoing, Customer shall indemnify and defend Global Crossing from and against any and all third party claims that Customer did not have the data subjects' consent to submit Personal Data to Global Crossing for processing hereunder.

5. <u>Service Level Agreement</u>

- 5.1 Service Availability Commitment. Global Crossing commits to 100% availability of the CDN Services to deliver content to the Internet. Service Availability for means the ability to redirect and deliver the requested Customer Materials in approved formats (HTTP DOWNLOAD, HTTP PROGRESSIVE DOWNLOAD, WINDOWS MEDIA STREAMING LIVE AND ON-DEMAND, FLASH MEDIA SERVICES LIVE AND ON-DEMAND, QUICKTIME ON-DEMAND STREAMING, REAL ON-DEMAND STREAMING, AND MP3) for delivery to the Internet from a content distribution center. This metric is measured at the content distribution centers. The content distribution centers will be measured for packet loss of the specific servers delivering the Customer Materials. If a specific server or content distribution center experiences sustained packet loss in excess of ten percent (10%) to the Internet over a continuous period of two (2) hours, such period will be considered a period of "Service Interruption". If Customer's site experiences unavailability of the CDN Services as a result of a Service Interruption, then Customer will be entitled to a credit based on the length of the outage.
- 5.2 <u>Service Availability Credits.</u> Service Availability Credits are determined in accordance with the following guidelines:
 - (a) Each Service Interruption of greater than thirty (30) minutes shall entitle Customer to one (1) day credit of service charges (based on average daily actual usage charge for the month immediately preceding the applicable Service Interruption)
 - (b) Any Service Interruption greater than thirty (30) minutes shall entitle Customer to one (1) days credit of service charges for each subsequent period of (30) minutes (e.g. service outage of 92 minutes = 3 days of Service Availability Credits).

SLA	Response/Threshold	Violation Limit
Response time for incident reporting.	15 minutes for high priority, 1 hour for all others.	Failure to respond within thresholds for 3 incidents within two months.
Availability – As measured by the designated Gomez nodes* and a response is given from the content delivery network to each Gomez node within 120 seconds.	Availability for each calendar week: $\geq 99.5\%$	Weekly availability does not meet 99.5% three times within a two month period.
Cache Hit Ratio	Over two consecutive days: < 98.0% If <u>Customer</u> makes changes that impact this metric, Global Crossing must be notified and given a reasonable time to resolve issues.	Three incidents within a two month period.
Total transfer time of a 1.5 MB test file as measured by the designated Gomez nodes.	Average response for each calendar week: ≤ 2 seconds	Weekly Response exceeds two seconds three times within a two month period.
First-byte response time of a 1.5	Average response for each	Weekly Response exceeds two

5.4 In addition to the foregoing, the following SLA Table applies:

MB test file as measured by the designated Gomez nodes.	calendar week: ≤ 1 second	seconds three times within a two month period.
Timely and accurate daily email reports	Report for the previous day sent by 11 am PST the following day, and/or contains discrepancies in data from portal metrics.	Three incidents reported within a two month period of emails being sent past 11 am PST and/or three discrepancy incidents between the portal and the email reports.

* As part of the provisioning of the CDN Services, Global Crossing and Customer will jointly designate ten Gomez nodes from the list on Exhibit A (based on Customer's expected content delivery profile) which will then be used for the purposes of the SLAs above.

Each "Response/Threshold" incident will be reported by Global Crossing to Customer's pre-designated contact by Customer via email. If there are 3 or more failures to comply within a 30 day period, and/or 6 or more such failures in a consecutive 6-month period, Customer may terminate CDN Services upon written notice without incurring early termination charges.

- 5.4 <u>Service Credit Process</u>. Requests for credits must be submitted to Global Crossing within 45 calendar days of the occurrence of the event giving rise to the credit entitlement. All such claim must include details of the date and beginning/end time of the outage or failed metric and of the specific trouble ticket number opened in relation each such outage / metric. Global Crossing will acknowledge all claims within ten (10) business days and will review all claims within fifteen (15) business days of receipt. Customer will then be informed by electronic mail whether the appropriate service credit claim has been accepted. If rejected, the notification will specify in reasonable detail the basis for rejection.
- 5.5 General terms applying to these service level guarantees:
 - (a) SLA credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges.
 - (b) In no event will SLA credits in any calendar month exceed 100% of the total charges payable by Customer for the applicable CDN Services in that month.
 - (c) As a condition of entitlement to SLA credits, Customer shall cooperate with Global Crossing in addressing any reported CDN Services problems.
 - (d) All approved SLA credits claimed by Customer for a given month will be totaled and applied to Customer's next following invoice for the CDN Services, or as promptly thereafter as is practical in the event of a dispute.
 - (e) SLA credits provided for in these terms and conditions are Customer's exclusive remedy with respect to items covered in these terms and conditions.
- 5.5 <u>Exclusions:</u> No SLA credit shall apply to the failure of the CDN Services to comply with these SLAs, or to any Service Interruption, caused, in whole or part, by any of the following:
 - (a) a failure of Customer's equipment or equipment of a Customer's vendor, customer or end user and/or failures caused by broken or misdirected hyperlinks and similar causes within Customer's control;
 - (b) force majeure events as defined under the Master Agreement;
 - (c) any act or omission of Customer or any third party (including but not limited to, Customer's agents, contractors or vendors), including, but not limited to (i) failing to comply with its obligations hereunder to enable Global Crossing to comply with its obligations regarding the CDN Services, (iii) failing to take any remedial action in relation to the CDN Services as recommended by Global Crossing, or otherwise preventing Global Crossing from doing so, or (iv) any act or omission which causes Global Crossing to be unable to meet any of the SLA metrics;
 - (d) customer's negligence or willful misconduct, which may include Customer's failure to follow agreed-upon procedures;
 - (e) any scheduled maintenance periods when Customer has been informed of such maintenance, and emergency maintenance; or
 - (f) disconnection or suspension of the Service by Global Crossing pursuant to a right to do so under the Master Agreement or these terms and conditions (including a suspension for Customer's breach of the AUP).

<u>Exhibit 1</u>

Gomez Nodes

Country	City	Carrier
US - AZ	Mesa	AT&T
US - CA	Los Angeles	Verizon
US - CA	Los Angeles	Level3
US - CA	San Diego	AT&T
US - CA	San Jose	Verizon
US - CA	San Jose	AboveNet
US - CA	santa Clara	SAVVIS
US - CO	Denver	Verizon
US - DC	Washington	Verizon
US - FL	Miami	InterNap
US - GA	Atlanta	Verizon
US - GA	Atlanta	InterNap
US - IL	Chicago	Level3
US - IL	Chicago	Qwest
US - MA	Boston	Verizon
US - MA	Boston	SAVVIS
US - MO	Kansas City	Global Crossing
US - MO	St. Louis	SAVVIS
US - NJ	Newark	Qwest
US - NY	New York	Sprint
US - NY	New York	Verizon
US - PA	Philadelphia	Level3
US - TX	Dallas	Verizon
US - TX	Houston	InterNap
US - VA	Reston	SAVVIS
US - WA	Seattle	SAVVIS
US - WA	Seattle	InterNap
ARGENTINA	Buenos Aires	Telefonica
AUSTRALIA	Sydney	Telstra
BELGIUM	Brussels	Verizon
BRAZIL	Sao Paulo	Global Crossing
CANADA	Montreal	Peer 1
CANADA	Toronto	Bell Nexxia
CANADA	Vancouver	Group Telecom
CHINA	Beijing	China Netcom
CHINA	Chengdu	China Netcom
CHINA	Guangzhou	China Netcom
CHINA	Shanghai	China Netcom

CHINA	Xian	China Netcom
DENMARK	Copenhagen	LambdaNet
FINLAND	Helsinki	TeliaSonera
FRANCE	Paris	Interoute
FRANCE	Paris	France Telecom
GERMANY	Frankfurt	COLT
GERMANY	Frankfurt	Deutsche Telekom
GERMANY	Munich	Telefonica
HONG KONG	Quarry Bay	CPCNet
INDIA	Mumbai	VSNL
ITALY	Milan	Telecom Italia
JAPAN	Tokyo	Softbank IDC
JAPAN	Tokyo	KDDI
KOREA,	Seoul	Korea Telecom
MALAYSIA	Kuala Lumpur	VSNL
MEXICO	Mexico City	Axtel
MEXICO	Monterrey	Triara
NETHERLANDS	Amsterdam	Interoute
NORWAY	Oslo	Song Networks
SINGAPORE	Singapore	Singtel
SPAIN	Madrid	COLT
SWEDEN	Stockholm	Telia
SWITZERLAND	Geneva	Interoute
TAIWAN	Taipei	Singtel
UK	London	Telstra
UK	London	Cable & Wireless
UK	London	Global Crossing
UK	London	British Telecom
UK	London	Verizon