



## SERVICE DESCRIPTION AND SLA FOR GLOBAL CROSSING CONVERGED IP SERVICES

Global Crossing Converged Services. These are the service terms and service level agreement for Global Crossing's Converged IP Services ("The Service") which apply to Converged IP Services provided by Global Crossing, in addition to the terms of any Master Services Agreement, Retail Customer Agreement or other Global Crossing master agreement (in each case a "Master Agreement") 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 Description of Services

- 1.1 **Service Description:** Global Crossing Converged IP Services provide end-to-end voice, data and multimedia/collaboration applications that are managed and delivered on Global Crossing's MPLS-based IP Network at designated speeds, subject to availability at individual Global Crossing access points, enabling the customer to transport voice, data and multimedia/collaboration applications among two or more customer designated locations ("Sites"), or if selected, to and from the Internet.
- 1.2 Customer shall execute Order Form(s) for the Service which will designate the following elements: (i) Converged Connection type, (ii) Service Application, (iii) Service speed, (iv) Points of Presence ("POPs") at which Customer will access the Global Crossing IP Network (v) local access circuit requirements (if any), (vi) pricing, (vii) length of Initial Term for the Service(s), (viii) Class of Service ("CoS") levels (as described in section 2 below) applying at each IP VPN port (if applicable) and (ix) optional services selected by Customer, if any (including Internet Access).

### 2. Converged Connection Types:

2. Four Converged Connection Types are available: Global Crossing IP VPN, Global Crossing Dedicated Internet Access ("DIA"); Global Crossing-arranged Third Party Internet Access; and Customer-provided Public Internet. Customer may choose to have multiple Converged Connection Types at each Site at which Services are to be provided.
- 2.1 **IP VPN Converged Connection Type:** Global Crossing IP VPN Converged Connection Type provides a connection to the Global Crossing IP VPN Network at designated speeds, facilitating the use of the Service Applications described in Section 6 below by Customer at one or more Customer Sites. The following Class of Service ("CoS") levels are available at each IP VPN Converged Connection Type:
- Basic and Basic Plus
  - Enhanced and Enhanced Plus
  - Premium and Premium Plus

For the purpose of the SLAs set out in section 4 below, IP VPN Converged Connection type ports configured with Basic, Enhanced or Premium CoS at Off-Net locations and at LATAM Tier 2 On-Net locations (as those terms are defined in Section 4) will be treated as having Basic Plus, Enhanced Plus or Premium Plus CoS respectively.

- 2.1.1 **Billing:** The IP VPN Converged Connection Type includes the following billing components:

- Monthly Port Rental charge ("MPR Charge"): a monthly recurring charge applied for the provision of an IP VPN port at a specified bandwidth level;
- "Commitment Charge": a monthly recurring charge for a dedicated amount of bandwidth connectivity for each CoS level purchased; and
- "Usage Charge": charges for usage within maximum CoS rate, above levels specified for Commitment.

The agreed MPR Charge, Commitment Charge, and per megabit Usage Charge rates will be set out in the Service Order Form. On a per-site basis, customer can set their level of Commitment by CoS from minimum subscription level (which varies by port size) to full port speed. Total Commitment across all CoS may not exceed total port

bandwidth as specified within the MPR. Customer acknowledges that only the dedicated amount of bandwidth connectivity for each CoS level purchased by Customer is guaranteed. For the purpose of the SLAs set out in Section 4 below, the MPR Charge and Commitment Charge for each port constitutes the "Monthly Recurring Charge" or "MRC" for IP VPN Converged Connection Type.

In addition to the above billing components, per event charges apply for logical and/or physical service change requests, including (but not limited to) changes in routing protocols, encapsulation, bandwidth, rate limits or CoS level. Change Order Charges are set out in the Order Form for the Service or agreed with Customer at the time the charge order request is received from Customer. Other charges applying in connection with optional service features are described below.

- 2.1.2 When applicable, Usage Charges are calculated for each IP VPN Converged Connection as follows: Global Crossing will measure average bandwidth usage, in five minute intervals, on all points of connection between Customer and the Global Crossing IP VPN Network for all inbound traffic to the Global Crossing IP VPN Network ("Inbound Traffic"). At the end of each billing cycle, all data samples (in Kbps) for Inbound Traffic will be sorted from highest to lowest and the top ten percent (10%) of measurements will be discarded. The highest remaining data sample of the Inbound Traffic will constitute the bandwidth usage amount for that particular month (the "Usage Amount"). The Usage Charge for each billing cycle for each CoS level selected by Customer at each port shall be the amount by which the Usage Amount exceeds the Commitment for each CoS multiplied by the per-megabit rates agreed with the Customer.
- 2.1.3 **Invoicing:** Invoicing for IP VPN Converged Connection Type is (i) monthly in advance, beginning on the Service Commencement Date for (a) the MPR Charge, (b) the Commitment Charge, and (c) any associated monthly recurring charge for local access circuits, and (ii) monthly in arrears for the Usage Charge(s), if applicable. Non-recurring installation charges (if any) will be invoiced on the Service Commencement Date. For all usage based billing components, usage shall be as measured and reported by Global Crossing's network traffic and billing management systems.
- 2.2 **Dedicated Internet Access (DIA) Converged Connection Type:** Global Crossing DIA Converged Connection Type provides a connection to Global Crossing Internet Service Points of Presence at designated speeds, facilitating the use of the Service Applications described in Section 6 below by Customer at one or more Customer Sites.
- 2.2.1 **Billing Options:** The DIA Converged Connection Type includes the following billing components:

- "Commitment Charge": a monthly recurring charge for a dedicated amount of bandwidth connectivity; and
- "Usage Charge": charge for usage within available port bandwidth, above levels specified for Commitment;

The agreed Commitment Charge and per megabit Usage Charge rates will be set out in the Service Order Form. On a per-port basis, customer can set their level of Commitment and/or rate limit from minimum subscription level (which varies by port size) to full port speed. Customer acknowledges that only the dedicated amount of bandwidth connectivity purchased by Customer is guaranteed. For the purpose of the SLAs set out in Section 5 below, the Commitment Charge for each port constitutes the "Monthly Recurring Charge" or "MRC" for DIA Converged Connection Type.

Change Order charges: per event charges applying for logical and/or physical service change requests, including (but not limited to) changes in routing protocols, encapsulation, or bandwidth rate limits. Change Order Charges are set out in the Order Form for the Service or agreed with Customer at the time the change order request is received from Customer. Other charges applying in connection with optional service features are described below.

- 2.2.2 When applicable, Usage is calculated for each DIA Converged Connection as follows: Global Crossing will measure average bandwidth usage in five minute intervals bi-directionally (inbound and outbound) on all points of connection between Customer and the Global Crossing IP Network. At the end of each billing cycle, all data samples in each category will be sorted from highest to lowest and the top five percent (5%) of measurements will be discarded. The highest remaining data sample in the higher of the two categories will then constitute the bandwidth usage amount for that particular month (the "Usage Amount"). The Usage Charge for each billing cycle at each port shall be the amount by which the Usage Amount exceeds the Commitment multiplied by the per-megabit rate agreed with the Customer. This is sometimes referred to as burst traffic.
- 2.2.3 Customer may have multiple DIA Converged Connections in use at any particular time, which may have been ordered at different times. In these circumstances, three billing models are available, as follows.

- Individual Commitment with Individual Usage Calculation: Individual Usage is calculated on each DIA circuit independently and then evaluated against committed traffic level.
- Common Commitment with Individual Usage Calculation: Usage is calculated on each DIA circuit independently and the sum of all Individual Usage amounts on all applicable circuits is then evaluated against the common committed traffic level.
- Common Commitment with Common Usage Calculation: Usage is calculated across all DIA circuits as a group or bundle and evaluated against committed traffic levels.

By default, unless otherwise agreed with Customer, the Individual Commitment with Individual Usage Calculation billing model is used.

- 2.2.4 **Invoicing:** Invoicing for DIA Converged Connection Type is (i) monthly in advance for (a) the Commitment Charge and (b) any associated monthly recurring charge for local access circuits, and (ii) monthly in arrears for Usage Charges, if applicable.. For all usage based billing components, usage shall be as measured and reported by Global Crossing's network traffic and billing management systems.
- 2.3 **Global Crossing arranged Third Party Internet Access Converged Connection Type:** For certain Service Applications, as outlined in Section 6 below, Global Crossing may agree (at Customer's request) to arrange Internet access using third party providers ("Third Party Internet Access"). Access options vary on a country by country basis and may include access to the Internet via overbooked and/or non-overbooked connections, DSL technology, private leased circuits (fixed or wireless) and/or Satellite. No CoS options are offered and all traffic is treated as Best Effort only. Specific service details (access type, e.g. downstream/upstream speed, customer premises equipment requirements and number of IP addresses) also differ on a country by country basis. Customer understands and acknowledges that Third Party Internet Access will, if requested by Customer, be provided by third party subcontractor(s) to Global Crossing and accordingly, is provided on an "as is" basis with limited service level guarantees, as described in Section 4 below. Notwithstanding the foregoing, Customer may report faults and/or outages in Third Party Internet Access to Global Crossing on a 24x7 basis and in such circumstances Global Crossing will contact the applicable third party service provider with a view to restoring service as quickly as possible. Global Crossing has no control over, and shall have no responsibility for, the routing of the IPSEC tunnel from the Customer's router to the Global Crossing Remote VPN Access Gateway. Details of any agreed Third Party Internet Access to be provided by Global Crossing (including pricing and equipment requirements, if any) will be set out on a Global Crossing Order Form.
- 2.3.1 **Invoicing:** Unless otherwise noted on the Order Form, invoicing for Third Party Internet Access Converged Connection Type is invoiced monthly in advance beginning on the Service Commencement Date. Non-recurring installation charges (if any) will be invoiced on the Service Commencement Date. For all usage based billing components, usage shall be as measured and reported by Global Crossing's network traffic and billing management systems.
- 2.4 **Customer arranged Public Internet Converged Connection Type:** For certain Service Applications, as outlined in Section 6 below, Customer may choose to use and arrange access to the Global Crossing IP Network via a third party service Internet Service Provider. In this instance no Global Crossing charging elements apply for the Converged Connection and no Global Crossing service level guarantees apply to that Converged Connection Type.
- 2.5 **Billing Commencement:** Notwithstanding anything to the contrary in the Master Agreement, the Service Commencement Date for each IPVPN, DIA and Public Internet Converged Connection Type shall be, and Global Crossing shall start billing Customer for all applicable monthly recurring charges and non-recurring installation charges on:
- For Converged Connections in respect of which Managed Network Services (as described in Section 3 below) are provided, the earlier of (a) the date on which Global Crossing and Customer jointly complete turn-up of the applicable Converged Connection and (b) ten Business Days from the date upon which Global Crossing notifies Customer's designated contact with responsibility for co-ordination of service delivery by mail or email that the applicable Converged Connection is ready to be put into service, and
  - For Converged Connections in respect of which no Managed Network Services are provided, two Business Days from the date upon which Global Crossing notifies Customer's designated contact with responsibility for co-ordination of service delivery by mail or email that the applicable Converged Connection is ready to be put into service.

### **3. Managed Solutions**

- 3.1 **Managed Solutions - Managed Network Services.** Global Crossing's Managed Network Services ("MNS") is a set of services that includes design, engineering, implementation management, network management, and life cycle management for router based wide area networks. Both Customer procured equipment and Global Crossing procured equipment are supported as part of MNS. The MNS boundary extends to the local interface(s) on each wide area network Customer premises router, that is, either (i) the LAN Port or (ii) where Voice over IP (VoIP) is a component of the managed service, the Voice Port(s). Global Crossing may utilize contractors or subcontractors to provide MNS.
- 3.1.1 **Customer Procured Equipment:** If Customer chooses to provide its own equipment, the Customer shall provide a detailed list of Customer equipment ("Customer Equipment") to be covered by MNS. Global Crossing will then notify Customer of (i) all Customer Equipment (including its hardware and software) which is (in Global Crossing's sole discretion) ineligible for the Service ("Non-Eligible Equipment") and/or (ii) any remedial action which may be required by Customer to ensure that any such equipment (and/or Customer's facilities) qualify for the Service. Global Crossing shall have no responsibility for any Non-Eligible Equipment. To the extent that Global Crossing agrees to provide MNS in relation to Non-Eligible Equipment pending replacement or upgrade of that equipment by Customer, Global Crossing shall provide such services on an 'as is' basis without warranty of any kind and the Service Level Agreements set out in these terms and conditions will not apply to the provision of such services by Global Crossing. Customer shall retain ownership of all Customer Equipment provided however that Global Crossing shall have sole control of any Customer equipment which is to be managed by Global Crossing as part of MNS. It is a condition of the provision of MNS on Customer Equipment that the Customer (i) purchases and maintains maintenance cover on all Customer Equipment from the underlying vendor(s) and/or manufacturers of such Customer Equipment (ii) does not do or omit to do anything which would breach the terms of such maintenance contracts and/or cause such Customer Equipment to fall outside the scope of the maintenance services provided under such contract(s) and (iii) does not do or omit to do anything which would or could void any manufacturers' warranties on any Customer Equipment. Additional conditions apply to the provision of Equipment Maintenance service on Customer Equipment, as provided for in section 3.1.8 below.
- 3.1.2 **Global Crossing Provided Equipment:** Where agreed, Global Crossing equipment may be provided to the Customer in connection with MNS ("GC Equipment"). In these circumstances, the Monthly Recurring Charge ("MRC") payable by Customer for MNS shall include the provision of GC Equipment. If Customer requests Global Crossing to upgrade or change GC Equipment during the initial Service Term for the Service, and Global Crossing agrees, then Global Crossing shall provide such hardware upgrades, and the MRC shall be increased. Title to GC Equipment remains with Global Crossing or its suppliers, and Customer may not (i) attempt to sell, charge or encumber GC Equipment or (ii) add to, modify, or interfere with GC Equipment, or allow any third party (other than a third party authorized by Global Crossing) to do so. Customer agrees that Global Crossing and/or its designated agent shall, upon reasonable notice, have the right to inspect all GC Equipment provided to Customer to ensure Customer's compliance with the forgoing sentence. Customer further acknowledges that GC Equipment provided to Customer in the US is subject to a security interest in favor of Wilmington Trust FSB as collateral agent under that certain Pledge and Security Agreement dated as of September 22, 2009, and that GC Equipment provided in other jurisdictions may be subject to similar security interest in favor of Global Crossing's lenders or their designated agents. Customer will be liable for the costs of repair or replacement of GC Equipment if damaged or lost due to theft, negligence, intentional acts, unauthorized acts or other causes within Customer's reasonable control or that of its agents or employees. On termination of the Service for any reason, Customer will make GC Equipment available for removal by Global Crossing or its agent, or return it in the same condition as originally installed (ordinary wear and tear excepted). If Customer does not make such GC equipment available to Global Crossing or its agent or otherwise return it to Global Crossing within sixty days of termination of the Service, Global Crossing shall have the right to charge Customer the fair market value of such GC Equipment (based on device / make / model etc.) Notwithstanding anything contained to the contrary in the Master Agreement, Global Crossing shall have not duty to indemnify, defend and/or hold Customer or its officers, directors, employees, agents, successors and assigns harmless from and against any Losses arising out of or relating to GC Equipment procured pursuant to this Section from a third-party provided however, any intellectual property indemnity provided by the manufacture of GC Equipment will be passed from the manufacturer to Global Crossing and from Global Crossing to Customer and its assigns and shall inure to the benefit of Customer.
- 3.1.3 Customer Equipment and GC Equipment to be maintained by Global Crossing under these terms and conditions as part of MNS is collectively referred to as "Managed Devices".
- 3.1.4 **Design and Engineering.** Global Crossing will work with the Customer to develop a design of Managed Devices to support the Customer's Global Crossing transport solution. Global Crossing engineers define all Managed Devices, software, interfaces, and memory required to support the Customer's requirements as communicated during the sales cycle.

3.1.5 Implementation and Installation. Global Crossing will work with the Customer to develop a comprehensive work plan to implement and install the network including transport and Managed Devices. Global Crossing is responsible for (i) shipping and installation of GC Equipment, (ii) connecting Managed Devices to WAN access and any installed dial backup Terminal Adapters, (iii) ensuring installed Managed Devices are accessible in-band and out-of-band (if provided) by management center, and (iv) Ordering and installing all dial backup (including ISDN circuits) that are part of the agreed solution for MNS in connection with Global Crossing IP VPN Service provided within the United Kingdom (the "UK").

3.1.5.1 Prior to installation, the Customer is responsible for (i) providing access at site for installation / implementation at scheduled times and ensuring that appropriate contact personnel are on-site and available for installation, (ii) ensuring availability of all necessary power distribution boxes, conduits, grounding, surge and lightning protection and associated hardware and that power outlets are within four feet/ 1 meter of the location at which Managed Devices are to be installed, (iii) ensuring all required inside wiring is in place and making any necessary building alterations to meet wiring and any other site requirements, (iv) ensuring that Managed Device placement is within six feet/two meters of the telecommunications access demarcation point, (v) ensuring that each Telco Access Demarcation is clearly marked in a way that allows the installer to connect the correct circuit to the correct router port or CSU/DSU, (vi) for IP VPN Service provided outside of the United Kingdom, ordering and installing all dial backup that is part of the solution and providing the Service Profile Identifier to the Global Crossing project manager two weeks prior to scheduled installation, (vii) ordering, installing and managing the third party Internet connection that is part of the IP VPN SOHO RAS feature (if requested by Customer), and for providing Internet service provider information (provider name, Internet IP address for Global Crossing CPE interface) to Global Crossing, (viii) configuring Customer's voice equipment used in connection with VoIP services, if ordered and (ix) connecting Managed Devices to LAN access and/or connecting Managed Devices to customer voice equipment for VoIP access.

3.1.5.2 Out of Band Management Modems: Global Crossing will, at Customer's request and subject to agreement on a case by case basis provide out of band management modems ("OOB Modems"), on the following terms:

- OOB Modems are not Managed Devices and are not covered by terms above applying to Managed Devices; they are provided (where agreed) as a tool to provide additional troubleshooting insight which is especially useful for remote locations.
- Customer is responsible for (i) ensuring that OOB Modems analog lines are ordered and installed within two meters of applicable Managed Devices, and providing applicable telephone numbers to Global Crossing, in each case at least two weeks prior to the Site readiness date and (ii) configuring Customer Equipment to ensure routers can accept out of band management modem calls on auxiliary ports. This arrangement must conform to the MNS specifications allowing out-of-band access to the CSU/DSU and the router via a secure modem and must be available 24 hours per day.
- Global Crossing shall be responsible for connecting Managed Devices to OOB Modems at Customer Sites and shall provide configuration via the out of band management modems to re-configure routers for lifecycle Moves/ Adds/Deletes (MACD) or upgrades ("Lifecycle Changes").
- In the case of any failure of an OOB Modem, Global Crossing shall ship an OOB modem to the Customer Site for the Customer to use as a replacement device. If no customer personnel are present to install the replacement OOB Modem, the customer may request Global Crossing to install the replacement OOB Modem, for an additional charge, using Global Crossing's Remote/On-Site Professional Expertise (ROPE) service.

3.1.5.3 Installations at each Customer Site will be scheduled by mutual agreement between Global Crossing and Customer. Installations are based upon two-hour blocks of time; the time of installation begins when the technician arrives on site. Installations requiring more than a single two-hour block of time due to Customer requests or Customer delays will be billed for additional two-hour blocks of time as outlined under "Ad-Hoc Engineering" charges set out in the Order Form for MNS Service. Global Crossing installs MNS during normal business hours, that is, between 08:30 and 17:30 local time Monday to Fridays, excluding local bank and other public holidays. Installations carried out, at Customer's request, during periods outside those times ("Out of Hours"), may incur additional charges as indicated on the Order Form.

A Faulty Vendor Dispatch charge (as detailed in the Order Form) shall be payable where scheduled installation (including initial installation of MNS) is cancelled by Customer on less than thirty six hours notice to Global Crossing or where installation cannot be completed at the agreed time as a result of an act or omission by the Customer, including:

- Site Not Ready: e.g. the Customer site at which the Managed Devices are to be located does not have proper power, LAN equipment or equipment racks available.

- **Faulty Design:** Incorrect equipment, cables or software components specified by Customer result in failure of installation.
- **No Access:** The technician is not able to gain access to the room / premises in which the Managed Devices are to be located.

3.1.6 **Network & Fault Management:** The network management includes Network Monitoring, Configuration Management, Fault Management, and Performance Reporting. Global Crossing monitors network elements that have a constant connection to Global Crossing's Network. Managed Devices are monitored seven days a week, 24 hours-a-day. Global Crossing will handle all proactive and reactive Customer communications. Global Crossing is responsible for (i) isolation and resolution of all logical faults to determine if the problem is with software, hardware or the network, and (ii) emergency fixes and software updates.

3.1.7 **Configuration Management:** Configuration management is the remote configuration of all Managed Devices in the network. Global Crossing is responsible for, and has sole access to all configuration management and software and hardware changes. Global Crossing is responsible for (i) configuring routers for Customer, (ii) maintaining database of logical configuration, physical configurations and software specification, (iii) performing emergency re-loads, (iv) providing configuration in-band to re-configure routers for Lifecycle Changes, and (v) updating Managed Device software as required to support the ongoing provision of MNS.

3.1.8 **Equipment Maintenance:** Global Crossing provides on-site Managed Device maintenance and repair once Global Crossing has determined through fault resolution that a physical error has occurred. The on-site coverage options are as follows (service level availability varies by geography and the coverage option applying at each Customer Site will be set out in the Order Form for the Service):

- **7x24, Four Hour Response:** Repair coverage is 24 hours per day, seven days per week. A field engineer will arrive at the Customer site within four hours of problem dispatch (dispatch is within thirty (30) minutes of problem identification).
- **5x9, Next Business Day Response:** Repair coverage is 8:00 a.m. to 5:00 p.m. local time. If dispatch is required, a field engineer shall arrive on site no later than 5:00 p.m. the next business day. Trouble calls must be received by 5:00 p.m. local time to ensure next business day response. Prior to dispatching maintenance assistance or in case of customer request for maintenance assistance, Global Crossing may request that the customer verify that the local environment (including power, LAN connectivity, inside wiring / cabling and, where applicable, Voice interface connectivity) have been diagnosed and ruled out as the source of the reported fault.

Global Crossing provides maintenance and repair service only on Customer Equipment only for so long as such Customer Equipment is supported by the manufacturer(s) of that Customer Equipment and is covered by such manufacturer's maintenance agreements and warranties. If during the term for which Customer has ordered managed Network Services, Customer Equipment (i) is no longer supported by its manufacturer, is designated 'End of Support', 'EOS', or some similar designation by the manufacturer, (ii) is, for any reason (including a breach by Customer of the terms of section 3.1.1 above) no longer covered by a maintenance agreement with the applicable manufacturer or vendor and/or (iii) is no longer covered by the applicable manufacturer's warranty, Global Crossing's obligations to provide maintenance and repair services in respect of such Customer Equipment shall be on a discretionary "as is" basis without any commitments or warranties of any kind. Unless otherwise agreed in writing, if Global Crossing agrees to continue providing maintenance and repair service in respect of such Customer Equipment, such service will be provided with 5x9, Next Business Day Response coverage.

All Managed Devices will be maintained and serviced only by or at the specific direction of Global Crossing and should not be moved / serviced or otherwise interfered with by Customer without Global Crossing's specific approval in each case. The standard maintenance cover provided under this section 3.1.8 will not apply to Managed Devices which are damaged or which otherwise require maintenance or replacement as a result of Customer (or anybody under Customer's control) attempting to maintain / service / move or otherwise interfere with such Managed Devices. In such event, Customer will be liable for all costs associated with repair and/or replacement of that Managed Device.

3.1.9 Unless otherwise expressly agreed in writing on a case by case basis, Global Crossing does not provide, order, design or co-ordinate or otherwise arrange for any inside wiring or 'extended demarc' at Customer's premises, which arrangements, if required, shall be made directly by Customer and third party contractors, and is not responsible for repair or maintenance of such inside wiring in the event of a fault. If Global Crossing dispatches on site technical support in response to a fault reported by Customer, and that fault is found to have been due to a problem with an extended demarc not installed by Global Crossing, then the Customer will be charged a faulty vendor dispatch charge, as set out in the Order Form for MNS Service.

3.1.10 MNS Service Levels: The following service level options are available for MNS:

- **Silver MNS Service:** Silver MNS Service is available with both IP VPN and DIA Converged Connection Types and is provided via a single Managed Device at Customer's Site, connected to the Global Crossing IP Network with a single fixed link.
- **Gold MNS Service:** Gold MNS Service is available with IP VPN Converged Connection Type only and is provided via a single Managed Device connected via dual diverse local access circuits into the Global Crossing IP VPN Network. The primary local access circuit will be a fixed circuit (such as T1 or E1 etc.) and the secondary local access circuit may be either a fixed circuit or and ISDN or DSL circuit.
- **Platinum MNS Service:** Platinum MNS Service is available with both IP VPN and DIA Converged Connection Types and is provided via dual Managed Devices installed in separate rooms on the Customer's Site with dual diverse VPN or DIA ports that are connected via dual diverse tail (fixed local access) circuits into the Global Crossing IP VPN Network.

3.1.11 For each Customer Site at which Global Crossing provides MNS, (i) the **On Site Coverage Option** for each such Site (referred to in Section 3.1.8 above) and (ii) the service level applying to each Customer Site (referred to in Section 3.1.10 above), will be set out in the MNS Order Form.

3.1.12 Billing for MNS: Monthly Recurring Charges (MRCs) and Non-Recurring Charges for MNS ordered by the Customer (which apply in addition to charges for the underlying Converged Connection Type(s) and Service Application(s)) will be set forth in an MNS Order Form based on the agreed initial configurations. MRC and Non-Recurring Charges for additional MNS requested by Customer after the initial order (including charges for additional locations, equipment changes or upgrades and the like), will be determined and quoted to customer upon request, and may require the execution of an additional MNS Order Form. In addition to the above charges, the following charges apply to MNS:

- Charges for Lifecycle Changes, as set out in the Order Form for MNS.
- Faulty Vendor Dispatch charges, as set out in the Order Form for MNS and as described above.
- Remote / On-Site Professional Expertise (ROPE): If Customer requires services outside of the scope of these terms and conditions, including but not limited to additional installation or configuration support, the provision of such services will be based upon availability of Global Crossing personnel and will incur charges on a per-event basis at rates agreed at the time of request for such services.
- Telephone Charges: Customer must provide Global Crossing with phone service to enable on-site communication with the Global Crossing NOC for test and turn-up. If such telephone service is not provided, Customer will reimburse Global Crossing for all reasonable telephone charges incurred by Global Crossing and/or its subcontractors in placing calls to the Global Crossing NOC from Customer premises in connection with MNS Service.
- Brokerage Charges, Customs Charges and Logistics Fees: In countries in which the Customer is considered the importer of record for Managed Devices being imported into that country, the Customer shall be responsible for paying all brokerage charges, customs charges, logistics fees and/or similar charges arising on the importation of Managed Devices into that country (collectively "Brokerage Charges"). In all other countries, Global Crossing shall pay all Brokerage Charges and then invoice such Brokerage Charges to Customer for reimbursement.
- Expedite Request charges, as set out in the Order Form.

Notwithstanding any billing arrangements in place between Global Crossing and Customer, Customer acknowledges and agrees that non-recurring charges for Lifecycle Changes incurred by Customer (if any) will be invoiced to Customer by the Global Crossing Affiliate company in the country in which those services are provided and (ii) in the event that Global Crossing does not have an Affiliate company in the country in which the applicable service is provided, the applicable charges will be invoiced to Customer by (and payable to) Global Crossing Services Ireland Limited.

3.1.13 Termination and Termination Charges. The following early termination charges will apply if Customer terminates MNS without cause prior to the end of the initial Service Term for which that service was initially ordered by Customer (the "MNS Service Term"). These charges shall apply to the early termination of MNS (only) in lieu of any early termination charges provided for in the Master Agreement:

- Termination of MNS: Customer shall pay 80% of the standard rate MRC remaining on all Managed Devices for the remainder of the MNS Service Term.
- Termination of MNS on a specific Managed Device: Customer shall pay (a) the lesser of (i) 50% of the MRC for the remainder of the MNS Service Term for the applicable Managed Device or (ii) the remaining value of

the equipment and 90 days of maintenance services calculated by Global Crossing and quoted to Customer upon request for termination, PLUS (b) a router site deletion charge as specified in the Order Form for the Service.

- 3.2 **Managed Solutions – Customer Video Equipment Services:** Customer Video Equipment Services are available in connection with Global Crossing IP VPN Service, and consist of (i) Customer Video Equipment Monitoring, (ii) Customer Video Equipment Management and (iii) Customer Video Equipment Maintenance. Details of any of these elements ordered by Customer, together with applicable charges, will be set out in an Order Form for the Service. The provision of Global Crossing Customer Video Equipment Services is subject to the Specific Service Terms and SLA conditions for those Services set out [www.globalcrossing.net/terms](http://www.globalcrossing.net/terms).
- 3.3 **Managed Solutions - Managed Security Services:** Global Crossing Managed Security Services are a set of security products and features that compliment Global Crossing’s data transport services. The provision of Global Crossing Managed Security Services is subject to the Specific Service Terms and SLA conditions for those services set out at [www.globalcrossing.net/terms](http://www.globalcrossing.net/terms).
- 3.4 **Managed Solutions – WAN Optimization:** Global Crossing WAN Optimization service provides compression and acceleration of traffic across the wide area network to enhance application performance for the end user. WAN Optimization is only available with Managed Network Services. The provision of Global Crossing WAN Optimization Service is subject to the Specific Service Terms and SLA conditions for those services set out at [www.globalcrossing.net/terms](http://www.globalcrossing.net/terms).

#### 4. **Service Level Agreement (SLA) for Converged Connection Types**

- 4.0 **On-Net and Off-Net Sites:** Converged Connections may be provisioned in one of two ways; (i) via a direct connection from the Customer Site to a Global Crossing IP PoP (“On-Net”), or (ii) via a Global Crossing partner network over a Network to Network Interface (“Off-Net”). Variations in SLA parameters for On-Net and Off-Net locations are noted throughout these terms and conditions. Customer acknowledges that Global Crossing uses subcontractors in the provision of Off-Net Service.
- 4.1 **End-to-End Service Availability for IPVPN and DIA Converged Connection Types**
- 4.1.1 **Commitment:** Global Crossing guarantees End-to-End Service Availability for On-Net and Off-Net Sites per calendar month in accordance with Table A below.

**Table A**

	Dual VPN Ports (Note 1)	Single VPN Port	Dual DIA Ports (Note 1)	Single DIA Port	
On-Net Sites globally, except LATAM Tier 2 On-Net PoPs	No MNS	100%	≥ 99.999%	100%	≥ 99.9%
	‘Platinum’ MNS	100%	n/a (Note 2)	100%	n/a
	‘Gold’ MNS	(Note 10) ≥ 99.99% >99.95%	n/a	99.99%	n/a
	‘Silver’ MNS	n/a	≥ 99.9%	n/a	≥ 99.9%
On-Net LATAM Tier 2 On-Net POPs (Note 3)	100%	≥ 99.8%	100%	≥ 99.8%	
On-Net Sites served by DSL Access (Note 4)	≥ 99.9%	≥ 99.9%	≥ 99.9%	≥ 99.9%	
On-Net Sites served by Etherextend Flex Access (Note 4)	100%	≥ 99.9%	100%	≥ 99.9%	
Off-Net Sites in Canada	100%	≥ 99.95%	n/a (Note 2)	n/a	
Off-Net Sites in China	≥ 99.95% (Note 5) / ≥ 99.9% (Note 6)	≥ 99.95% (Note 5) / ≥ 99.9% (Note 6)	≥ 99.5% (Note 7)	≥ 99.50% (Note 7)	
Off-Net Sites in India (Tier 1 Cities) (Note 8)	≥ 99.999%	≥ 99.9%	≥ 99.9%	≥ 99.9%	
Off-Net Sites in India (Tier 2 Cities)	≥ 99.5%	≥ 99.5%	≥ 99.5%	≥ 99.5%	
Off-Net Sites in South Africa	≥ 99.8%	≥ 99.8%	n/a	n/a	
Off-Net Sites in the Middle East (Note 9)	n/a	99.0%	n/a	n/a	



The guarantees above do not apply to IP VPN or DIA ports served by radio, microwave or satellite based local access circuits. The SLAs in Table A for Off-Net Sites apply regardless of whether or not MNS service is provided at the applicable Customer Site.

**Table B**

Guarantee	Maximum Service Unavailability
100%	0 minutes of Service Unavailability
99.999%	< 26 seconds of Service Unavailability
99.99%	< 4 minutes of Service Unavailability
99.95%	< 23 minutes of Service Unavailability
99.90%	< 43 minutes of Service Unavailability
99.80%	< 87 minutes of Service Unavailability
99.50%	< 223 minutes of Service Unavailability

Note 1: This guarantee applies only to a fully-redundant configuration: two diverse ports provisioned on separate routers, served by separate and physically diverse local access circuits.

Note 2: In this table, 'n/a' indicates that this configuration is not available.

Note 3: Latin American Tier 1 On-Net POPs are those in Buenos Aires, Caracas, Mexico City, Panama City, Santiago, and Sao Paulo. All others in Latin America are Tier 2 On-Net POPs. All POPs in the Caribbean region are Tier 2 On-Net.

Note 4: This guarantee applies regardless of whether the port is managed or unmanaged.

Note 5: Applies to Premium Plus CoS.

Note 6: Applies to Basic Plus and Enhanced Plus CoS.

Note 7: This is a target only, not a guarantee, and no credits apply for failure to achieve this metric.

Note 8: India Tier I Cities are: Dehli, Mumbai, Chennai, Bangalore, Hyderabad, Gurgaon, Pune and Cochin, all others are Tier 2.

Note 9: This is a target only, not a guarantee, and no credits apply for failure to achieve this metric. Off-Net Sites are those in Bahrain, Qatar, Saudi Arabia and the United Arab Emirates.

Note 10: Where both the primary and secondary local access circuits are fixed (as described in section 3.1.10 above), the SLA applying is 99.99%, otherwise the SLA applying is 99.95%

4.1.2 **Definition & Measurement:** For IP VPN Converged Connection Type, “End-to-End Service Availability” is defined as the ability of the Customer to deliver IP packets, from each individual Customer Site, into their Global Crossing VPN configuration via the Global Crossing VPN edge router port(s); provided, however, that Global Crossing is providing the local loop. For DIA Converged Connection Type, “End-to-End Service Availability” is defined as the ability of the Customer to deliver IP packets from each individual Customer Site into the Global Crossing Network via the Global Crossing internet access router port(s) ); provided, however, that Global Crossing is providing the local loop.

The demarcation points for End-to-End Service Availability are as follows:

MNS On-Site coverage option applying	Site served by Global Crossing provided local access circuit	Demarcation point for End-to-End Service Availability
7x24, Four Hour Response	Yes	Managed Device but all periods of Service Unavailability caused by inside wiring / cabling between the MPOE (Minimum Point of Entry) in Customer's Telco Closet or Telco Room and the Managed Device are excluded for the purposes of the SLAs set out in this Section 4).
7x24, Four Hour Response	No	Managed Device, BUT all periods of Service Unavailability caused by (i) customer provided local access circuits and (ii) inside wiring / cabling between the MPOE in Customer's Telco Closet or Telco Room and the Managed Device, are excluded for the purposes of the SLAs set out in this Section 4.
5x9 Next Business Day Response or No MNS	Yes	The point of interface of the local access circuit at the MPOE in Customer's Telco Closet or Telco Room on Customer's premises.
5x9 Next Business Day Response or No MNS	No	The Customer interface on the Global Crossing edge router.

“Service Unavailability” is defined as (i) periods during which the Converged Connection Type is unavailable or (ii) periods referred to in Sections 4.3.4, 4.4.4, 4.5.4 and 4.6.4 below. Service Unavailability is calculated from trouble ticket timestamps in accordance with the following formula:

$$\text{Service Unavailability} = (\text{Total Time Open} - \text{Monitoring Time} - \text{Customer Time})$$

‘Total Time Open’ is the period of time from when Global Crossing opens a trouble ticket upon observing a trouble condition or following the report of a problem by the Customer, until the time that the ticket is closed.

'Monitoring Time' is the length of time a trouble ticket remains open, following notification to Customer by Global Crossing that service has been restored and is operating in accordance with agreed specifications, without any response from Customer, up to a maximum of 24 (twenty-four) hours.

'Customer Time' is all period(s) during which, following the opening of a trouble ticket, Global Crossing is unable to take remedial action due to Customer-controlled conditions; such as failure or delay in providing access to Customer facilities, failing to provide responses to Global Crossing inquiries or failing to take remedial action in relation to Customer controlled equipment requested by Global Crossing. Customer Time shall not include any Monitoring Time as defined above.

For Scheduled Maintenance which will result in a service outage, Global Crossing will give the Customer at least ten (10) days advanced written notice of such outage and the planned duration of the outage. Any periods beyond the advised time for which such an outage continues, will be considered periods of Service Unavailability for the purpose of this Section 4.

For Scheduled Emergency Maintenance which will result in a service outage, Global Crossing will give the Customer as much advance written notice as is reasonably practical including the planned duration of the outage. Any periods beyond the advised time for which such an outage continues, will be considered periods of Service Unavailability for the purpose of this Section 4.

- 4.1.3 **Service Availability Credits:** For the first two hour period (or part thereof) of Service Unavailability in excess of the parameters in the applicable table in Section 4.1.1 above, and for each successive one hour period or part thereof, Customer will be entitled to a credit of (a) ten per cent (10.0%) of the applicable MRC (defined in Section 2.1.1 or 2.2.1 as applicable) for the applicable month for all affected customer ports plus (b) ten per cent (10.0%) of the applicable MRC for MNS (defined in Section 3.1.3) provided in respect of those ports.
- 4.1.4 **Chronic Outages:** If an individual port (because of an outage in either the circuit/port, the relevant Global Crossing provided local access circuit or the Global Crossing Managed Device at Sites covered by 7x24, Four Hour Response) experiences either: (i) a single period of Service Unavailability in excess of twenty four hours in any calendar month, (ii) three or more periods of Service Unavailability of eight hours or longer over the course of a rolling six month period, or (iii) fifteen separate periods of Service Unavailability (of any duration) within a calendar month, Customer may terminate the affected circuit without penalty provided that written notice of termination is provided to Global Crossing within fifteen days of the event giving rise to the termination right under this Section. This section 4.1.4 applies only to ports provided at On-Net locations as defined in Section 4.0.
- 4.1.5 If either (i) the number of IP VPN ports terminated by Customer under Section 4.1.4 above exceeds twenty-five percent (25%) of the total number of IP VPN ports of that specific port type in service for Customer, or (ii) the aggregate MRCs for IP VPN ports terminated by Customer under that Section exceeds fifty percent (50%) of the MRCs for all IP VPN ports in service for Customer, then, Customer may, upon thirty (30) days written notice, terminate (a) all of its IP VPN Service and (b) all related MNS provided at the applicable locations, without any further liability to Global Crossing other than payment for Services provided by Global Crossing to Customer prior to the effective date of the termination.
- 4.1.6 **Hub Sites:** For IP VPN Service only, Customer may opt to designate one or more Customer Sites critical to their VPN / business operations as 'Hub Sites'. Hub Sites must be (i) provisioned with a fully-redundant configuration, that is, two diverse ports served by separate and physically diverse local access circuits and (ii) either unsupported by Global Crossing MNS or supported by Platinum MNS. Provided that Customer has provided Global Crossing with a network diagram identifying (a) its Hub Sites and (b) 'Spoke Sites' mapped to each of those Hub Sites, then for the purposes of this Section 4, any periods for which a Hub Site experiences Service Unavailability shall also be deemed to be periods of Service Unavailability for the Spoke Sites mapped to that Hub Site. This section 4.1.6 applies only to ports provided at On-Net locations as defined in Section 4.0.

#### 4.2 **Service Availability for Global Crossing arranged Third Party Internet Access Converged Connection Type**

- 4.2.1 **Commitment:** Global Crossing guarantees monthly Service Availability for Third Party Internet Access of 98.0% (<14.9 hours of total Service Unavailability).
- 4.2.2 **Definition & Measurement:** For Third Party Internet Access Converged Connection Type; (i) Service Availability is defined as the ability of Customer to deliver IP packets, from each individual Customer Site, into their Global Crossing VPN configuration via the Global Crossing Remote VPN Access Gateway and (ii) Service

Unavailability is defined as periods during which Third Party Internet Access Converged Connection Type is unavailable. Service Unavailability is calculated from trouble ticket timestamps in accordance with the following formula:

$$\text{Service Unavailability} = (\text{Total Time Open} - \text{Monitoring Time} - \text{Customer Time}).$$

In this formula, Total Time Open, Monitoring Time and Customer Time have the meanings given to those terms in Section 4.1.2 above.

4.2.3 **Credit:** For the first two hour period (or part thereof) of Service Unavailability in excess of 14.9 hours, and for each successive one hour period or part thereof, Customer will be entitled to a credit of (a) ten per cent (10.0%) of the applicable MRC for the applicable month. For the purpose of this Section, 'MRC' means the agreed monthly recurring charge for the Third Party Internet Access provided to the Customer which is the subject of the credit claim.

4.2.4 **No other SLA:** The availability guarantee provided for in this Section 4.2 is the only SLA applying to Third Party Internet Access; no other SLAs in these terms and conditions apply to Third Party Internet Access.

#### 4.3 End-to-End Latency for IP VPN Converged Connection Type

4.3.1 **Commitment:** Global Crossing guarantees an average (in a calendar month) roundtrip end-to-end latency between Customer Site pairs connected to the Global Crossing IP VPN Network as set out in the table available via Global Crossing's uCommand™ customer portal.

4.3.2 **Definition & Measurement:** End-to-end Latency is measured between Customer WAN Interfaces at two Customer Sites using Global Crossing's network management system and is the sole and conclusive measurement for the purpose of this guarantee. Unless specifically stated otherwise in the Latency table mentioned above, for Customer Sites served by DSL, latency is measured between the GC POPs where NNI connections with the third party DSL provider terminate to the Customer WAN Interfaces at any other Customer sites. This end-to-end latency commitment only applies between Customer Sites at which ASEs (described in Section 5 below) are installed and operating; if ASEs are not installed, latency is measured between Global Crossing edge routers on a PoP to PoP basis only.

4.3.3 **Credit:** If the actual monthly average roundtrip latency for Customer's IP VPN Converged Connection Types exceeds the guaranteed parameters for any given Site pairing, Customer will be entitled to a credit of (a) ten per cent (10.0%) of the applicable MRC (defined in Section 2.1.1 or 2.2.1 as applicable) for the applicable month for all affected customer ports plus (b) ten per cent (10.0%) of the applicable MRC for MNS (defined in Section 3.1.2) provided in respect of those ports.

4.3.4 **Excessive Service Degradation:** If, at any time, the Service experiences latency greater than two times the applicable threshold above for a sustained period of two hours or more, the time for which that latency is experienced shall be considered a period of Service Unavailability for the purposes of Sections 4.1.2 through 4.1.5 above, entitling the customer to the applicable remedies provided for in those Sections in lieu of a credit under Section 4.3.3. This section 4.3.4 applies only to ports provided at On-Net locations as defined in Section 4.0.

#### 4.4 Latency for DIA Converged Connection Type

4.4.1 **Commitment:** Global Crossing guarantees average (in a calendar month) roundtrip latency between the Internet access routers on the Global Crossing IP Network of no more than the latency figures in the table below:

Route	Average Latency
Within the Asia Network [Intra-Asia]	≤ 110 ms
Within the European Network [Intra-Europe]	≤ 35 ms
Within the North American Network [Intra-N. America] *	≤ 50 ms
Within the LATAM Network [Intra-LATAM, excluding Mexico City]	≤ 120 ms
Asian Network to European Network	≤ 345 ms**
Asian Network to North American Network	≤ 185 ms**
Asian Network to LATAM Network [excluding Mexico City]	≤ 315 ms**

European Network to North American Network	≤ 80 ms**
European Network to LATAM Network [excl. Mexico City]	≤ 210 ms**
North American Network to LATAM Network [excl. Mexico City]	≤ 140 ms**

\*Add 90ms from/to the Mexico IP Hub

\*\* Plus the applicable latency parameter for the region in which the applicable Customer Site is located

- 4.4.2 **Definition & Measurement:** Latency is measured between Global Crossing edge routers on an aggregate regional basis and does not apply to local access circuits. Latency is measured using Global Crossing's network management system and is the sole and conclusive measurement for the purpose of this guarantee.
- 4.4.3 **Credit:** If the actual monthly average roundtrip latency of the Service exceeds the parameters above, Customer will be entitled to a credit of (a) ten per cent (10.0%) of the applicable MRC (defined in Section 2.1.1 or 2.2.1 as applicable) for the applicable month for all affected customer ports plus (b) ten per cent (10.0%) of the applicable MRC for MNS (defined in Section 3.1.2) provided in respect of those ports.
- 4.4.4 **Excessive Service Degradation:** If, at any time, the Service experiences latency greater than (a) three times the applicable threshold above in the case of intra-regional latency metrics or (b) two times the applicable threshold above in the case of inter-regional latency metrics, in either case for a sustained period of two hours or more, the time for which that latency is experienced shall be considered a period of Service Unavailability for the purposes of Sections 4.1.2 through 4.1.5 above, entitling the customer to the applicable remedies provided for in those Sections in lieu of a credit under Section 4.4.3. This Section 4.4.4 applies only to ports provided at On-Net Sites.
- 4.5 **Packet Delivery for IP VPN and DIA Converged Connection Types**
- 4.5.1 **Commitment:** Global Crossing guarantees average (in a calendar month) successful packet delivery in accordance with the parameters identified in the table below for the selected class of service.

	IP VPN – Premium / Premium Plus CoS	IP VPN – Enhanced / Enhanced Plus CoS	IP VPN – Basic / Basic Plus CoS	DIA
<b>On-Net Sites globally, except LATAM Tier 2 On-Net PoPs</b>	Premium Plus: ≥ 99.999% Premium: ≥ 99.995%	Enhanced Plus: ≥ 99.99% Enhanced: ≥ 99.95%	≥ 99.9%	≥ 99.9%
<b>On-Net LATAM Tier 2 POPs (Note 1)</b>	≥ 99.9%	≥ 99.8%	≥ 99.5%	n/a
<b>On-Net Sites served by Etherextend Flex Access</b>	≥ 99.9%	≥ 99.5%	≥ 99.0%	n/a
<b>Off-Net – Canada</b>	≥ 99.95%	≥ 99.9%	≥ 99.5%	n/a
<b>Off-Net – China</b>	≥ 99.95%	≥ 99.9%	≥ 99.9%	No SLA
<b>Off-Net – India - Tier 1 Cities (Note 2)</b>	≥ 99.9%	≥ 99.5%	≥ 99.0%	≥ 99.9%
<b>Off-Net - India –Tier II Cities</b>	≥ 99.5%	≥ 99.0%	No SLA	≥ 99.5%
<b>Off-Net - South Africa</b>	≥ 99.9%	≥ 99.5%	≥ 99.0%	n/a
<b>Off-Net – Middle East (Note 3)</b>	n/a	n/a	≥ 99.0%	n/a

Note 1: Latin American Tier 1 On-Net POPs are those in Buenos Aires, Caracas, Mexico City, Panama City, Santiago, and Sao Paulo. All others in Latin America are Tier 2 On-Net POPs. All POPs in the Caribbean region are Tier 2 On-Net.

Note 2: India Tier I Cities are: Dehli, Mumbai, Chennai, Bangalore, Hyderabad, Gurgoan, Pune and Cochin, all others are Tier 2.

Note 3: This is a target only, not a guarantee, and no credits apply for failure to achieve this metric. Off-Net Sites are those in Bahrain, Qatar, Saudi Arabia and the United Arab Emirates.

- 4.5.2 **Definition & Measurement:** For the DIA Converged Connection Type, packet delivery is defined as the success rate for delivery of packets between two edge routers on the Global Crossing IP Network. For the IP VPN Converged Connection Type, packet delivery is defined as the success rate for delivery of packets between Customer Site pairs connected to the Global Crossing IP VPN Network. For Customer Sites at which ASEs (described in Section 5 below) are installed and operating; packet delivery is measured from Customer Site to Customer Site; if ASEs are not installed, packet delivery is measured from the applicable Global Crossing PoP

only. For Customer Sites served by DSL, performance is measured only between Global Crossing POPs and does not include performance on third party DSL provider networks.

- 4.5.3 **Credit:** If the actual monthly average packet delivery fails to meet the applicable parameter above, Customer will be entitled to a credit of (a) ten per cent (10.0%) of the applicable MRC (defined in Section 2.1.1 or 2.2.1 as applicable) for the applicable month for all affected customer ports plus (b) ten per cent (10.0%) of the applicable MRC for MNS (defined in Section 3.1.2) provided in respect of those ports.
- 4.5.4 **Excessive Service Degradation:** If, at any time, either (i) IP VPN Service experiences packet delivery below 99.9% for Premium Plus CoS, 99.5% for Premium CoS or 99.0% for Enhanced Plus CoS , 98.5% for Enhanced CoS for a sustained period of two hours or more, or (ii) Basic, Basic Plus CoS or DIA Service experience packet delivery below 95.0% globally, periods for which such reduced packet delivery is experienced shall be considered periods of Service Unavailability for the purposes of Sections 4.1.2 through 4.1.5 above, entitling the customer to the applicable remedies provided for in those Sections in lieu of a credit under Section 4.5.3. This provision does not apply (i) to IP VPN or DIA Services provided on partner networks, or (ii) in the case of IP VPN Service with Premium or Premium Plus CoS, where the drop in packet delivery arises as a result of Customer sending more Premium or Premium Plus Class traffic than allocated / specified for the applicable IP VPN port(s). This Section 4.5.4 applies only to ports provided at On-Net Sites as defined in Section 4.0.

#### 4.6 **Jitter for IP VPN and DIA Converged Connection Type**

- 4.6.1 **Commitment:** Global Crossing commits to an inter-packet differential delay or “jitter” in accordance with the parameters identified in the table below for the selected class of service.

	IP VPN – Premium / Premium Plus CoS	IP VPN – Enhanced / Enhanced Plus CoS	IP VPN – Basic / Basic Plus CoS & DIA
<b>On-Net Locations globally, except LATAM Tier 2 On-Net PoPs</b>	≤ 3ms	<10ms	≤ 25ms
<b>On-Net LATAM Tier 2 POPs (Note 1)</b>	≤ 20ms	≤ 30ms	No SLA
<b>On-Net Sites served by Etherextend Flex Access</b>	≤ 10ms	≤ 20ms	No SLA
<b>Off-Net – Canada</b>	≤ 10ms	≤ 20ms	No SLA
<b>Off-Net – China</b>	≤ 10ms	≤ 20ms	No SLA
<b>Off-Net - India - Tier 1 Cities (Note 2)</b>	≤ 15ms	≤ 30ms	No SLA
<b>Off-Net - India Tier II Cities</b>	≤ 25ms	≤ 35ms	No SLA
<b>Off-Net - South Africa</b>	≤ 15ms	≤ 30ms	No SLA
<b>Off-Net – Middle East</b>	No SLA	No SLA	No SLA

Note 1: Latin American Tier 1 On-Net POPs are those in Buenos Aires, Caracas, Mexico City, Panama City, Santiago, and Sao Paulo. All others in Latin America are Tier 2 On-Net POPs. All POPs in the Caribbean region are Tier 2 On-Net.

Note 2: India Tier I Cities are: Dehli, Mumbai, Chennai, Bangalore, Hyderabad, Gurgoan, Pune and Cochin, all others are Tier 2.

- 4.6.2 **Definition & Measurement:** Jitter (or inter-packet differential delay) is defined as the delay between packets in their deviation or displacement as they traverse the Global Crossing IP Network. Jitter is measured between Global Crossing edge routers on a PoP to PoP basis only. For Customer Sites served by DSL local access, performance is measured only between Global Crossing POPs and does not include performance on third party DSL provider networks.
- 4.6.3 **Credit:** If the actual monthly average jitter on the Global Crossing IP Network exceeds the parameters above, Customer will be entitled to a credit of (a) ten per cent (10.0%) of the applicable MRC (defined in Section 2.1.1 or 2.2.1 as applicable) for the applicable month for all affected customer ports plus (b) ten per cent (10.0%) of the applicable MRC for MNS (defined in Section 3.1.3) provided in respect of those ports.
- 4.6.4 **Excessive Service Degradation:** If, at any time, the Service experiences jitter greater than two times the applicable threshold above for a sustained period of two hours or more, the time for which that jitter is experienced shall be considered a period of Service Unavailability for the purposes of Sections 4.1.2 through 4.1.5 above, entitling the customer to the applicable remedies provided for in those Sections in lieu of a credit

under Section 4.6.3. This provision does not apply (i) to DIA Service, (ii) to Basic CoS IP VPN Service, or (iii) to IP VPN Services provided on partner networks. This Section 4.6.4 applies only to ports provided at On-Net Locations as defined in Section 4.0.

#### 4.7 **Time to Restore.**

4.7.1 **Commitment:** For IPVPN and DIA Converged Connection Types, Global Crossing commits to restoring service Availability within the parameters set out in the table below. This commitment does not apply to IP VPN or DIA ports in India that are provisioned in Tier II POPs or to Third Party Internet Access.

Configuration	Guarantee
On-Net Sites served by dedicated local access circuits (except DSL local access circuits)	4 Hours Time to Restore (“TTR”)
On-Net Sites served by DSL local access circuits in the United Kingdom,	24 Hours Mean Time to Restore (“MTTR”)
On-Net Sites served by DSL local access circuits in the , France, Germany, the Netherlands and Belgium	4 Hours MTTR
On-Net Sites served by Etherextend Flex local access circuits	6 Hours MTTR
On-Net Sites served by DSL local access circuits in the United States	24 Hours MTTR
On-Net Sites served by DSL local access circuits in any countries not otherwise identified above	8 Hours MTTR
LATAM On-Net Tier 2 POPs	4 Hours MTTR
Off-Net Sites	4 Hours MTTR
Sites supported by End-of-Support Customer Equipment	Next Business Day
Off-Net Sites – Middle East	No SLA

4.7.2 **Measurement:** Time to Restore is measured from the time that the applicable trouble ticket is opened, and is subject to the Service Availability calculation methodology specified in 4.1.2. Mean Time To Restore is calculated by dividing the cumulative time of Service Unavailability for a specific port in a month by the total number of trouble tickets opened for the Customer for that port in that month.

4.7.3 **Credit:** If the TTR or MTTR (as applicable) parameter in the above table is exceeded, Customer will be entitled to a credit of (a) ten per cent (10.0%) of the applicable MRC (defined in Section 2.1.1 or 2.2.1 as applicable) for the applicable month for all affected customer ports plus (b) ten per cent (10.0%) of the applicable MRC for MNS (defined in Section 3.1.2) provided in respect of those ports.

#### 4.8 **Installation of IP VPN / DIA Converged Connection Type Ports**

##### 4.8.1 **Commitment:**

- (a) For IP VPN and DIA Converged Connection Type ports ordered by customer at On-Net locations where no new local access circuit(s) or MNS are ordered, Global Crossing guarantees that the applicable IP VPN / DIA Converged Connection Type port will be installed within five business days of acceptance of order by Global Crossing.
- (b) For IP VPN and DIA Converged Connection Type ports ordered by customer at On-Net or Off-Net locations where Customer is also ordering local access circuit(s) directly from third party providers, Global Crossing guarantees that the applicable IP VPN / DIA Converged Connection Type port will be installed within five business days of notification by Customer that the Customer arranged local access circuit has been installed.
- (c) For IP VPN and DIA Converged Connection Type ports ordered by customer at On-Net or Off-Net locations where Customer is also ordering (i) local access circuit(s) from Global Crossing and/or (ii) Managed Network Services from Global Crossing, Global Crossing will communicate a Ready for Service Date to Customer for each such location following acceptance of Customer’s Order, and Global Crossing guarantees that the applicable IP VPN / DIA Converged Connection Type port will be installed on that Ready for Service Date.

4.8.2 **Definition & Measurement:** The installation guarantee excludes testing and circumstances where Customer is not ready to receive or use the Service or is not ready for interconnection of local access facilities at the Customer Interface. IP VPN and DIA Converged Connection Type ports are installed by Global Crossing during

normal business hours, that is between 08:30 and 17:30 local time Monday to Fridays, excluding local bank and other public holidays. Installations carried out, at Customer's request, during periods outside those times may incur additional charges.

- 4.8.3 **Credit:** If Global Crossing does not install ports within the time period specified above, the Customer will be entitled to the credit shown in the table below:

Number of Calendar Days exceeded	Credit applying for On-Net Sites	Credit applying for Off-Net Sites
1-7	100% of Installation Charge invoiced to Customer*	10% of first month's MRC for ports delivered late.
8-14	100% of Installation Charge invoiced to Customer plus 5% of first month's MRC for ports delivered late.*	20% of first month's MRC for ports delivered late.
15-30	100% of Installation Charge invoiced to Customer plus 10% of first month's MRC for ports delivered late.*	30% of first month's MRC for ports delivered late.
Greater than 30	100% of Installation Charge invoiced to Customer* plus 50% of first month's MRC for ports delivered late. Alternatively, Customer may, by written notice to Global Crossing, cancel its order for the applicable port (and any related local access circuit) without penalty.	50% of first month's MRC for ports delivered late.

\* This 100% credit is applied only to the port installation charge, and not to the local access circuit installation charge (if any). Credits for late delivery will not apply if the completed Service order is modified after its acceptance by Global Crossing or where the Customer site connection on a Global Crossing owned city ring or Metro Network has not been fully completed.

## 5. Proactive Notification (IP VPN Converged Connection Type only)

- 5.1 For each Customer location where IPVPN Converged Connection Type ports are provided, unless otherwise directed by Customer, Global Crossing will (for the term for which the underlying IPVPN Converged Connection Type port is provided) provide basic Applications Performance Management by way of an inline Analysis Service Element ("ASE") for use in connection with the Service. Where ASEs are provided, Global Crossing will provide real-time automated proactive notification via email of certain SLA and general performance conditions related to IP VPN Converged Connection Type ports. Any subsequent agreed upgrade in port size will result in the installation of a matching ASE, for which an additional charge may be incurred based on then current rates. Customer acknowledges that Global Crossing may use subcontractors for the provision and installation of some or all elements of this Service feature. Advanced Application Performance Management service features may be ordered (at additional cost) by Customer. Advanced Application Performance Management service features provide near real-time information for live monitoring and historical data for analysis and reporting on all network traffic end-to-end, including advanced statistics on latency, jitter and packet loss, as well as general utilization. The provision of Advanced Applications Performance Management service features is subject to the Specific Service Terms and SLA conditions for Application Performance Management services set out at [www.globalcrossing.net/terms](http://www.globalcrossing.net/terms).
- 5.2 Implementation and Installation. The Order Form(s) for the Service will designate (i) the number and bandwidth of ASEs to be provided and (ii) Customer's contact name, telephone number, fax number, and shipping and billing addresses for the locations at which ASE's are to be installed. On acceptance of Order, Global Crossing will work with the Customer to develop a comprehensive work plan to deliver and install ASEs. Packaging and means of shipment of ASEs will be determined by Global Crossing. Global Crossing will bear all shipping costs. Installation of ASEs is carried out in accordance with the applicable terms relating to the installation of Managed Devices set out in Section 3.1.5, except in circumstances where the parties agree that Customer will install ASEs itself. Global Crossing shall retain title to ASEs installed at Customer's premises and ASE's shall be subject to the use restrictions which apply to Managed Devices set out in Section 3.1.2 above. On termination of the Service for any reason, Customer will ship ASEs back to Global Crossing or, at its option, make ASEs available for collection by Global Crossing, in which case a de-install fee will be payable by Customer. Customer agrees that completion of installation of IPVPN or DIA Converged Connection Type Ports (and/or local access circuits ordered in connection with those ports) shall not be conditional upon installation of ASEs for the purposes of the installation guarantee in Section 4.8 above and/or for purposes of billing commencement,

- 5.3 In the event of the failure of an ASE, Global Crossing will remotely troubleshoot the issue to establish if an ASE needs to be repaired or replaced. Global Crossing or its agent will contact the Customer's designated contact person to assist with troubleshooting, and, if necessary, will dispatch an engineer to repair or replace the faulty ASE. Faulty ASEs will be repaired or replaced within three (3) Business Days of determining that an ASE requires repair or replacement.
- 5.4 As part of this Service feature, Global Crossing will provide Customer with access to its uCommand web based portal via which Customer may review limited reports and data collated by ASEs. In order to use the system, Customer will be required to download and install a Java software application from the Applications Performance Management section of uCommand. For the purposes of these terms and conditions, "Software" includes (a) the Java software application referred to in this Section, (b) any other software supplied to Customer on disks, diskettes, on-line, and/or as part of the ASEs provided to Customer, (c) any modifications, enhancements and/or upgrades to and/or replacements of such software and (d) any documentation provided in connection with such software. Subject to the terms of this Section 5, Global Crossing grants Customer a royalty-free, non-exclusive, non-transferable, limited license right, solely for so long as ASEs are provided to Customer as part of the Service, to use the Software in accordance with the terms of this Section 5. Customer acknowledges that the Software contains the valuable trade secrets of Global Crossing and its suppliers, and Customer agrees not to cause or permit the reverse engineering, translation, disassembly, or decompilation of, or otherwise to attempt to derive the source code of, such Software, whether in whole or in part, except to the extent that laws in Customer's jurisdiction give Customer the right to do so to obtain information necessary to enable the Software to interoperate with other software; provided that Customer must first notify Global Crossing of its desire to reverse engineer the Software, and Global Crossing may, in its discretion, either provide such interoperation information to Customer or impose reasonable terms and conditions on such use of the Software to ensure that Global Crossing's and its suppliers' proprietary rights are protected. Customer will not use, reproduce, modify, prepare derivative works of, distribute, sublicense, loan, sell, or otherwise transfer the Software in any manner or for any purpose except as expressly permitted in these terms and conditions.
- 5.5 As between Global Crossing and the Customer, Global Crossing and/or its suppliers will retain all title, copyright and other proprietary rights in and to ASEs and the Software. All rights in and to the foregoing not expressly granted to Customer in these terms and conditions are reserved to Global Crossing and its suppliers. In particular, but without limiting the generality of the foregoing, no right to or license in the source code for the Software is granted hereunder. Customer will not obfuscate, alter, or remove any copyright, trademark, or other proprietary notice or legend on or in the Software. Other than Global Crossing's representations with respect to the non infringement of third party intellectual property rights set forth in the Master Agreement, the Software is provided 'as is' and without any warranty of any kind, either express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.
- 5.6 Notification will be provided for the following conditions:
- Unavailability of IPVPN Converged Connection Type,
  - Excessive Latency within the parameters of Section 4.2.4 above,
  - High Port Utilization (greater than 80% or 90% port utilization),
  - High class of service (CoS) utilization (greater than 80% or 90% CoS utilization), and
  - Failure of power supply to the ASE.

As a condition of receiving these notifications, Customers must provide and maintain a current email address for delivery of notifications provided under this Section.

## **6. Global Crossing Service Applications**

- 6.1 The table below sets out availability of each Global Crossing Service Application in connection with the three available Converged Connection Types described above.

Service Application	Converged Connection Type		
	IPVPN	DIA	Third Party Internet Access & Public Internet
IP VPN	Available	Available*	Available*
DIA	Available	Available	Not Available
VoIP – Outbound	Available**	Available	Available
VoIP – Local Service	Available**	Available	Available
VoIP – Toll Free	Available**	Available	Available
VoIP – On-Net Plus	Available**	Available	Available
IP Videoconferencing	Available	Available	Available



Audio Conferencing	Available***	Available***	Available***
Web Conferencing	Not Available	Available	Available

\*Available via Remote VPN Access Service

\*\* Requires Premium CoS at each IP VPN port

\*\*\* Available as a feature of VoIP – On-Net Plus and VoIP-Outbound

- 6.2 **IP VPN Service:** IP VPN Service provides the ability to transport data between two or more Customer Sites via the Global Crossing VPN Network, in a secure environment at designated speeds in accordance with the CoS option(s) (described in Section 2.1 above) selected by Customer at each IP VPN Converged Connection Type port.
- 6.2.1 The following optional features are available for IP VPN Service:
- 6.2.2 **SIA Service:** Provides customers a low-cost and highly secure method of accessing the Internet. SIA is implemented on a secured gateway (“**SIA Gateway**”) and facilitates Internet browsing outwards from within the IP VPN. If Customer selects SIA, the applicable Order Form shall specify the amount of bandwidth requested to be dedicated for this capability on one or more of Global Crossing’s secure gateways up to a maximum of 45 mbps per port. In addition to the SLA applying for the underlying IP VPN Converged Connection Type Global Crossing guarantees monthly SIA Service Availability of 99.9% (<44 minutes of total Service Unavailability) where Service Availability means the ability of the Customer to send data packets through the SIA Gateway and across the Global Crossing IP Network. For SIA Service Unavailability in excess of 44 minutes, Global Crossing will credit the Customer in accordance with Section 4.1.3 above. For the purpose of this Section, ‘MRC’ means the agreed monthly recurring charge for dedicated bandwidth amount on the SIA Gateway requested by the Customer. Global Crossing commits to configuring SIA Service for Customer within thirty (30) days of acceptance of Customer’s Order.
- 6.2.3 **Remote VPN Access:** Enables IP VPN Customers to set up a network connection and establish a secure tunnel across the Public Internet between their remote location and their IP VPN network, via configuration and deployment of Global Crossing provided software clients or the deployment of managed routers. In addition to the SLA applying for the underlying IP VPN Converged Connection Type, Global Crossing guarantees monthly Service Availability for Remote VPN Access Service of 99.9% (<44 minutes of total Service Unavailability) where Service Availability means the ability of the Customer to access their secure VPN environment through the Global Crossing Remote VPN Access Gateway. For Remote VPN Access Service Unavailability in excess of 44 minutes, Global Crossing will credit the Customer in accordance with Section 4.1.3 above. For the purpose of this Section, ‘MRC’ means the agreed monthly recurring charge for dedicated bandwidth amount on the Remote VPN Access Gateway requested by the Customer. Global Crossing commits to configuring Remote VPN Access Service for Customer within thirty (30) days of acceptance of Customer’s Order.
- 6.2.4 **Remote VPN Access with Hosted Radius Service:** If this option is selected by Customer, Global Crossing will provide end user authentication for Remote VPN Access (Mobility) and Dial IP access in Global Crossing’s Network servers. End user configuration is performed by the Customer through secure, private access to these servers via Global Crossing’s uCommand web based portal. Global Crossing guarantees availability of 99.99% for the authentication servers used in connection with the Hosted Radius Service Option
- 6.2.5 **Mobile IP Connect:** Global Crossing Mobile IP Connect™ Service provides customers with the ability to access the Internet from different geographic locations via more than 40,000 dial in numbers, and broadband access points (including Wi-Fi hotspots) operated or provided by Global Crossing’s supplier, iPass, Inc and/or its affiliates. Use of this service in conjunction with Global Crossing IP VPN Service facilitates connections to Customer’s corporate network from these locations. The provision of Global Crossing Mobile IP Connect™ Service is subject to the specific service terms and conditions for the service set out at [www.globalcrossing.net/terms](http://www.globalcrossing.net/terms).
- 6.2.6 **RTP Header-Compression / Compressed RTP (CRTP):** This is method for decreasing the size of Voice over IP (VoIP) packet headers to reduce the bandwidth consumed. Additional charges apply to the provision of this service feature (if ordered), as set out in the Order Form for the Service
- 6.2.7 **Multicast VPN:** This service feature facilitates the simultaneous delivery of information from a single sender to multiple receivers across the VPN network. Additional charges apply to the provision of this service feature (if ordered), as set out in the Order Form for the Service.
- 6.3 **Dedicated Internet Access (DIA):** DIA provides Tier 1 Global Internet Access service via connection at designated speeds into Global Crossing’s IP Network at Global Crossing Points of Presence (POPs).

- 6.3.1 The following optional features are available in connection with DIA Service; additional charges apply to the provision of these service features (if ordered), as set out in the Order Form for the Service.
- Multicast: This service feature facilitates the simultaneous delivery of information from a single sender to multiple receivers across the IP network.
  - Domain Name Registration – registration of domain names for Customer.
  - Domain Name Transfer – submission of requests to the registrar to transfer a Customer’s domain name to Global Crossing.
  - Primary DNS - hosting of Customer domain names by Global Crossing, all of customer’s DNS traffic will be sent to Global Crossing
  - Secondary DNS - Global Crossing is used as a backup for the customer’s DNS traffic, if the customer’s primary host, goes down, all of Customer’s DNS traffic is temporarily re-routed to Global Crossing’s DNS servers.
  - IP Addressing – assignment of Customer’s requested number of IP addresses.
  - Mirapoint Email - for small mailbox Customers, can be accessed via POP or IMAP, optionally using SSL encryption for security.
  - Store and Forward – Global Crossing will store undeliverable Email and attempt to re-deliver.
- 6.4 The SLA applying to the provision of IP VPN and DIA Service (as set out in Section 4 above) is dependant upon the underlying Converged Connection Type selected by the Customer at each Customer Site. If the Converged Connection Type is a VPN or DIA port, the terms in Section 4.0 above apply. If the Converged Connection Type is third-party Internet access or public Internet, no SLA, excepting any SLA specified for such Service in Section 4.2, above, will be applied to VPN or DIA Services provisioned on that port.
- 6.5 **Global Crossing Enterprise VoIP Services:** Global Crossing Enterprise VoIP Outbound Service™, Global Crossing Enterprise VoIP Local Service™ and Global Crossing Enterprise VoIP Toll Free Service™ provide packetized interconnection for access, transport and termination of voice traffic over Global Crossing’s IP Network. The provision of Global Crossing Enterprise VoIP Services is subject to the specific service terms and conditions for those services set out at [www.globalcrossing.net/terms](http://www.globalcrossing.net/terms)
- 6.6 **IP Collaboration Services: Video, Audio & Web Conferencing:** IP Videoconferencing Service provides secure access to Global Crossing’s videoconferencing hosting facilities for bridging of enhanced video services. Audio conferencing provides access to the Global Crossing reservationless audio conferencing service / Ready Access via Outbound VoIP (as described above). Web conferencing provides access to Global Crossing’s suite of web conferencing services that are ordered in conjunction with Ready Access. The provision of Global Crossing Collaboration Services is subject to the specific service terms and conditions for those services set out at [www.globalcrossing.net/terms](http://www.globalcrossing.net/terms).

## 7. **General terms and exclusions applying to SLAs**

- 7.1 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.
- 7.2 If an incident affects the performance of the Service and results in a period of Service Unavailability, entitling Customer to one or more credits under different SLA parameters, only the single highest credit applying in respect of that incident will be applied PROVIDED that this does not apply to any additional credit entitlement which may apply under Sections 4.6 or 4.7 (MTTR / TTR).
- 7.3 In no event will SLA credits in any calendar month exceed 100% of the total MRCs payable by Customer for the applicable Converged Connection Type or Service Application (as applicable) in that month.
- 7.4 All approved SLA credits for a given month will be totaled and applied to Customer’s next following invoice for the Service, or as promptly thereafter as is practical in the event of a dispute. SLA credits must be requested within 30 calendar days of the end of the month in which entitlement to an SLA credit arose.
- 7.5 SLAs apply to newly installed services and to Service reconfigurations requested by Customer commencing on the next calendar day following (i) the Service Commencement Date or (ii) completion of the Service reconfiguration, as applicable.
- 7.6 SLA credits and/or termination rights provided for in these terms and conditions are Customer’s exclusive remedies with respect to items covered in these terms and conditions.

- 7.7 SLA credits are not payable on the basis of incomplete or inaccurate reporting of compliance with SLA metrics caused by inaccurate or incomplete configuration information provided by Customer.
- 7.8 Except where specifically provided for in these terms and conditions, no service level guarantees apply to Customer traffic while it is being carried / transmitted on third party networks
- 7.9 No SLA credit shall apply to the failure of the Service to comply with an SLA, or to any period of Service Unavailability, caused, in whole or part, by any of the following:
  - a failure of Customer’s premises equipment or equipment of a Customer’s vendor (not covered by MNS);
  - power failure at the Customer’s premises;
  - a failure in local access facilities connecting the Customer to Global Crossing’s network which are not provided by Global Crossing, unless otherwise specified;
  - force majeure events as defined under the Master Agreement;
  - 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 provide Global Crossing adequate access to facilities for testing, (ii) failing to provide access to Customer premises as reasonably required by Global Crossing (or its agents) to enable Global Crossing to comply with its obligations regarding the Service, (iii) failing to take any remedial action in relation to a Service 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 SLAs;
  - customer’s negligence or willful misconduct, which may include Customer’s failure to follow agreed-upon procedures;
  - Over delivery of traffic to individual IP VPN or DIA ports which either exceeds the bandwidth for individual CoS allocations or attempts to exceed the overall bandwidth available for the applicable port,
  - Subject to Section 4.1.2 above, any scheduled maintenance periods when Customer has been informed of such maintenance, and emergency maintenance; or
  - 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.

**8. Media Converters**

8.1 If requested by Customer and agreed to by Global Crossing in each instance, Global Crossing will facilitate the connection of media (CAT5 to Fiber) converters ("Media Converters") to Customer's IP VPN or DIA ports at Global Crossing premises. Media Converters shall be provided by Customer and connected at Customer's sole risk. Global Crossing shall have no obligations to maintain and/or replace Media Converters, which shall be the sole responsibility of Customer. Customer understands and acknowledges that access by Customer or its agents to Global Crossing facilities for the purpose of installation, maintenance and/or replacement of Media Converters shall be at Global Crossing's sole discretion and shall be subject to Global Crossing's access and security policies and procedures at the premises concerned. Customer shall be responsible for, and shall indemnify Global Crossing against, any and all damage caused to Global Crossing equipment and/or premises arising out of the connection of Customer's Media Converters at Global Crossing premises.

<b>CUSTOMER</b>	<b>GLOBAL CROSSING</b>
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

Full Customer Name: \_\_\_\_\_ Master Agreement Reference No. \_\_\_\_\_