Global Crossing®

SERVICE TERMS AND SLA FOR GLOBAL CROSSING IP VPN SERVICE

Global Crossing IP VPN Service. These are the service terms and service level agreement for Global Crossing's IP VPN Service ("The Service") which apply to IP VPN Services provided by Global Crossing, in addition to the terms of any Master Services Agreement, Retail Customer Agreement, Carrier Services 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 Service

1.1 **Service Description** Global Crossing IP VPN Service provides connectivity through the Global Crossing Network at designated speeds, subject to availability at individual Global Crossing IP VPN Service™ access points, thus enabling the customer to transport data among two or more customer designated and connected locations, or if selected, to and from the Internet. Local access circuits are not part of the Global Crossing IP Network. The Order Form(s) for the Service shall designate the following elements of the Service to be provided to Customer: (i) Service speed, (ii) POP or POPs at which Customer will access the Global Crossing IP VPN Network (iii) local access circuit requirements (if any), (iv) Service Type, (v) pricing, (vi) length of Initial Term, (vii) QOS level for each class of traffic at each port and (viii) optional services, if any (including Internet Access, and Global Crossing Managed Services).

1.2 Service is provided over Global Crossing's IP VPN backbone network ("IP VPN Network") which utilizes a variety of transport technologies including, but not limited to, Multi-protocol label switching (MPLS), ATM and Frame Relay where required.

1.3 **Charges:** Three billing options are available for the Service: (i) "Flat-Rate", (ii) "Usage", and (iii) "Committed with Usage". (For Service provided in Asia, only the Flat Rate billing option is available).

(a)   *"Flat-Rate"* is the provision of an IP VPN port at an agreed aggregate bandwidth level for a fixed recurring Monthly Port Rental charge ("MPR Charge"). In addition to the MPR Charge, the Customer shall select a committed amount of bandwidth connectivity (the "Commitment") for each QOS level at each port. A fixed recurring Monthly Commitment Charge, at the agreed upon per megabit rate, shall be payable for each such Commitment at each port (the "Commitment Charge").

(b)   *"Usage"* is the provision of an IP VPN port at an agreed aggregate bandwidth level for a fixed recurring MPR Charge, with a reserved amount of bandwidth for each QOS level is selected by Customer at each port (the "Bandwidth Reservation"). In addition to the MPR Charge, usage of each port within each Bandwidth Reservation shall be payable by Customer at the agreed per megabit rate (the "Usage Charge").

(c)   *"Commitment with Usage"* is the provision of an IP VPN port at an agreed aggregate bandwidth level for a fixed recurring MPR Charge, with a committed amount of bandwidth for each QOS level selected by Customer at each port (the "Committed Bandwidth Amount"). A fixed recurring Commitment Charge, shall be payable for each such Committed Bandwidth Amount. In addition to the MPR Charge, the Commitment Charge, usage of each port within each Bandwidth Reservation shall be payable by Customer at the agreed upon per megabit rate.

Summary of Charges:

Service Type	Charges
Flat-Rate	• Monthly Port Rental Charge or ("MPR Charge") • Commitment Charge • Non-recurring Installation Charge (if applicable)
Usage	• Monthly Port Rental Charge or ("MPR Charge") • Usage Charge • Non-recurring Installation Charge (if applicable)
Commitment with Usage	• Monthly Port Rental Charge or ("MPR Charge") • Commitment Charge • Usage Charge • Non-recurring Installation Charge (if applicable)
Flat-Rate, Usage or Commitment with Usage WITH local access circuits.	As above, plus Local Access circuit charges as set out on the Order Form.
Charges for Managed Services	• Monthly Recurring Charge per Managed Device • Non-recurring Installation Charge (if applicable) • Lifecycle Charges (per section 3 below)
Charges for optional service features (if any)	As per Order Form

1.4 The MPR Charge, Commitment Charge, and charges for Managed Services (if any), are collectively referred to as the "<u>Monthly Recurring Charge</u>" or "<u>MRC</u>". The MRC, together with any charges for local access circuits ordered by Customer from Global Crossing, are payable monthly in advance and commence on the Service Commencement Date. Installation Charges (if any) are payable on the Service Commencement Date.

1.5 Usage Charges, as detailed above, are payable monthly in arrears, calculated as follows for each QOS level selected by Customer within each port: 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 ("<u>Inbound Traffic</u>"). 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 "<u>Usage Amount</u>"). The Usage Charge for each billing cycle for each QOS level selected by Customer at each port shall be the Usage Amount multiplied by the per megabit rate agreed with the Customer.

2   Managed Services

2.1 Global Crossing's Managed Services ("<u>GCMS</u>") is an optional set of services that include design and engineering, implementation management, network management, and life cycle management. In addition, GCMS supports (a) customer procured equipment, or (b) Global Crossing procured equipment where Global Crossing rents equipment to the Customer. The provision of GCMS incurs additional charges over and above charges for the underlying IPVPN Service, details of which will be set out in a separate Order Form for GCMS.

2.2 The GCMS 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).

2.3 Global Crossing may utilize contractors or subcontractors to provide GCMS.

2.4 <u>Customer Procured Equipment</u>: If Customer chooses to to provide its own equipment, the Customer shall provide a detailed list of Customer equipment ("<u>Customer Equipment</u>") to be covered by GCMS. 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 ("<u>Non-Eligible Equipment</u>") 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 the Service 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 this appendix shall 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 the Service.

2.5 <u>Design and Engineering</u>. 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 equipment, software, interfaces, and memory required to support the Customer's requirements as communicated during the sales cycle.

2.6 <u>Implementation and Installation</u>. Global Crossing will work with the Customer to develop a comprehensive work plan to implement and install the network including transport and Managed Devices.

2.6.1   Global Crossing is responsible for the following activities for network implementation and installation:

- Providing up to date project milestones install dates and project timeline.
- Shipping (if Global Crossing provided equipment) and installation of Equipment
- Removal of equipment out of the boxes, replacement of packing material back into each empty box it arrived in and stacking of boxes.
- For Global Crossing procured equipment, comparing the Equipment on site with the bill of materials and making any discrepancies known to the Customer contact person.
- Connecting Equipment to WAN access and any installed dial backup Terminal Adapters.
- Insuring installed Equipment is accessible in-band and out-of-band by management center.
- Ordering and installing all dial backup (including ISDN circuits) that are part of the agreed solution for the Services in connection with Global Crossing IP VPN Service provided within the United Kingdom (the "<u>UK</u>").

2.6.2   Prior to installation, the Customer is responsible for the following activities for network implementation and installation:

- Providing contact information for each location where service is being turned up.
- Providing access at site for installation/implementation at scheduled times. Ensuring that appropriate contact personnel are on-site and available for installation.
- Ensuring that the equipment meets agreed upon design including: configuration, fault management, and is free of physical defects (for Customer provided equipment)
- Ensuring use of all necessary power distribution boxes, conduits, grounding, surge and lightning protection and associated hardware. Power outlets must be within four feet/ 1 meter of the equipment to be installed
- Ensuring all required inside wiring is in place. Making any necessary building alterations to meet wiring and any other site requirements.
- Ensuring that Managed Device placement is within six feet/two meters of the telecommunications access demarcation point. 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.
- 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.
- Ensuring environmental requirements meet equipment manufacturer's requirements

- 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.
- Configuring Customer's voice equipment used in connection with VoIP services, if ordered. Connecting Managed Devices to LAN access. Connecting Managed Devices to customer voice equipment for VoIP access.
- Retaining original packing lists and providing a copy of the packing list to the Global Crossing designated installer.

2.6.3   <u>Out of Band Management Modems:</u> Where Customer requests, and Global Crossing agrees to provide, out of band management modems, the following additional terms shall apply:

- Customer shall be responsible for (i) ensuring that out of band management modem 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 in each case 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 Service 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 out of band management 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.
- The modem for out of band management provided by Global Crossing is the MultiModemZBA by MultiTech, which will be provided by Global Crossing unless Customer already has a suitable out of band modem acceptable to Global Crossing.

2.6.4   Installation 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 in the following table. If installation is unsuccessful due to an installation requirement of the Customer or End-User, then the Customer will be charged for a Faulty Truck Roll, as outlined in the following table. This includes, but is not limited to, (i) Faulty Designs, where the Customer orders incorrect equipment or software, (ii) Site Not Ready, where the site does not have the proper power, LAN equipment, or equipment racks, or (iii) No Access, where the technician is not able to gain access to the installation area.

2.6.5   Global Crossing installs GCMS 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 ("<u>Out of Hours</u>"), may incur additional charges as indicated on the Order Form.

2.7 <u>Network &Fault Management</u>: 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. 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:

- Isolation and resolution of all logical faults to determine if the problem is with software, hardware or the network.
- Emergency fixes and software updates.

2.8 <u>Configuration Management:</u> 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:

- Configuring routers for Customer.
- Maintaining database of logical configuration, physical configurations and software specification.
- Perform emergency re-loads.
- Providing configuration in-band to re-configure routers for lifecycle Moves/Adds/Changes/Deletes (MACD) or upgrades (additional charges may apply).
- Keeping routers within three integer digits of the latest generally available integer digit software release supportable.

2.9 <u>Equipment Maintenance</u>: Global Crossing provides on-site Managed Device maintenance and repair once the 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):

- 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 and, where applicable, Voice interface connectivity) have been diagnosed and ruled out as the source of the reported fault.

2.10 <u>Life-cycle charges</u> – These charges are based on the region in which the activity occurs and are as follows:

	North America	Europe	Asia Pacific	South America
Router Disconnect (Within term)	$600	$700	$850	$1050
Move Router Site (Within Building/Site)	$500	$600	$750	$950
Move Router Site (Between Buildings / Sites)	$ 1100	$1300	$1600	$2000
Upgrade Router Model	$1000	$1200	$1500	$1900
Add/Delete Router Boards	$500	$600	$750	$950
Activation of LAN/WAN Port	$50	$50	$50	$50
Configuration Change (Logical)	$ 50	$50	$50	$50
Faulty Truck Roll *	$500	$600	$750	$950
Ad-Hoc Engineering (per two-hour block of time)	$500	$600	$750	$950

* A faulty truck roll occurs when a field engineer is dispatched to Customer premises in response to a fault, and that field engineer determines that the fault is or was not caused by any fault or failing in the Managed Device.

2.11 GCMS Service Levels: The following service level options are available for GCMS:

- **Silver GCMS Service**: Silver GCMS Service is provided via a single Managed Device at Customer's Site, connected to the Global Crossing Network with a single fixed link.
- **Gold GCMS Service**: Gold GCMS Service is provided via a single Managed Device with an ISDN backup circuit from the remote site to the Customer's hub site as a backup connection to the Global Crossing Network. Gold GCMS Service is also available for Global Crossing IP VPN Service via a single Managed Device with a Global Crossing provided DSL IP VPN connection as a backup to the primary IP VPN connection.

- **Platinum GCMS Service:** Platinum GCMS Service is provided via dual Managed Devices installed in separate rooms on the Customer's Site with dual diverse tail (local access) circuits into the Global Crossing IP VPN Network. The Network shall provide diverse POP locations.

3   Service Level Agreements (SLAs)

3.1 **End-to-End Service Availability**

(a) **Commitment:** Global Crossing guarantees End-to-End Service Availability per calendar month in accordance with the table below.

	VPN Port Configuration			
	Dual VPN Ports*	**Single VPN Port**		
GCMS Service Level	**Served by Global Crossing or Customer provided SONET / SDH based local access circuits.**	**Served by Global Crossing provided SONET / SDH based local access circuits.**	**Served by Global Crossing provided DSL based local access circuits.**	**Served by Customer arranged local access circuits****
No GCMS	100% (0 minutes Service Unavailability)**	99.999% (< 26 seconds of Service Unavailability)	99.80% (< 87 minutes of Service Unavailability)	99.999% (<26 seconds of Service Unavailability)**
Platinum ***	100% (0 minutes Service Unavailability)**	N/A	N/A	N/A
Gold ***	N/A	99.99% (< 4.32 minutes of Service Unavailability)	99.85% (< 65 minutes of Service Unavailability)	99.99% (< 4.32 minutes of Service Unavailability)**
Silver ***	N/A	99.80% (< 87 minutes of Service Unavailability)	99.80% (< 87 minutes of Service Unavailability)	99.80% (< 87 minutes of Service Unavailability)**

Notes: *   Fully-redundant configuration where two diverse ports are provided at different GC PoPs
**   Where local access circuits are arranged by Customer and not provided by Global Crossing, all periods of Service Unavailability caused by those local access circuits are excluded for the purposes of the SLAs set out in this section.
***   For ports at locations covered by 24x7 managed services only

Regarding Partner Networks:

For IPVPN ports in India: Service Availability commitment (regardless of GCMS Service Level) is (i) 99.999% for redundant IP VPN ports with diverse local access circuits to Tier I PoPs (Dehli, Mumbai, Chennai, Bangalore, Hyderabad, Gurgoan, Pune & Cochin), (ii) 99.9% for single IP VPN ports to Tier I PoPs, and (iii) 99.5% for all other IP VPN ports in India.
For IPVPN ports in South Africa, Service Availability commitment is 99.8% regardless of (i) nature of local access circuits provided (if any) and (ii) type of managed service provided (if any).

(b) **Measurement:** End-to-End Service Availability is defined as the ability of the Customer at each of its sites in the Customer's IP VPN configuration, to exchange packets with one or more other sites within the customers IP VPN configuration via the Global Crossing IP VPN port(s). "Service Unavailability" is defined as periods during which (i) the Service is unavailable and periods referred to in sections 3.2(d), 3.3(d) and 3.4(d) below. Service Unavailability is measured from the time (a) that the Customer reports Service Unavailability to Global Crossing, and Global Crossing opens a trouble ticket, until the time (b) that Global Crossing advises the Customer that the Service is restored and operating in accordance with agreed specifications, and Global Crossing closes the trouble ticket. Any periods of time during which a trouble ticket is kept open at Customer's request following notification by Global

Crossing that Service has been restored, is not included in measuring the duration of Service Unavailability.

(c) **Service Availability Credits:** For the first two hour period (or part thereof) of Service Unavailability in excess of the parameters above, Global Crossing will credit the Customer ten per cent (10.0%) of the applicable MRC for the applicable month for all affected customer ports. For each successive one hour period or (part thereof) of Service Unavailability in excess of that two hour period, Global Crossing will credit the Customer five per cent (5.0%) of the applicable MRC for the applicable month for all affected customer ports.

(d) **Chronic Outages:** If an individual circuit experiences either: (i) a single period of Service Unavailability in excess of twenty four hours in any calendar month (excluding Managed Devices covered by 5x9, Next Business Day Response), (ii) three or more periods of Service Unavailability of eight hours or longer over the course of a rolling six month period (excluding Managed Devices covered by 5x9, Next Business Day Response), 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.

(e) If either (i) the number of circuits terminated by Customer under the previous section exceeds twenty-five percent (25%) of the total number of IP VPN circuits in service for Customer, or (ii) the aggregate MRCs of the circuits terminated by Customer under that section exceeds fifty percent (50%) of the MRCs for all IP VPN circuits in service for Customer, then, Customer may terminate all of its IP VPN Services upon thirty (30) days written notice 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

3.2 **Latency**

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

Description	Average Roundtrip Latency (milliseconds)
Trans -Atlantic (London/Amsterdam – New York)	≤ 95 ms
Intra - United Kingdom	≤ 25 ms
European network	≤ 45 ms
North American Network*	≤ 65 ms
Pacific (Tokyo – Sacramento, CA)	≤ 150 ms
Sydney - US West (Sacramento, CA)	≤ 270 ms
Sydney – Asia (Tokyo)	≤ 200 ms
Asia – US West (Sacramento, CA)	≤ 210 ms
South America (Buenos Aires, Sao Paolo, Miami)	≤ 170 ms
Intra - Asia **	≤ 140 ms
Intra-India (Tier I PoPs)	≤ 70 ms
Intra- India (Tier II PoPs)	≤ 150 ms
Hong Kong – India (Tier I PoPs)	≤ 140 ms
London – India (Tier I PoPs)	≤ 190 ms
New York – South Africa	≤ 295 ms
London – South Africa	≤ 230 ms
Intra – South Africa	≤ 80 ms

*   Add 90ms from/to the Mexico IP Hub
**   "Intra-Asia" means Hong Kong, Kuala Lumpur, Manila, Taipei, Tokyo, Seoul and Singapore, and excludes Australia.

(b) **Definition & Measurement:** Latency is measured between access and egress ports on the Global Crossing IP VPN Network (PR Router) 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.

(c) **Credit:** If the actual monthly average roundtrip latency of the Service exceeds the parameters above, Global Crossing will credit the Customer ten per cent (10.0%) of the applicable IP VPN and GCMS MRC(s) for the applicable month for the affected port(s).

(d) **Excessive Service Degradation:** If, at any time, the Service experiences latency greater than three 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 Section 2.1 above entitling the customer to the applicable credit provided for in that section in lieu of a credit under this section 2.2.

3.3 **Packet Delivery**

(a) **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.

QOS Level	Packet Delivery (per site pair)	Packet Delivery India Tier I PoPs	Packet Delivery India Tier II PoPs	Packet Delivery South Africa
Basic	≥ 99.9%	≥ 99.0%	N/A	≥ 99.0%
Enhanced	≥ 99.99%	≥ 99.5%	≥ 99.0%	≥ 99.5%
Premium	≥ 99.999%	≥ 99.9%	≥ 99.5%	≥ 99.9%

(b) **Definition:** Packet delivery is defined as the successful delivery of packets between any two Customer ports on the Global Crossing IP VPN Network transiting the Global Crossing IP VPN Network (PR Routers).

(c) **Credit:** If the actual monthly average packet delivery on the Global Crossing IP VPN Network fails to meet the applicable parameter above, Global Crossing will credit the Customer ten per cent (10.0%) of the applicable IP VPN and GCMS MRC(s) for the applicable month for the affected port(s).

(d) **Excessive Service Degradation:** If, at any time, the Service experiences packet delivery below 99.9% (ninety nine point nine percent) for Premium QoS or 99.0% (ninety nine percent) for Enhanced QoS for a sustained period of two hours or more, the period for which such reduced packet delivery is experienced shall be considered a period of Service Unavailability for the purposes of Section 2.1 above entitling the customer to the applicable credit provided for in that section in lieu of a credit under this section 2.3. This provision does not apply (i) to Basic QoS Service, (ii) to VPN Services provided on partner networks, or (iii) where the drop in packet delivery arises as a result of Customer sending more Premium Class traffic than allocated in total (Committed plus Reserved) on any given port(s).

3.4 **Jitter**

(a) **Commitment:** Global Crossing commits to an inter-packet differential delay or "Jitter" for transmissions between any two Customer ports on the Global Crossing IP VPN Network (PR Routers) within the Customer's VPN in accordance with the parameters below.

QOS Level	Jitter Average (per site pair)	Jitter Average India Tier I PoPs	Jitter Average India Tier II PoPs	Jitter Average South Africa
Basic	N/A	N/A	N/A	N/A
Enhanced	≤ 15ms	≤ 30ms	≤35ms	≤ 30ms
Premium	≤ 5ms	≤ 20ms	≤ 25ms	≤ 15ms

(b) **Definition:** 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 VPN network.

(c) **Credit:** If the actual monthly average jitter on the Global Crossing IP VPN Network exceeds the parameters set out above in a given month, Global Crossing will credit the Customer ten per cent (10.0%) of the IP VPN and GCMS MRC(s) for the applicable month for affected port(s).

(d) **Excessive Service Degradation:** If, at any time, the Service experiences jitter greater than three 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 Section 2.1 above entitling the customer to the applicable credit provided for in that section in lieu of a credit under this section 2.4. This provision does not apply to Basic QoS Service, nor to VPN Services provided on partner networks.

3.5 **Mean Time to Restore**

(a) **Commitment:** Global Crossing commits to an aggregate average mean time to restore ("MTTR") not to exceed four (4) hours in any billing month. This commitment does not apply to ports in India that are provisioned in Tier II PoPs, to services provisioned via DSL access, or to GCMS Routers that are not on a 7x24, Four Hour Response. The standard MTTR for DSL access is 24 hours.

(b) **Measurement:** The aggregate average monthly MTTR is calculated by dividing the cumulative time of Service Unavailability in a month by the total number of trouble tickets opened for the Customer in that month**.**

(c) **Credit:** If the aggregate average MTTR for a given month exceeds four (4) hours, Global Crossing will issue a credit equal to ten percent (10%) of the total IP VPN and GCMS MRC(s) for the applicable month for the affected port(s) identified in the trouble ticket(s).

3.6 **Installation of IP VPN Ports (Excluding India)**

(a) **Commitment:** Global Crossing guarantees that IP VPN ports ordered by customer and accepted by Global Crossing will be installed within five business days of the applicable local access circuit being installed and ready for service.

(b) **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.

(c) **Credit:** If Global Crossing does not provision an IP VPN service within the time period specified above, Global Crossing will credit customer in accordance with the following table:

Number of Calendar Days exceeded	Credit
1-7	100% of IP VPN Installation Charge invoiced to Customer
8-14	100% of IP VPN Installation Charge invoiced to Customer plus 5% of first month's MRC for ports delivered late.
15-30	100% of IP VPN Installation Charge invoiced to Customer plus 10% of first month's MRC for ports delivered late.
Greater than 30	100% of IP VPN Installation Charge invoiced to Customer plus 50% of first month's MRC for ports delivered late.

Credits for late delivery will not apply if the completed Service order is modified after its original completion or where the Customer site connection on a Global Crossing owned city ring or Metro Network has not been fully completed.

3.7 **Installation of IP VPN Ports in India**

(a) **Commitment:** Global Crossing guarantees that IP VPN ports ordered by Customer and accepted by Global Crossing will be installed by the Ready For Service date agreed with the Customer (the "RFS Date". Additionally, Global Crossing guarantees Customer will be provided at least 7 (seven) days advance notice in the event the RFS date will not be met.

(b) **Definition and 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.

(c) **Credit:** If Global Crossing does not provision an IP VPN port in India within the time frame specified above, Global Crossing will credit Customer 3.33% (three point thirty-three percent) of the MRC for any affected port(s) for each day the port(s) is/are not in service. Additionally, if Global Crossing is responsible for a delay and fails to notify Customer at least seven calendar days before the RFS Date that the port will not be installed by that date, Global Crossing will credit Customer 3% (three percent) of the NRC for any affected port(s) for each day the port(s) is/are not in service, up to a maximum of the non recurring charge charged to Customer at each applicable site.

(d) **Cancellation Right:** In the event Global Crossing has not provisioned an IP VPN port in India within 30 (thirty) calendar days of the RFS date, Customer may either (i) cancel its order for the applicable port(s), or (ii) continue to claim the daily credit above until the port is provisioned.

3.8 **General terms applying to SLAs**

(a) SLA credits are not applied to usage charges or to any third party local access circuit charges passed through to the Customer.
(b) 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.
(c) If an incident affects the performance of the Service and results in a period of Network Unavailability and/or or 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.
(d) In no event will SLA credits in any calendar month exceed 100% of the total MRCs payable by Customer for the Service in that month.
(e) As a condition of entitlement to SLA credits, Customer shall cooperate with Global Crossing in addressing any reported Service problems.
(f) SLA credits are applied only upon Customer's written request, which must be submitted within 15 business days of the end of the month in which entitlement to an SLA credit arose
(g) All approved SLA credits claimed by Customer 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.
(h) 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.
(i) The SLAs above apply only in respect of service that is provisioned on Global Crossing's Network, unless otherwise specified, and, where applicable, to local access circuits provided by Global Crossing via third party providers.
(j) SLA credits provided for in these terms and conditions are Customer's exclusive remedy with respect to items covered in these terms and conditions.

3.9 **Exclusions**

No SLA credit shall apply to the failure of the Service to comply with an SLA, or to any period of Network or Service Unavailability, caused, in whole or part, by any of the following:

(a) a failure of Customer's premises equipment or equipment of a Customer's vendor, other than routers being supported under Global Crossing Managed Services or On-Site Support ;

(b) a failure in local access facilities connecting the Customer to Global Crossing's network which are <u>not</u> provided by Global Crossing, unless otherwise specified;

(c) force majeure events as defined under the Master Agreement;

(d) 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;

(e) customer's negligence or willful misconduct, which may include Customer's failure to follow agreed-upon procedures;

(f) any scheduled maintenance periods when Customer has been informed of such maintenance, and emergency maintenance; or

(g) 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.

4.   <u>Miscellaneous</u>

4.1 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 ("<u>Media Converters</u>") to Customer's IP VPN 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.