



SPECIFIC TERMS FOR GLOBAL CROSSING MOBILE DATA SERVICE

Global Crossing Mobile Data Service. These are the service terms for Global Crossing's Mobile Data Service ("Mobile Data Service") which may be provided in conjunction with Global Crossing Mobile IP Connect Service™. These terms and conditions apply to the provision of Mobile Data Service in addition to the terms of any Master Services Agreement, Retail Customer Agreement or other Global Crossing master agreement (in either case a "Master Agreement") executed by the Customer and Global Crossing.

Initial capitalized terms not defined in Section 9 below or otherwise in the body of these terms and conditions shall have the meanings given to them in the Master Agreement and/or in the Service Terms for Global Crossing Mobile IP Connect Service™.

1. Description of Service

- 1.1 Service Description. Mobile Data Service is a wireless Internet service enabling Users to access the Internet, intranets, email, attachments, and business applications with portable computer devices. Mobile Data Service is available with the Client Software at average speeds in most service locations of 60-80 kbps and bursts up to 144 kbps, and in some major metropolitan areas with average speeds of 400 to 700 kbps. Charges for Mobile Data Service will be set out in a Service Order Form. Mobile Data Service is not provided on a standalone basis and is available only in conjunction with the provision of Global Crossing Mobile IP Connect Service™.
- 1.2 Global Crossing right to modify business practices. The use of Mobile Data Service is subject to all applicable procedures, policies and business practices of Global Crossing and its suppliers of which Customer has notice. These procedures, policies and business practices may be modified or changed at any time upon written notice to Customer. If the change in such procedures, policies or business practices is materially adverse to Customer, Customer may terminate Mobile Data Service within thirty (30) days after receipt of such notice by providing thirty (30) days prior written notice of termination to Global Crossing. If Global Crossing does not receive such written notice within the thirty (30) day period, Customer shall be deemed to have accepted such changes.
- 1.3 Privacy and Security. Customer acknowledges that neither Global Crossing nor its suppliers can guarantee the privacy or security of any transmission, including conversations, utilizing data transmitted through the use of the Mobile Data Service.
- 1.4 Restrictions on Use. Customer shall not, and shall not permit the use of, Mobile Data Service for voice or SMS communications. If an End User utilizes the Mobile Data Service for voice or SMS communications, Global Crossing will invoice Customer any applicable charges, will immediately terminate or suspend service, and will provide notice to Customer of such termination or suspension. Mobile Data Service may not be used: (1) for uploading, downloading or streaming of movies, music or games; (2) with Web camera posts or broadcasts, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine application; or (3) as a substitute or backup for private lines or dedicated data connections. Data sessions automatically terminate after two hours of inactivity unless used with a Mobile IP-capable device. Global Crossing and its suppliers reserve the right to limit throughput or amount of data transferred, deny or terminate service, without notice, to any User who uses Mobile Data Service in any manner prohibited above or whose usage adversely impacts the mobile data network.
- 1.5 No rights in MDN. Except as provided by law, Customer acknowledges that neither it nor any End User shall acquire any proprietary interest in the MDN assigned by Global Crossing for their use in connection with Mobile Data Service. Global Crossing's suppliers shall have no liability whatsoever for Customer's or End Users' losses, claims or damages for any cause whatsoever, including, but not limited to, any failure or disruption of the Mobile Data Service provided hereunder, regardless of the form of action, whether in contract or in tort or otherwise. Customer shall not be deemed a third-party beneficiary of any contract(s) between Global Crossing and its suppliers.

2. Mobile Data Cards

- 2.1 In order for End Users to utilize Mobile Data Service, Customer must purchase a Mobile Data Card from Global Crossing and activate such Mobile Data Cards with Global Crossing. Prices for Mobile Data Cards purchased from Global Crossing will be set out in the Service Order Form. The supported Mobile Data Cards for Mobile Data Service-CDMA-U.S is the Sierra Wireless™ AC580; for other regions, the Supported Data Cards are mentioned below. Global Crossing disclaims all warranties, express or implied, including warranties of merchantability or fitness for a particular use or purpose as to the performance or capabilities of Mobile Data Cards. Global Crossing assumes no responsibility or liability for the performance (or failure to perform) of any Customer or End User equipment or Mobile Data Cards used by End Users.
- 2.2 Customer's End Users must be operating Windows 2000, Windows XP Home, or Windows XP Professional, and Global Crossing Mobile IP Connect Client Software version 3.30 or higher software.
- 2.3 Customer acknowledges that Mobile Data Service is provided in a rapidly changing industry and technology and as such Global Crossing shall not be liable to Customer or to End Users if changes in any of the operations, equipment, procedures, or mobile data services of Global Crossing's suppliers: (a) render obsolete any Mobile Data Card or software provided by Customer to End Users in conjunction with Mobile Data Service; (b) require modification or alteration of such Mobile Data Cards, Customer equipment or software; or (c) otherwise affect the performance of such Mobile Data Cards, equipment or software. Global Crossing will use reasonable efforts to give thirty (30) days advance written notice to Customer of changes which Global Crossing reasonably anticipates will result in the conditions described in (a), (b) or (c).
- 2.4 Information about availability of Mobile Data Service is available may be found at <http://www.ipass.com/hotspots>. Customer acknowledges that if maps or any other descriptions or depictions are shown on the web pages, said maps, descriptions and/or depictions are only approximations of where the Service is available, and may not reflect actual Service availability. Customer agrees and acknowledges that the information regarding the Mobile Data Service footprint is provided to Customer strictly for informational and reference purposes and is subject to change without notice.
- 2.5 Pricing. Mobile Data Card prices are based upon the number of active Mobile Data Cards per Customer and the initial Service Term elected by Customer. Pricing for Mobile data Cards will be set out on the Order Form for Mobile Data Service. Customer's monthly service fees, as set out in the Order Form for Mobile data Services, are based upon the number of active Mobile Data Cards per month used by Customer. Global Crossing will invoice, and Customer will pay, the monthly service fee multiplied by the number of active Mobile Data Cards used by Customer each month. The monthly service fees set forth below are for unlimited data usage (subject to the use restrictions set out elsewhere in these terms and conditions). Mobile data Cards are provided for a minimum initial Service Term of twelve (12) months. Customer will be charged the monthly service fee for each active Mobile Data Card. Mobile Data Card pricing does not include shipping charges and taxes, which are also payable by Customer.
- 2.6 Shipping of Mobile data Cards: All deliveries of Mobile Data Cards to be provided to Customer as part of Mobile data Service will be made FOB Global Crossing' designated shipping point. Global Crossing will ship the Mobile Data Cards to either one Customer location or one End User location as indicated in the applicable Service Order. Global Crossing shall not be responsible for spotting, switching, demurrage or other transportation charges unless agreed in writing. Risk of loss, damage to and title to Mobile Data Cards shall pass upon delivery thereof to Customer's designated carrier (and if none designated, to the carrier designated by Global Crossing), FOB shipping point. Upon receipt of shipment, it shall be the responsibility of Customer to inspect the Mobile Data Cards and secure written acknowledgement from delivering carrier for any shortages, loss, damage or nonconformance. Customer shall notify Global Crossing in writing within ten days of receipt of any shipment of any shortages or defects in Mobile Data Cards delivered. Failing notification within ten days of delivery, the Mobile Data Cards shall be deemed accepted as delivered.
- 2.7 Invoicing and Activation. Mobile Data Cards purchased from Global Crossing are automatically activated by Global Crossing or its supplier upon delivery to Customer. Billing for mobile Data Cards commences upon activation. Global Crossing will invoice the full monthly service fee for Mobile Data Cards activated prior to the 15th of the month. For Mobile Data Cards activated on or after the 15th of a month billing will commence on the first day of the next full month thereafter. Global Crossing will not pro-rate or issue a credit for partial months of usage based upon the Mobile Data Service activation date. Customer is responsible for all charges incurred in connection with the use Mobile Data Cards activated for Customer, including all data sent and received and "Overhead" whether or not data is actually received by an End User. "Overhead" is all data that is in addition to

End User transmitted data, such as control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error.

- 2.8 **Calculation of usage:** Global Crossing shall charge Customer for Mobile Data Service in accordance with the following practices: (i) all data usage will be rounded to the nearest kilobyte on a monthly basis per MDN, (ii) all monetary charges will be rounded up to the nearest cent per month per MDN, (iii) each data session typically begins when an End User presses or clicks the "SEND" or "Connect" button for the data session at the user interface, and ends when an End User presses or clicks the "END" or "Disconnect" button, which may be a few seconds after the "END" or "Disconnect" button is pressed, or the session or call is otherwise disconnected.
- 2.9 **Call Detail Records.** Call Detail Records reflecting use of the Mobile Data Service will be available on or before the 5th day of the 2nd month following the month in which usage of the Mobile Data Service occurred. For example, connections made in month 1 will be available in Call Detail Records made available on or before the 5th day of month 3. Global Crossing reserves the right to modify the format used for reporting usage of the Mobile Data Service.
- 2.10 Customer acknowledges and agrees that Global Crossing may change, terminate, adjust, and/or modify, any and all of its rates, charges, fees, tables, charts, discounts, and/or the qualification requirements, if any, for Mobile Data Service upon not less than thirty (30) days written notice to Customer. If a change in rates, charges or fees is materially adverse to Customer, Customer may terminate its Mobile Data Service within thirty (30) days after receipt of such notice by providing thirty (30) days written notice to Global Crossing.

3. Service Level Agreement

- 3.1 Subject to the terms set forth herein, a credit allowance will be made, at Customer's request, in the form of a pro rata adjustment to the recurring charges billed by Global Crossing for any period of unavailability of Mobile Data Service in excess of twenty-four (24) consecutive hours (each such period, an "**Outage**"). This credit allowance is Customer's sole remedy in respect of Outages. Customer's request for credit must be received by Global Crossing within five (5) business days of the applicable Outage. The credit allowance for an Outage will be computed by dividing the duration of the Outage (measured in days from the time the interruption is reported to Global Crossing) by the number of days in the applicable month, and multiplying the result by the monthly recurring charges for that month for each MDN affected by the Outage(s). In no case shall the aggregate credits in a given month exceed the monthly recurring charges for Mobile Data Service for that month. No credit entitlement applies for Outages caused by the negligence or willful act of the Customer or End Users, by power outages, or for Outages caused by failure of equipment or services not provided by Global Crossing.

4. Other Terms

- 4.1 Customer shall not knowingly assist or participate in any fraudulent usage of the Mobile Data Service. Customer shall comply with and adhere to the Fraudulent Policy set out in Exhibit 1 (the "**Fraud Policy**"). Global Crossing reserves the right to modify the Fraud Policy at any time, upon written notice to Customer, and/or to introduce or implement fraud reduction activities / programs relating to the Mobile Data Service.
- 4.2 **Service Limitations and Limitation of Liability.** Customer acknowledges that unusual concentrations of data traffic may occur in certain locations. Global Crossing shall incur no liability for its inability to provide Mobile Data Service in any location where such failure is due to a lack of network capacity resulting from such usage concentration. Mobile Data Service is subject to transmission limitations caused by atmospheric and like conditions, and may be temporarily interrupted or curtailed due to government regulations, suspected fraudulent activities, network modifications, upgrades, relocations, repairs and similar activities. Mobile Data Service, although encrypted, are capable of being intercepted without knowledge of or permission from Global Crossing, Customer or an End User by unauthorized third parties. Customer expressly acknowledges and agrees that neither Global Crossing nor its suppliers shall have any liability (other than for SLA credits provided for above) for any failure, defects, malfunctions or errors in the Mobile Data Service
- 4.3 **Suspension of Service.** Global Crossing or its suppliers may suspend the Mobile Data Service to Customer or its End Users, or disconnect any SIM Card (including any number) in any of the following circumstances:
- (a) If Customer or one or more End Users interferes, permits or causes interference with any wireless communications network(s) used with Mobile Data Service, or with use of an MDM or SIM Card assigned to an End User, or uses the Mobile Data Service in violation of any of these terms and conditions;

- (b) if Global Crossing or its suppliers are obliged to take such action in order to comply with any statute, order, instruction or request of Government, an emergency services organisation, or other competent administrative or regulatory authority;
- (c) in the event that any Mobile Data Card being used by Customer or an End User infringes or is alleged to infringe (such allegation to be supported by prima facie evidence) the intellectual property rights of a third party in which case the right to suspend shall apply only to that Mobile Data Card; and
- (d) if Global Crossing's suppliers terminate access to their respective Networks for any reason.

Global Crossing will notify Customer promptly after suspending Mobile Data Service. In the event the suspension is caused by, or suspected to be caused by, an End User, Customer shall immediately require the End User to cease from engaging in such act(s) of interference. To the extent any prohibited conduct continues despite the above, Global Crossing shall have the right to discontinue the provision of Mobile Data Service to that End User or the MDM or SIM assigned thereto, and Global Crossing shall provide Customer with written notification of such discontinuance immediately thereafter. Customer shall assist Global Crossing in taking all actions necessary to prevent further interference. In the event of any such suspension / termination of Mobile Data Service under this provision, Global Crossing or its supplier(s) will route End Users to Global Crossing's customer service department or a recording in order to:

- (a) notify such End User that service has been suspended / terminated;
- (b) notify such End Users that their MDNs have been disconnected; and
- (c) advise such End Users that any requests regarding prior services and/or the disconnection should be directed to Customer.

- 4.4 Cancellation by Customer. Customer may terminate Mobile Data Service at any time on written notice to Global Crossing. If Global Crossing receives a termination notice at least ten (10) days prior to the end of a calendar month, the Mobile Data Service will terminate effective at the end of that month. If Global Crossing receives a termination notice with less than ten (10) days remaining in a month, the Mobile Data Service will terminate at the end of the next month following the month in which Global Crossing receives Customer's notice of termination. On termination of Mobile Data Service before the end of the initial minimum twelve month Service Term, either (a) by Customer other than pursuant to Customer's right to do so under the Master Agreement because of a breach by Global Crossing, or (b) by Global Crossing because of Customer's breach, Customer agrees to pay (i) any discounts previously provided to Customer off the purchase price of Mobile Data Cards provided to Customer by Global Crossing, and (ii) the monthly flat rate service fees for the remaining months of the initial twelve month term for each such Mobile Data Card. The early termination charges provided for in this section shall apply in lieu of any early termination charges provided for in the Master Agreement.

5. Additional Terms applying to Mobile Data Service provided in the Netherlands

- 5.1 The following additional terms shall apply to Mobile Data Service provided in the Netherlands ("NL Mobile Data Service")
- 5.2 NL Mobile Data Service uses the following technologies: GPRS or UMTS.
- 5.3 Except as provided by law, Customer acknowledges that neither it, nor any End User, shall acquire any proprietary interest in the phone number or SIM Card assigned by Global Crossing for its use in connection with NL Mobile Data Service. Customer shall not be deemed a third-party beneficiary of any contract between Global Crossing and its suppliers.
- 5.4 While using NL Mobile Data Service, Customer shall not access or modify any computer and/or related system of Global Crossing or its suppliers, and shall not knowingly permit any third party to do so. Any unauthorised access or modification to any of such systems by, or permitted by, Customer while using NL Mobile Data Service will result in access being denied to Customer and may result in prosecution or proceedings being brought under the relevant sections of the Dutch Computer Misuse Act 1990 or other applicable laws.
- 5.5 The Mobile Data Card supported for NL Mobile Data Service is the GT MAX 7.2 Ready #
- 5.6 Customer and End Users may use SIM Cards provided by Global Crossing only with equipment approved by the relevant Dutch and/or international authorities in accordance with the then existing national and international regulations, including but not limited to Directive 1999/5/EC (OJ EC 1999 L 91/10) and Directive 98/13/EC (OJ EC 1998 L74/1).

- 5.7 Customer acknowledges, and will inform its End Users, that NL Mobile Data Service is not intended to provide End Users with access to emergency services.
- 5.8 In addition to its other rights under these terms and conditions, Global Crossing shall have the right at any time without prior notice and without liability to suspend part or the whole of the provision of NL Mobile Data Service or any part thereof and/or to suspend any SIM Card (including any number) and/or suspend the provision of SIM Cards as necessary in circumstances which require immediately suspension due to the impact on the functioning of a mobile data network or in case of an emergency situation. After such suspension Global Crossing will inform Customer thereof as soon as practically possible given the specific circumstances. In situations which do not require a suspension of the NL Mobile Data Service with immediate effect, Global Crossing shall contact Customer prior to such intended suspension in order to discuss whether Customer will be able to resolve the circumstances on short notice without Global Crossing being forced to suspend the Mobile Data Service-NL. In all cases, Global Crossing will use its reasonable efforts to limit any suspension of NL Mobile Data Service to those MDNs or SIM Cards which are being used in violation of these terms and conditions or any applicable law. Examples covered by this section are:
1. circumstances where the quality of the Mobile Data Service, or the operation of a mobile data network is adversely affected or unlawfully interfered with due to any act or omission of Customer or any User;
 2. circumstances where Global Crossing or its suppliers are obliged to take such actions in order to comply with any statute, order, instruction or request of the government, an emergency services organisation, or other competent administrative or regulatory authority; and
 3. circumstances where the Mobile Data Cards being used by a Customer infringe or are alleged to infringe the intellectual property rights of a third party in which case the right to suspend service shall apply only to the applicable Mobile Data Card.
- 5.9 In addition to its rights under the previous section, Global Crossing will be entitled to suspend the provision of access to any mobile data network for specific individual SIM Cards:
1. if requested to do so by Customer if and when Customer is not able to perform the suspension itself;
 2. in cases of suspected usage of GSM Gateways;
 3. in the event of usage of any Mobile Data Cards or equipment by an End User which affects or might affect the integrity of a mobile data network.

6. Additional Terms applying to Mobile Data Service provided in the United Kingdom

- 6.1 The following additional terms shall apply to Mobile Data Service provided in the United Kingdom ("UK Mobile Data Service")
- 6.2 UK Mobile Data Service uses the following technologies: GPRS, UMTS, or HSDPA.
- 6.3 Code of Practice. Customer agrees to adhere to the Code of Practice attached hereto as Exhibit 2 when using UK Mobile Data Service.
- 6.4 Supported Mobile Data Cards for UK Mobile Data Service. Only Mobile Data Cards and SIMs which have been approved by the British Approval Board for Telecommunications ("BABT") (or another duly accredited body under the Radio and Telecommunications Terminal Equipment Regulations 2000, as amended by the Radio Equipment and Telecommunications Terminal Equipment (Amendment) Regulations 2003, and by the Radio Equipment and Telecommunications Terminal Equipment (Amendment No 2) Regulations 2003) may be connected by End Users to the Network. Global Crossing will only provide Mobile Data Cards which satisfy these requirements.
- 6.5 Emergency Services. Customer acknowledges, and shall inform its End Users, that that UK Mobile Data Service is not intended to provide End Users with access to 999 and 112 emergency services.

7. Additional Terms applying to Mobile Data Service in both the Netherlands and the United Kingdom

- 7.1 GSM Gateways. Customer shall not use a GSM Gateway apparatus or any similar device to route traffic (whether of third parties or otherwise) through the Network as this can cause capacity issues and may be unlawful. Customer shall obtain the prior consent of Global Crossing before operating such devices on the Network, and shall take all reasonable steps to prevent any other party that it allows to operate on the Network from using or allowing the use of such devices on the Network without Global Crossing's prior written consent (which shall be given only if and to the extent permitted by Global Crossing's suppliers).

- 7.2 Fair Use Policy. In the event that any End User's use of the Mobile Data Service exceeds 2GB (or such other level as may be advised by Global Crossing to Customer in writing) in any 30 day period, then within 7 Business Days of receipt of Global Crossing' written request to do so, Customer will procure that such End User's use of Mobile Data Service is reduced to no higher than that level. If such reduction in usage does not occur on a timely basis following receipt of the written request from Global Crossing, then Global Crossing reserves the right to terminate that End User's use of the Mobile Data Service forthwith upon notice to the Customer. Notwithstanding the foregoing, Global Crossing reserve the right to suspend or terminate an End User's access to the Network without notice where an End User is using the Mobile Data Service in any manner expressly prohibited by these terms and conditions of in a manner reasonably anticipated to adversely impact the Network.
- 7.3 Title to SIM Cards. At all times, title in all SIM Cards supplied to Channel, all supplier software and the number contained in each SIM Card shall remain vested in Global Crossing' supplier and in respect thereof the supply of each SIM Card shall take effect only as a license to use the same in accordance with the terms of this Service Order. For the avoidance of doubt title in the physical media constituting a SIM Card shall pass to Customer once Global Crossing has received payment in cleared funds in respect of the whole Mobile Data Card order of which that SIM Card forms part, provided that title in that physical media shall revert to Global Crossing or its suppliers in the event that such SIM Card is returned as faulty. Except for faulty SIM Cards which have been returned to Global Crossing, all risk in each SIM Card provided by Global Crossing pursuant to this Service Order shall pass to Customer upon delivery by Global Crossing or its carrier to Customer's nominated address.
- 7.4 PIN & PUK Codes. Each SIM card provided to Customer will have a unique Personal Identification Number ("PIN") code and Personal Unblocking Key ("PUK") code. Customer shall take all reasonable precautionary measures to prevent PIN and PUK codes from falling in the hands of unauthorized persons. Customer may not change or copy any of the technical information contained on a SIM Card. If Global Crossing or Global Crossing' suppliers reasonably believe that any software and/or the number contained in any SIM Card has been modified in any way, Global Crossing shall have the right without prior notice and without any liability immediately to suspend the provision of the Mobile Data Service to such SIM Card pending an investigation. Upon suspending provision of the Mobile Data Service under this provision, Global Crossing will notify Customer in writing. Global Crossing shall inform Customer of the grounds for its belief of the contravention and shall carry out an investigation keeping Customer informed of progress of any such investigation.
- 7.5 Availability of Roaming Services. From time to time, Global Crossing may notify customer of third party networks which will support the use of the Mobile Data Cards which are issued for Mobile Data Service-NL and UK Mobile Data Service ("Roaming Services"). The availability of Roaming Services is subject to change without notice. Roaming Service shall be disabled by default by Global Crossing unless Customer requests that it be enabled at time of Order, in which case Customer must specify each Mobile Data Card for which Roaming Service is to be enabled. Usage fees for Roaming Service will be set forth on the Order Form for Mobile Data Service, and are subject to change upon 30 days notice to Customer (which may be by email to Customer's contact representative for Mobile Data Service as noted on the Order Form). Customer may request deactivation of Roaming Service on any Mobile Data Card on which it was initially enabled, by request to Global Crossing. Customer acknowledges that Roaming Services are provided using third party networks and that the availability and performance of such Roaming Services are outside the control of Global Crossing. Accordingly the use and resale of the roaming services is at the sole risk of Customer and Global Crossing makes no warranties concerning the performance or availability of Roaming Services. Global Crossing shall have no liability whatsoever to Customer whether in contract, tort, or otherwise (including negligence) out of or in connection with the use of Roaming Services, including without limitation, the cessation of the provision of such Roaming Services or any part thereof, any degradation in the performance of Roaming Services, or any inability in obtaining access to NL Mobile Data Service or UK Mobile Data Service which results from the use of Roaming Services.
- 7.6 Roaming Service Charges. Any charges incurred by the use of Roaming Services on third party networks will be invoiced to Customer as soon as practicable after the information concerning such usage and/or charges have been provided to Global Crossing. Customer acknowledges that the processing of such roaming charges may be subject to delays and may therefore be invoiced to Customer after the date on which the charges for the other usage of the Mobile Data Service in a particular billing period are invoiced to Customer; Global Crossing's right to charge such roaming charges shall be excluded from any provisions of the Master Agreement purporting to limit the time period(s) within which charges must be invoiced to Customer. Charges for Roaming Services may vary, and Global Crossing may unilaterally change the charges for Roaming Services on thirty days written notice to Customer (which notice may take the form of a bill insert message).

- 7.7 Roaming Updates. Global Crossing and/or its suppliers may from time to time make over the air updates to SIM Cards to updating information on the SIM Cards regarding third party networks.
- 7.8 Number Portability. Customer acknowledges that certain number portability regulatory obligations require Global Crossing to ensure Customer undertakes, where requested by an alternative service provider on behalf of an End User wishing to have its mobile telecommunications services supplied by the alternative service provider, to permit the End User to retain the MDN number sub-allocated to it by Customer on any third party network (an “Outbound Ported Number”), and to allow Global Crossing or its suppliers to recover from the alternative service provider reasonable costs incurred in porting such End Users. The portability obligations also enable a person to retain the MDN number allocated to it by an alternative service provider (an “Inbound Ported Number”) for the purposes of the provision to that person by Global Crossing or Customer of the Mobile Data Service. Accordingly, Global Crossing and Customer undertake that they will, to the extent required by the portability regulatory obligations:
- a) comply with the “Porting Process Manual” and the “Number Portability Functional Specification” as agreed by the electronic communications industry from time to time and Ofcom (and any industry-wide portability processes and related procedures as notified in writing by Global Crossing to Customer from time to time), where applicable;
 - b) do all things (and provide all information a Party may reasonably request) that are required to be done in order to enable:
 - i) Global Crossing, its supplier and/or an alternative service provider to provide portability of Outbound Ported Numbers and Inbound Ported Numbers without a disruption in the End User’s service;
 - ii) the retention of any Inbound Ported Number; and
 - iii) the Parties to remain in compliance with any applicable Portability obligations,in each case free of any charges to End Users or alternative service providers other than charges properly levied in accordance with the Portability processes.
- 7.9 NL Mobile Data Service and UK Mobile Data Service is currently provided by T-Mobile™. Customer agrees that:
- (a) it will not use the T-Mobile name other than as specifically permitted by Global Crossing;
 - (b) to the extent permitted by Global Crossing, Customer will comply with the branding and marketing guidelines provided by Global Crossing and will comply with any reasonable instructions from Global Crossing concerning branding of NL Mobile Data Service and/or UK Mobile Data Service;
 - (c) it will not use or register or attempt to use or register as a trade mark, service mark, trade name, corporate mark or logo a mark or name that is reasonably likely to be confused with any of the T-Mobile corporate identity or the T-Mobile name without first obtaining the prior written approval of T-Mobile. Without limitation to the foregoing, Customer shall not use, register, attempt to use or attempt to register the words “one to one”, “one two one”, “one 2 one”, “T-Mobile”, “t-mobile”, “T Mobile”, “t mobile”, “t-zone”, “t-zones”, “T” or any similar variation thereof in any website, domain name, trade name or company name in connection with NL Mobile Data Service except as expressly permitted under these terms and conditions; and
 - (d) it will not license, permit or otherwise authorize or suffer any third parties to use the T-Mobile corporate identity or the T-Mobile name without obtaining the prior written consent of Global Crossing.

Global Crossing shall have the right to terminate Customer’s license and other rights to use the T-Mobile corporate identity and the T-Mobile name upon twenty days’ written notice to Customer in any case where Customer has breached the terms of this Section 7.9 and does not immediately rectify that breach (if such breach is capable of rectification) within that 20 day period, and Customer shall ensure that all uses and references by Customer to the T-Mobile name shall cease as soon as reasonably possible after such termination has come into effect.

Subject to the indemnification procedures set out in the Master Agreement, Customer shall be liable for, and shall indemnify and hold harmless Global Crossing (together with its officers servants and agents) for and against against any and all liability, loss, damages, reasonable costs, reasonable legal costs, reasonable professional and other reasonable expenses of any nature whatsoever incurred or suffered by Global Crossing arising out of any breach by Customer of the provisions of this Section 7.9 that is either intentional or that has a misleading effect on customers, provided that Customer shall not be liable to Global Crossing to the extent that Customer has complied with the terms of any consent given by Global Crossing as to content, context and placement.

8. Additional Terms applying to Mobile Data Service provided in Asia

- 8.1 The following additional terms shall apply to the use of Mobile Data Service provided in Hong Kong, China (PRC), Singapore and Japan (“Asia Mobile Data Service”)
- 8.2 Asia Mobile Data Service uses 2.5 G or 3G wireless data transmission technology.

9. Definitions

“**Active Mobile Data Card**” means a Mobile Data Card that has been assigned a mobile directory number (MDN).

“**Asia Mobile Data Service**” has the meaning given to that term in Section 8.

“**Fraudulent Usage**” has the meaning set forth in Exhibit 1 to these terms and conditions.

“**IMSI**” means the international mobile subscriber identity associated with all GSM and UMTS network users. The number is stored in the SIM.

“**IMEI**” means international mobile equipment identity which is a number unique to every GSM and UMTS Mobile Data Card.

“**Global Crossing Portal**” means the secure website accessible through www.ipass.com where Customer may obtain information about the Mobile Data Service-CDMA , other Global Crossing services, invoice, billing and account information, and may submit technical support requests.

“**Mobile Data Cards**” means any wireless wide area network cards provided to Customer as part of Mobile Data Service.

“**Mobile Data Number**” means the unique number (either IMSI or IMEI) associated with a SIM, RUIM or Mobile Data Card.

“**MDN**” means the mobile directory number that is received from the North American Numbering Plan Administration (“NANPA”) or the equivalent authority in any other country in which Mobile Data Cards are provided to Customer, for the purpose of receiving calls from the public telephone network. It is a telephone number (“NPA-NXX-XXXX”) used to access commercial mobile services for use with a Mobile Data Card pursuant to this Service Order.

“**Mobile Data Service**” or “**Service**” means the US Mobile Data Service, Asia Mobile Data Service, NL Mobile Data Service and UK Mobile Data Service as the context, geography and particular circumstances of a Service Order and/or End User require.

“**Network**” means the GPRS, UMTS, HSDPA or 3G networks, as applicable to the country in which Mobile Data Service is used, which are operated by Global Crossing’s suppliers and to which Mobile Data Cards connect as part of the Mobile Data Service.

“**NL Mobile Data Service**” has the meaning given to that term in Section 5.

“**Roaming Service**” has the meaning given to that term in Section 7.

“**RUIM**” means removable user interface module which is used in Mobile Data Cards. Similar to a “SIM”, it stores the mobile phone service subscriber and subscription information

“**SIM**” means subscriber identity module which securely stores the key identifying a mobile data service subscriber, as well as subscription information.

“**UK Mobile Data Service**” has the meaning given to that term in Section 6

For: CUSTOMER	For: GLOBAL CROSSING
By _____	By _____

Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

Full Customer Name: _____ Master Agreement Reference No. _____

EXHIBIT 1**FRAUDULANT USAGE POLICY****1. Definitions**

“Fraudulent Usage” with respect to the use of Mobile Data Service, includes, but is not limited to, the following:

- (a) accessing, altering or interfering, or attempting or assisting another to access, alter or interfere with the communications equipment and/or information of Global Crossing and its suppliers by rearranging, tampering or making any unauthorized connection with any supplier network or equipment or Mobile Data Card, or using any scheme, false representation or false credit devices, or by, or through, any other fraudulent means or devices whatsoever, (including, without limitation, cloning fraud and the alteration, modification or other change to Mobile Data Cards which would be viewed by the Network as the provision of Mobile Data Service to two Mobile Data Cards through one number);
- (b) using the Mobile Data Service in such a manner so as to interfere unreasonably with the use of the Network or use of the Mobile Data Service by other parties;
- (c) using the Mobile Data Service to convey information of a nature or in such a manner that renders such conveyance unlawful or to convey information found to be unlawful, including, but not limited to, a finding that such language was foul, profane, obscene, salacious or prurient, or to impersonate another person with fraudulent or malicious intent, or for any purpose in violation of the law, or in such manner as to interfere unreasonably with the use of Mobile Data Service by any other Global Crossing customer or End User; and/or
- (d) any other unauthorized, wrongful or misappropriated use of Global Crossing Service (including, without limitation, subscription fraud and Cloning Fraud) on an MDN assigned to Customer, whether or not such MDN is currently active and whether such use is by the Customer or one of its End Users.

“Corrective Action” refers to the following actions to be taken (by either Customer, End Users, or pursuant to this exhibit, by Global Crossing) with respect to an MDN assigned to an End User and on which Fraudulent Usage is suspected or has been detected, including, but not limited to, investigating each occurrence, changing the MDN/ESN combination, removing roaming capability and disconnecting or suspending the MDN.

- 2. Notification of Fraudulent Usage.** Customer acknowledges that Global Crossing and/or its suppliers may become aware of suspected Fraudulent Usage occurring in connection with MDNs assigned to End Users and Global Crossing will use commercially reasonable efforts to notify Customer promptly of such suspicions. Customer shall analyze, investigate and take corrective action to resolve and prevent further Fraudulent Usage from occurring. Customer shall designate in writing a single point of contact to expedite issues relating to fraudulent usage of the Mobile Data Service. Such contact may be changed at any time upon prior written notice to Global Crossing. Without limiting the foregoing, if Global Crossing and/or its suppliers suspect or detect Fraudulent Usage, Global Crossing and/or its suppliers may (without being under any obligation to do so), take Corrective Action as may be necessary to mitigate the Fraudulent Usage. Global Crossing shall use commercially reasonable efforts to promptly notify Customer following such corrective action taken by Global Crossing. Customer acknowledges that Global Crossing' suppliers, in their sole discretion, may implement a brownout in any service areas experiencing Fraudulent Usage.
- 3. Prevention of Fraudulent Usage.** Customer shall actively participate and cooperate with Global Crossing in the implementation of new and existing Global Crossing fraud prevention tools, including, but not limited to, authentication, roaming restrictions, use of personal identification MDNs (“PIN”) codes and brownouts. If Fraudulent Usage occurs or is suspected by Customer on a MDN assigned to Customer or its End Users, Customer shall promptly analyze, investigate and take Corrective Action to resolve and prevent further Fraudulent Usage from occurring. If Customer fails to take Corrective Action to resolve the Fraudulent Usage and Global Crossing in its sole discretion, determines that the ongoing Fraudulent Usage adversely affects Global Crossing' ability to provide the Mobile Data Service, Global Crossing may take Corrective Action.
- 4. Liability for Fraudulent Usage.** Customer is financially liable to Global Crossing for all charges incurred in relation to the use of Mobile Data Service by Customer and all its END Users, including all charges incurred in relation to all Mobile Data Cards, SIM Cards and/or MDNs provided to or assigned to Customer and its End Users, including any charges which arise, or are alleged to have arisen, as a result of Fraudulent Usage.

EXHIBIT 2**CODE OF PRACTICE APPLYING TO UK MOBILE DATA SERVICE**

1. **Mobile Data Cards Including Blacklisting:** Customer shall use all reasonable endeavors to ensure that any Mobile Data Cards (including any SIM Cards) which it requests or has requested Global Crossing to connect to the Network have not been stolen. Upon discovery that Customer or an End User has stolen Mobile Data Cards (including any SIM Card) in its possession or on notification by an End User that a Mobile Data Card has been lost or stolen, Customer shall forthwith request Global Crossing to blacklist such stolen Mobile Data. Customer shall also, if necessary, report the stolen or lost Mobile Data Card to the appropriate authorities. In the event of a request from an End User to either blacklist or un-blacklist a Mobile Data Card, Customer shall take all reasonable steps to verify the identity of the End User and to ensure that the request being made is genuine. Customer shall only request Global Crossing to blacklist Mobile Data Cards which are used in conjunction with SIM Cards allocated by Global Crossing to Customer. Customer shall have the responsibility for exercising care and implementing good security practices when requesting Global Crossing to connect or disconnect (by suspending, barring or blacklisting) Mobile Data Cards (including any SIM Card) to the Network. It is the responsibility of Customer to ensure, when requesting Global Crossing to disconnect a SIM Card that such SIM Card is a SIM Card relating to a user of the UK Mobile Data Service.
2. **Agreements with Third Parties:** Customer shall maintain and demonstrate reasonable controls over its End Users' use of UK Mobile Data Service. Customer shall also maintain and demonstrate reasonable controls over its independent contractors, and agents, including ensuring that its agreements with any third parties relating to the provision of the UK Mobile Data Service contain provisions reflecting the requirements of this Exhibit.
3. **Access class overload control (ACCOLC):** Access Class Overload Control (ACCOLC) is provided within the UK and Europe to allow for control of traffic for emergency services, and Government departments in time of emergency. In such case the network operator can carry out controls within the Network to reduce the non-emergency traffic to allow the emergency services to operate correctly. In the United Kingdom ACCOLC is authorised by the Cabinet Office London on approved forms. Customer, on request from an End User eligible to apply for ACCOLC for the provision of the facility on its service derived from UK Mobile Data Service, shall ensure that the End User obtains approval from the appropriate authorities in accordance with the procedures then in force. Global Crossing's suppliers may, if ACCOLC is invoked, without notification implement Access Class Overload Controls which in some cases may remove services to other customers when requested to do so by the police to enable priority to be given to emergency and UK government departments. No charge is made for registrations of ACCOLC. If ACCOLC is requested on a new order, Customer shall liaise with Global Crossing to ensure that a suitable SIM Card is supplied at the outset. If standard SIM Cards are not suitable for ACCOLC then a specific card may be issued by Global Crossing to Customer. A charge will be made by Global Crossing if ACCOLC is requested on a SIM Card which has already been issued to an End User.
4. **Interception of Communications:** Global Crossing' suppliers are required, as a provider of public electronic communications networks and services under the UK Communications Act 2003 and under the provision of the Regulation of Investigatory Powers Act 2000 to facilitate the interception of communications as defined in this legislation. Customer shall supply name and address details in support of the Regulation of Investigatory Powers Act 2000 when requested to do so by an appropriate authority, and must supply this information on a 24 hour 365 day a year basis. Global Crossing may ask for confirmation that a request has been made of Customer for information related to the interception of communications. This is to ensure that Global Crossing and its suppliers can meet its obligations for carrying out the interception and to ensure that the interception carried out by Global Crossing' suppliers is in compliance with the warrant served upon Global Crossing or its suppliers.