



## **SPECIFIC TERMS FOR GLOBAL CROSSING MOBILE IP CONNECT SERVICE™**

Global Crossing Mobile IP Connect Service™. These are the service terms and service level agreement for Global Crossing Mobile IP Connect Service™ (the “Service”), which apply to the provision of the Service 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 and Global Crossing.

Initial capitalized terms not defined in the body of these terms and conditions or in Section 10 below have the meanings given to them in the Master Agreement.

### **1. Description of Service**

- 1.1 **Service Description.** The Service is a flexible access service with an extended reach that 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 its supplier, iPass, Inc. (“iPass”) and/or its affiliates. The Service is designed to work with a variety of third party security applications such as VPN, AV, and Personal Firewall solutions. The client can be configured to automatically launch a VPN or Personal Firewall immediately upon successful connection to the Internet, and in the event that one or both of these applications is exited, the Client Software can safely disable Internet connectivity. Use of the Service in conjunction with Global Crossing’s Remote VPN Access Mobility Option (ordered separately) allows Customer to access their corporate network through Global Crossing’s IPVPN gateways.
- 1.2 **Term.** During the term for which Customer orders the Service, which shall be set out in the Order Form for the Service (the “Term”), Global Crossing will make the Service available to Customer for the fees and on the terms set forth in these terms and conditions. Global Crossing will designate an account team to respond to inquiries of Customer regarding the Services.
- 1.3 **Phonebooks.** Global Crossing will update Access Points and other information within the Phonebook once per week, or at other frequencies in Global Crossing’s sole discretion. Phonebook updates are provided electronically and automatically upon log-in by an End User. Customer will and will require its End Users to accept such Phonebook updates. Global Crossing will not be held liable for any failure in the Service caused by the Customer’s and/or its End User’s failure to accept Phonebook updates. In providing Internet connectivity to End Users, Customer may not integrate other Access Points with the Global Crossing Access Points and may not remove any Global Crossing Access Points from the Phonebook.
- 1.4 **Account and Password Information.** Customer is solely responsible for assigning End User names and passwords (“Credentials”) to End Users for accessing the Service and for imposing any limitations on the disclosure of such Credentials as Customer may deem appropriate. Customer is responsible for all use of Credentials to use the Service. Customer may not transfer or share its accounts with anyone. Global Crossing will assign to Customer a unique password and identification code used to access the Customer section of the Service portal.
- 1.5 **Detailed Usage Data.** Global Crossing will provide Customer with Detailed Usage Data on a monthly basis.
- 1.6 **End User Support.** Customer will provide technical and customer support to End Users in accordance with Exhibit A.
- 1.7 **Resale.** Customer may not resell or otherwise provide, distribute, display or perform the Services or Software to any third party.

### **2 Software License & Ownership**

- 2.1 **Software License.** Subject to these terms and conditions, Global Crossing grants Customer the following royalty-free, non-exclusive, non-transferable, limited license rights exercisable solely during the Term:
- 2.1.1 the right to reproduce, exactly as provided by Global Crossing, object code copies of the Client Software, as needed for distribution to Customer’s End Users;
- 2.1.2 the right to distribute such copies of the Client Software solely to Customer’s End Users.

- 2.1.3 If purchased, the right to install, use and execute, the Server Software on servers at Customer's location solely in order to provide the service to Customer's End Users. Customer may make a reasonable number of copies of the Client Software for archival purposes.
- 2.1.4 If purchased, the right to install, use and execute the UPE Server Software on one (1) server owned or leased by Customer at Customer's premises; and install, use, execute, display and copy the UPE Client Software (includes both integrated with the Mobile IP Connect Client Software and non-integrated, standalone version) on Devices, and the right to grant sublicenses for the UPE Server Software and UPE Client Software to End Users. For the purposes of this section, "use" means loading the software into RAM, as well as installation on a hard disk or other storage device within a Device.
- 2.2 **Software Delivery.** Global Crossing will make the Software available to Customer electronically. Customer is responsible for installing the Software and will reasonably cooperate with Global Crossing in the deployment of the Service to End Users and the performance maximization of the Services within Customer's environment. If Customer has purchased installation support for the Software, the applicable fees and such support are indicated in Exhibit A
- 2.3 **Software Use Restrictions.** 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 or Global Crossing Web Content in any manner or for any purpose except as expressly permitted in this Section.
- 2.4 **Ownership.** As between the parties, Global Crossing and/or its suppliers will retain all title, copyright and other proprietary rights in and to the Service, the Software, and any other technology, services, or materials that Global Crossing may provide to Customer hereunder. The Phonebooks are proprietary to Global Crossing and its suppliers and are an integral part of the Service. 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 or Phonebook and will include all such markings in all copies of such materials.
- 2.5 **Software Export Restrictions.** Customer may not export or re-export any Software, any part thereof, to any country, person or entity subject to U.S. export restrictions. Customer agrees not to export or re-export any Software (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever Customer knows or has reason to know will utilize the Software in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any entity who Customer knows or has reason to know has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.

### 3 Charges

- 3.1 **Charging Elements.** Pricing for the Service is a combination of Business Service Fees, Minimum Commitment Charge and Usage Fees, as described in Exhibit A. Pricing for all optional service features below will be set out on the Order Form for the Service.

### 4. Optional Service Features

- 4.1 **iIQ® Advanced Reporting.** Mobile IP intelligent Online Quality (iIQ) reporting provides a detailed view into service usage across all access methods. iIQ is accessed via a password protected Web portal (the "iIQ Web Site") and provides detailed usage and quality reports relating to End User's access attempts, type of access, session lengths and the locations from which End Users connected, session summaries, exception reports, and recent Service activity ("iIQ Data"). The iIQ tool enables Customer to generate a variety of reports on usage or End Users and is easily adaptable. Additional charges apply. If Customer purchases the iIQ reporting feature, Global Crossing will make a username and password available to the Customer to access the iIQ web portal (the

“iIQ Credentials”). Customer acknowledges and understands that the iIQ Credentials will be needed to access the iIQ Web Site and iIQ Data related to access attempts. Subject to these terms and conditions and to payment of charges associated with the iIQ service feature, Customer may use the iIQ Web Site, the iIQ Credentials provided to Customer, and the iIQ Data during the term of the Service solely to assist and support End Users in using the Service. The iIQ Data and the iIQ Passwords are deemed Confidential Information of Global Crossing and its suppliers. Customer may not (i) use the iIQ Web Site to access the iIQ Data of any party other than its own, (ii) circumvent or attempt to circumvent any security measures implemented by Global Crossing and its suppliers to protect the iIQ Credentials, iIQ Web Site or the iIQ Data, or (iii) sublicense, rent, lease, loan, market, distribute or otherwise transfer iIQ Data or any part thereof to third parties. Pricing for the iIQ service feature, if ordered by Customer, will be set out in the Order Form for the Service.

4.2 **Universal Connection Service.** In instances where connectivity to the Internet via the Mobile IP Connect™ Service is not required, (i.e. when connecting to the Internet via home networks or free Wi-Fi hotspots), but policy enforcement is still required, the Universal Connection Service may be utilized. The service includes:

- Automatic Network Detection: presents users with available wireless network connection options based on available WLANs and mobile data cards present in device;
- Automated Network Card Configuration: after connection mobile data and Wi-Fi cards are automatically configured without end user intervention;
- Intelligent Application Launch: auto-launch of customer specified application;
- Policy configurations: SecureConnect, Auto Teardown, One click/auto launch VPN integration options; and
- Session Reporting: via iIQ (described above)

4.3 **Universal Policy Enforcement Service.** This service feature (if requested) provides Customer with:

- The ability to restrict VPN usage to Users who conform to Customer’s prescribed endpoint security policies over any internet connection, including the ability to
  - +block Users with security software which is not running or is an out-of-date version; and
  - +block Users who have not installed operating system security patches and updated;
- Periodic, automated assessment of Device hardware and software;
- Automated Device configuration compliance and management;
- Automated vulnerability remediation of Microsoft® operating system patches, antivirus software definition updates (McAfee®, Symantec™ and Trend Micro™);
- Deployment of .exe or .msi software executables for most commercial software applications;
- Hosted patch management for Microsoft® operating system security patches for Devices;
- Universal Connectivity across Mobile IP Connect, WiFi, mobile data networks and other Non-Mobile IP Connect Networks;
- A single interface for access to Non-Mobile IP Connect Networks with similar policy control as defined above being applied to such connections including (1) home broadband connections, such as cable modems and DSL connections (2) wireless access points not included in the Phonebook; (3) enterprise wireless LAN access points; (4) third party mobile data networks; and
- The ability to establish Policies pertaining to all of the above through the UPE administrative console hosted within the Customer’s corporate network. These Policies will be used for compliance checking and remediation on Devices after a User connects to the Customer’s local area network.

Pricing for the UPE service feature, if ordered by Customer, will be set out in the Order Form for the Service.

4.4 **Mobile Data Service.** 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. The provision of Mobile Data Service is subject to additional terms and conditions as set forth at [www.globalcrossing.com/terms](http://www.globalcrossing.com/terms).

4.5 Additional optional service elements are described in Section 4 of Exhibit A.

## **5 Support**

5.1 When ordering the service, Customer must elect to purchase either (i) Basic Support Service or (ii) Premium Support Service (as described in Exhibit A)

5.2 **Software Installation Support.** Global Crossing personnel will work remotely with Customer to assist the Customer in the installation of the Server Software on Customer’s systems

- 5.3 **Technical Support.** The following describes the technical support provided in relation to the Service
- 5.3.1 **“Tier 1 / First Level Technical Support”.** This is provided by Customer, and means taking End User calls, obtaining complete information from End Users regarding problems experienced by such End Users, testing the user name and password, eliminating common End User errors, checking the network status page and escalating unresolved issues with written documentation detailing steps taken prior to escalation. It is recommended that Customer provide two named contacts within its support team to be trained on the service to allow more effective problem diagnostics and problem escalations to Tier 2 / Second Level Technical Support.
- 5.3.2 **“Tier 2 / Second Level Technical Support”** This is provided by Global Crossing and means providing assistance to the Customer’s First Level Technical Support help desk (“Help Desk to Help Desk”) for issues that the Customer cannot resolve through Tier 1 / First Level Technical Support.
- 5.4 **Software Updates.** , Except where Updates are not automatically applied, Global Crossing will notify Customer regarding the availability of Updates to Software and make any applicable Updates available to Customer free of charge through Global Crossing or its supplier’s web site and/or automatic downloads. Unless an Update has been delivered to Customer as a patch to correct an urgent problem (in which case distribution to End Users will be immediate upon receipt), Customer agrees to distribute Updates to all End Users within ninety (90) days after receipt.

## 6 **Limited Warranty & Disclaimer**

- 6.1 Except to the extent set forth in a Service Order, Global Crossing warrants that:
- the Services and the Software conforms with and will operate in accordance with the published specifications, in all material respects, during the Term;
  - Global Crossing will perform the Services in a professional and workpersonlike manner consistent with good industry practice;
  - the Software does not and no Update will contain any computer Viruses, logic bombs, Trojan horses and/or similar malicious software;
  - the Software and every Update will be free from material defects in design, materials, workmanship, performance and installation, during the Term.
- 6.2 In the event that a defect or non-conformity appears in the Software, Global Crossing will, at no charge to Customer, repair or replace the Software or otherwise correct the defect. If two consecutive attempts to remedy the defect fail or if Global Crossing determines that it is unable to remedy the defect, Customer may terminate the Service and receive a pro-rata refund of any fees pre-paid by Customer for support or maintenance. Global Crossing’s maximum liability to Customer for any costs, losses, damages or expenses (in addition to the cost of repairing or replacing the Software or otherwise correcting the relevant defect) for any event or series of related events resulting from a single breach of warranty under this Section 6 shall be US\$25,000 (or local currency equivalent).
- 6.3 **Disclaimer of Warranty.** EXCEPTING ONLY THE LIMITED WARRANTY PROVIDED FOR IN SECTION 6.1, THE SERVICE, SOFTWARE AND ALL ASSOCIATED DOCUMENTATION AND MATERIALS ARE PROVIDED TO CUSTOMER “AS IS,” WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, GLOBAL CROSSING EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER GLOBAL CROSSING NOR ANY GLOBAL CROSSING SUPPLIER WILL BE LIABLE FOR ANY THIRD-PARTY NETWORK FAILURE. GLOBAL CROSSING AND ITS SUPPLIERS SPECIFICALLY DO NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL MEET CUSTOMER’S REQUIREMENTS, WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, AVAILABLE ON A SPECIFIED DATE OR TIME OR WILL HAVE THE CAPACITY TO MEET CUSTOMER’S DEMAND DURING SPECIFIC HOURS. ACCESS TO THE INTERNET CANNOT BE GUARANTEED, AND DISCONNECTION MAY OCCUR FROM TIME TO TIME. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION REGARDING THE SERVICE.
- 6.4 The provisions of this section 6 shall apply to the Service in lieu of any warranty terms in the Master Agreement.

- 6.5 **Content Disclaimer: Cautions and Restrictions.** Global Crossing and/or its suppliers may, but shall have no obligation to, block information, transmissions or access to certain information, services, products or domains to protect their suppliers, their networks, the public or other users of the Service.
- 6.6 **Privacy and Security.** Customer acknowledges that wireless systems use radio channels to transmit voice and data communications over a complex network and that privacy cannot be guaranteed. Global Crossing shall not be liable to Customer or any other party for any lack of privacy experienced by Customer and/or End Users while transmitting data using the Service. Global Crossing strongly encourages and supports certain customer-provided security solutions, such as virtual private networks, encryption and personal firewalls. Customer agrees to protect its usernames and passwords and agrees to be liable for any and all usage of the Service using usernames and passwords provided to it by Global Crossing. Customer shall immediately notify Global Crossing of any unauthorized use of such usernames or passwords or other security breach.

## 7. Additional terms applying to access to the T-Mobile® HotSpot wireless local area networks

- 7.1 The following additional terms and conditions apply to the provision of service in Broadband Region T – as defined in Exhibit A (T-Mobile® Hotspots). Global Crossing is solely responsible for the Service provided in Broadband region T should be considered as Customer's provider of access to T-Mobile® Hotspots. Global Crossing suppliers, including T-Mobile®, are not parties to these terms and conditions and are not responsible to Customer for the proper performance or functioning of the Service in that region. Customer agrees that Global Crossing's suppliers have no responsibility or liability to Customer in connection with the Service, including its operation, performance or other attributes, and that your sole and exclusive recourse for any such issues shall be against Global Crossing.
- 7.2 T-Mobile® HotSpot locations and maps are subject to change at any time without notice. Global Crossing and/or its suppliers may impose usage or service limits, suspend Service, or block certain kinds of usage in our sole discretion to protect other users or their business.
- 7.3 Unless otherwise agreed in writing, each End User will receive a single user account solely for its use of the Service through one unit per login session. Customer agrees, and to procure that its End Users shall not resell or attempt to resell any aspect of the Service, whether for profit or otherwise, share IP addresses or ISP Internet connections with anyone, access the Service simultaneously through multiple units or to authorize any other individual or entity to use the Service. Customer agrees that sharing the Service with other parties shall be a breach of these terms and conditions and may constitute fraud or theft, for which Global Crossing reserves all rights and remedies. Customer shall have no proprietary or ownership rights to a specific IP or other address, log-in name, or password that it or an End User may use on any supplier's network. Global Crossing's suppliers will assign an End User an IP address each time that End User accesses the Service, and it will vary. Customer shall not, and shall procure that its End Users shall not, program any other IP address into their computing devices used in connection with the Service. End Users may not assign their log-in names, passwords or IP addresses to any other person or device. Customer agrees that Global Crossing may investigate activity that may be in violation of these terms and conditions; or to comply with law.

## 8 Additional terms applying to Universal Policy Enforcement Service Feature

- 8.1 **Installation.** Where Customer purchases the Customer hosted version of Universal Policy Enforcement Service, Customer must install and host the UPE Server Software on equipment owned or leased by Customer located at Customer's premises. Customer's equipment must have Microsoft® Windows 2000 or 2003 Server System installed in order to operate the UPE Server Software. Customer must utilize version 3.35 (or later) of the Client Software, in connection with this Service feature.
- 8.2 **Policies.** Customer will define the Policies through a GUI on the UPE Server Software. These Policies will be used for compliance checking and remediation on Devices during the following intervals: a) after the End User connects to the Internet through the UPE Client Software, but prior to accessing Customer's internal network, and/or b) after the End User accesses the internal network.
- 8.3 **Software Delivery and Installation.** Global Crossing will provide Customer with a unique license key to activate the UPE Software. Global Crossing or its supplier(s) incorporate the Oracle Program into the UPE Server Software. Customer's license to and use of the Oracle Program is subject to the following restrictions. Customer may not (1) remove or modify any markings or any notice of Oracle's proprietary rights, (2) rent, lease, or timeshare the Oracle Program, act as a service bureau with respect to the UPE Server Software; or provide subscription services for the UPE Server Software, or permit End Users to do so, (3) use the Oracle Program to provide third party training on the content and/or functionality of the Oracle Program; (4) cause or permit reverse

engineering (unless required by law for interoperability), disassembly, or decompilation of the Oracle Program; (5) disclose results of any program benchmark tests without Oracle's prior written consent; (6) engage in any deceptive or misleading practices that may be detrimental to Oracle or to the Oracle Program; or (7) permit End Users to install the Oracle Program separately and independently from the UPE Server Software. Notwithstanding anything to the contrary in the Master Agreement, the parties agree that Oracle is an intended third party beneficiary of these terms and conditions with respect to the Oracle Program with all rights to enforce the license terms and restrictions herein. To the extent permitted by law, in no event will Oracle be liable to Customer under these terms for any indirect, incidental, special, punitive or consequential damages or any loss of profits, revenue, data or data use arising from Customer's or an End User's use of the Oracle Program. The Uniform Computer Information Transactions Act does not apply to the provision of the Oracle Program.

## 9 Additional terms applying to Mobile Data Network B

- 9.1 The following additional terms and conditions apply to the provision of Mobile Data Service in the United States on iPass' Mobile Data Network B ("Mobile Data Service U.S. Network B"). For purposes of this Section 9, "Mobile Data Cards" means any of the wireless wide area network cards, including those set forth on www.ipass.com, which have been integrated with the Services.
- 9.2 Mobile Data Cards are returnable only as provided herein. Mobile Data Cards otherwise shall be non-returnable and the prices shall be non-refundable. Customer may only return erroneously shipped Mobile Data Cards or Mobile Data Cards that were damaged prior to or during shipment. Mobile Data Cards damaged after receipt by Customer may not be returned. In order to be eligible to receive credit for returned Mobile Data Cards Customer must adhere to iPass' then current returns processing guidelines. Global Crossing may charge a restocking fee for handling Mobile Data Cards that are erroneously returned. Global Crossing and iPass' sole collective liability for any returned Mobile Data Cards will be acceptance of their return and issuance of credits pursuant to iPass' then current returns processing guidelines. If Customer desires to return any Mobile Data Cards, Customer must initiate a new order for the replacement Mobile Data Cards. All Mobile Data Cards erroneously shipped to Customer must be returned with the original packaging intact (including manufacturer's shrink wrap) and otherwise in unused, resalable condition. iPass and Global Crossing will bear costs of shipment in this context.
- 9.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MASTER AGREEMENT, SHOULD GLOBAL CROSSING PASS THROUGH ANY ADDITIONAL MANUFACTURER'S WARRANTY TO CUSTOMER, SUCH MANUFACTURER'S WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 10 Definitions

10.1 In these terms and conditions, the following terms have the meanings given in this Section.

- "Access Points" means local Internet Access Points to which an End User connects via the Client Software.
- "Client Software" means the machine executable version(s) of the Mobile IP Connect™ client software code, including any Updates thereto, that Global Crossing provides Customer hereunder to enable Customer's End Users to use the Service.
- "Devices" means any machine, computer, PDA, or similar apparatus on which Customer and/or its End Users have installed the UPE Software.
- "DeviceID Client Software" means the DeviceID client software application in object code which Customer installs on Devices.
- "DeviceID Software" means the DeviceID Client Software and DeviceID Server Software.
- "DeviceID Server Software" means the DeviceID server software application in object code which is installed on server equipment on the Customer's premises.
- "EPM Software" means the EPM Client Software and the EPM Server Software (which currently consists of the EPM Enterprise System Manager Software which is comprised of the EPM Enterprise Patch Manager Software, EPM Enterprise Command Server Software and the EPM Enterprise Relay Server Software.
- "End Users" or "Users" means persons authorized by Customer to use the Service, including Customer's employees and contractors, and other individual users.
- "GBR Day Use Rate" means the charge which shall be applied to a single User for all usage at one (1) or more Access Points located in Broadband Region T-GBR Wi-Fi (T-Mobile North America Wireless Broadband) within a twenty-four (24) hour period which shall extend from twelve midnight (in the time zone in which the Access Point is located) to the end of 11:59 pm the same day.
- "GBR Wired Daily Cap" means the maximum amount of usage charges which shall be applied to an End User at a single Wired Broadband Access Point within a twenty-four (24) hour period from twelve noon (in

the time zone in which the Wired Broadband Access Point is located) to the end of 11:59 am the following day.

- “GBR Wireless Daily Cap” means the maximum amount of usage charges which shall be applied to an Individual User at a single Wireless Broadband Access Point within a twenty-four (24) hour period from twelve midnight (in the time zone in which the Wireless Broadband Access Point is located) to the end of 11:59 pm the same day.
- “GBR Wired Daily Minimum” means a minimum daily charge which shall be applied for all usage under sixty (60) minutes by a single User at a single Wired Broadband Access Point in Regions A-GBR (North America Wired Broadband), B-GBR (Western Europe Wired Broadband), C-GBR (Asia Pacific 1 Wired Broadband) and O-GBR (Other Wired Broadband) within a twenty-four (24) hour period which shall extend from twelve noon (in the time zone in which the Wired Broadband Access Point is located) to the end of 11:59 am the following day.
- “Non-Mobile IP Connect Network” means any wireless network which is not available through the Phonebook as part of the Mobile IP Connect Service.
- “Oracle Program” means the database software embedded by Global Crossing or its supplier(s) into the DeviceID Server Software.
- “Phonebook” means the list of Access Points, scripts and other local access information in the Client Software as updated from time to time.
- “Policies” means the Microsoft® operating system, McAfee®, Symantec™ and Trend Micro™ antivirus software updates and patches designated by an End User for installation on Devices and the Devices designated to receive such updates.
- “Server Software” means the machine-executable version of the Mobile IP Connect™ server software code, including any Updates thereto, that Global Crossing provides Customer hereunder to enable Customer to permit its End Users to use the Service.
- “Software” means, collectively, the Client Software, Server Software, UPE Software, UPE Server Software, DeviceID Software and EPM Software, as well as associated End User documentation.
- “Update” means a bug fix, minor version release, patch or other remedy or improvement to the Software that Global Crossing provides to Customer as part of the technical support services under Exhibit A. Update does not include any special features or enhancements that Global Crossing offers on a case by case basis, subject to special terms and pricing.
- “UPE Software” means the combination of the EPM Software and DeviceID Software.
- “UPE Server Software” means the combination of the EPM Server Software and DeviceID Server Software.
- “Wired Broadband” means an Ethernet connection to always open, high bandwidth connection to the Internet
- “Wireless Broadband” or “Wi-Fi” means a wireless local area network or wireless LAN in which data is transmitted from point to point using the IEEE 802.11b standard.

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

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

**EXHIBIT A****SERVICE RATE PLAN AND OTHER PRICING AND SERVICES**

**Charges.** Pricing for the Service is a combination of Service Enablement Fee, Minimum Commitment Charge and Usage Fees, as described below.

1. **Service Enablement Fee.** The Service Enablement Fee for the Service depends on the level of Support Service selected by the Customer is set out in Table A below. The Service Enablement Fee will be invoiced within 90 days of the Service Commencement Date.

*Table A*

<b>SUPPORT SERVICE LEVEL</b>	<b>BASIC</b>	<b>PREMIUM</b>
<b>Core Operational Services</b>		
Redundant access to Mobile IP Connect™ expanding global network	X	X
Automatic Phonebook updates	X	X
Automatic Client Software updates	X	X
Server Software and ongoing updates	X	X
VPN, PFW, AV integration	X	X
Training, Help Desk and Deployment materials	X	X
Monitoring for authentication failures	X	X
7 * 24 Customer Help Desk support (Tier 2 / Second Level Technical Support) - Web Ticket / Phone	X	X
<b>Mobile IP Connect™ Client Software Services</b>		
Authentication realms	1	up to 3, upon written request
<b>Customization of Client Software profiles</b>		
Windows OS	1	up to 3, upon written request
Mac OS	1	up to 3, upon written request
PDA OS	1	up to 3, upon written request
Client Software test profile	1	1
Ongoing Client Software updates	X	X
<b>Training</b>		
Initial training curriculum	web conference	web conference
Number of dedicated web conference training sessions	2	4
Participation in open web conference training sessions scheduled by Global Crossing	unlimited	Unlimited
Recorded Help Desk Training		X, upon written request
Seats in open Regional Technical Training Sessions scheduled by Global Crossing	4 free seats per calendar year	8 free seats per calendar year
Access to self-paced training materials on Global Crossing or its supplier's training portal	unlimited	Unlimited
Download end user tutorial to Customer intranet	X	X
Training, Help Desk, and Deployment Materials	X	X
<b>Customized Training Services (*)</b>		
End User Training Package		X
Help Desk Training		
(*) price includes English language, additional		



language(s) priced separately		
<b>Usage Reporting</b>		
Monthly Usage Reporting Package	<b>X</b>	<b>X</b>
Monthly Detailed Usage Data (CDRs)	<b>X</b>	<b>X</b>
Daily Call Detail Records (CDRs)		<b>X</b> , upon written request

2. **Minimum Monthly Commitment Charge.** A Minimum Monthly Commitment Charge applies to Customer's use of the Service. Details of the agreed Minimum Monthly Commitment Charge will be set out on the Order Form for the Service. For each month commencing after implementation of the Service, the Customer will be charged the greater of (i) the Minimum Monthly Commitment applying or (ii) the actual Usage Fees incurred by the Customer for the Service in that month.
3. **Usage Fees.** Usage Fees for the Service are based upon the Service Rate Plan Regions set out below and are set out in the Order Form for the Service. For all usage of the Service in Dial-up Regions, Customer shall pay usage charges pro-rated to the session length. For any usage of the Services in the Broadband Regions, Customer shall pay the rates set forth in the Order Form, per End User. Usage Fees are dependant upon the Service Rate Plan set forth in the Order Form (the "Service Rate Plan"). Global Crossing may change the Service Rate Plan upon notice to Customer, such change to be effective within thirty (30) days after the date of such notice.
- 3.1 **Service Rate Plan Regions.** Dial-Up Regions. Only dial-up, ISDN and PHS Access Points are included in the following Regions (each a "Dial-Up Region"). The Regions are as follows.
- **Region A** ("North America"): United States, Canada (except for Access Points included in Region G and United States Territories)
  - **Region B** ("Western Europe"): Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, United Kingdom (except for Access Points included in Region H)
  - **Region C** ("Asia Pacific 1"): Australia, China, Hong Kong, India, Indonesia, Japan, Korea, Malaysia, New Zealand, Philippines, Singapore, Taiwan, Thailand (except for Access Points included in Region I)
  - **Region D** ("Latin America 1"): Argentina, Brazil, Chile, Colombia, Costa Rica, Mexico, Panama, Peru, Puerto Rico, Venezuela, Uruguay (except for Access Points included in Region J)
  - **Region E** ("Eastern Europe, Asia Pacific 2, Latin America 2"): Albania, Anguilla, Aruba, Antigua and Barbuda, Bahamas, Bangladesh, Barbados, Belarus, Belize, Bermuda, Bhutan, Bolivia, Bosnia-Herzegovina, Brunei, Bulgaria, Cambodia, Cayman Islands, Croatia, Cyprus, Czech Republic, Dominica, Dominican Republic, Ecuador, El Salvador, Estonia, Fiji Islands, French Guiana, Gibraltar, Guam, Guatemala, Guyana, Haiti, Honduras, Hungary, Iceland, Israel, Jamaica, Laos, Latvia, Lichtenstein, Lithuania, Macau, Macedonia, Malta, Martinique, Mongolia, Myanmar, Nepal, Netherlands Antilles, Nicaragua, Pakistan, Papua New Guinea, Paraguay, Poland, Romania, Russian Federation, Saipan Island, Slovak Republic, Slovenia, Sri Lanka, Turkey, Turks and Caicos Islands, Ukraine, U.S. Virgin Islands, Vietnam, Yugoslavia (except for Access Points included in Region K)
  - **Region F** ("Middle East, Africa, Rest of World"): All locales not included in Regions A, B, C, D, E above (except for Access Points included in Region K)
  - **Region G** ("North America Toll Free"): All Toll Free Access Points in the United States and Canada
  - **Region H** ("Western Europe Toll Free"): All Toll Free Access Points in Region B.
  - **Region I** ("Asia Pacific 1 Toll Free"): All Toll Free Access Points in Region C.
  - **Region J** ("Latin America 1 Toll Free"): All Toll Free Access Points in Region D.
  - **Region K** ("Rest of World Toll Free"): All Toll Free Access Points in Regions E or F.
- 3.2 **Broadband Regions.** Only broadband Access Points are included in the following Regions (each a "Broadband Region", and together with the Dial-Up Regions, the "Regions"). The Access Points included in a Broadband Region are those commercially available as of the Service Commencement Date. Global Crossing reserves the right to change the definition of the Broadband Regions and associated pricing upon notice to Customer, such change to be effective within thirty (30) days after the date of such notice.
- **Region A-GBR ("North America Wired Broadband"):** Broadband Access Points in United States (except for Access Points included in United States Territories) and Canada using Wired Broadband access technology.

- **Region A-GBR Wi-Fi (“North America Wireless Broadband”):** Broadband Access Points in the United States (except for Access Points included in United States Territories) and Canada using Wireless Broadband access technology.
- **Region B-GBR (“Western Europe Wired Broadband”):** Broadband Access Points in Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland and the United Kingdom using Wired Broadband access technology.
- **Region B- GBR Wi-Fi (“Western Europe Wireless Broadband”):** Broadband Access Points in Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland and the United Kingdom using Wireless Broadband access technology.
- **Region C-GBR (“Asia Pacific 1 Wired Broadband”):** Broadband Access Points in Australia, China, Hong Kong, India, Indonesia, Japan, Korea, Malaysia, New Zealand, Philippines, Singapore, Taiwan, Thailand using Wired Broadband access technology.
- **Region C- GRB Wi-Fi (“Asia Pacific 1 Wireless Broadband”):** Broadband Access Points in Australia, China, Hong Kong, India, Indonesia, Japan, Korea, Malaysia, New Zealand, Philippines, Singapore, Taiwan, Thailand using Wireless Broadband access technology.
- **Region O- GBR (“Other Wired Broadband”):** Broadband Access Points in all locals not included in Regions A-GBR, A-GBR Wi-Fi, B-GBR, B-GBR Wi-Fi, C-GBR, and C-GBR Wi-Fi using Wired Broadband access technology.
- **Region O- GBR Wi-Fi (“Other Wireless Broadband”):** Broadband Access Points in all locals not included in Regions A-GBR, A-GBR Wi-Fi, B-GBR, B-GBR Wi-Fi, C-GBR, and C-GBR Wi-Fi using Wireless Broadband access technology.
- **Region T - GBR WiFi,** consisting of access to the T-Mobile® HotSpot wireless local area networks at distinct locations in which data is transmitted from point to point using the Institute of Electrical and Electronics Engineers (IEEE) 802.11a, 802.11b, 802.11g or 802.1x standard. The provision of Region T access points is subject to the additional terms and conditions set forth in Section 7 above.

Notwithstanding the foregoing, a country’s inclusion in any particular region for these purposes is subject to change by Global Crossing in its discretion upon written notice to Customer detailing the change and, if any country is subject to a US embargo or other export restriction, it will not be deemed included in the foregoing list, the Service will not be available from such country, and Customer agrees not to use the Software or the Service in such country.

4. **Additional Services.** Customer may elect the following services for the following prices:

General Services	Price
iTeam Customer Implementation Program Manager (Works from Global Crossing or it’s supplier’s HQ with Customer deployment and roll-out teams)	\$10,000 per month (travel additional)
On-site technical consulting, support, installation	\$2,500 per day (travel additional)
Additional authentication realms (domains) or subrealms	\$1,500 each
Customized Client Software profiles (up to a maximum of 5)	\$500 each
Daily Call Detail Records (CDRs)	\$3,500 per year
Solutions Lab access (up to 1 day per quarter)	\$8,000 per day
Translation of the Enhanced Training which is provided with the Premium Support Service Fee	\$4,000 per year per language
Translation of the Enhanced Training which is provided with the Platinum Support Service Fee	\$6,000 per year per language