



## SERVICE TERMS AND SLA FOR UK DIRECT AND INDIRECT VOICE SERVICES

UK Direct and Indirect Voice Services. These are the service terms and service level agreement for Global Crossing's UK Direct and Indirect Voice Services (the "Services"), including Exhibit A (Specification for Direct Voice Service), Exhibit B (Specification for Indirect Voice Service), Exhibit C (Specification for Wholesale Line Rental Service to be used in conjunction with the Indirect Voice Service only) and Exhibit D (Specification for UK Emergency Service to be used in conjunction with the Direct Voice Service only) which apply to the provision of the Services in addition to the terms of any Master Services Agreement, Carrier Services Agreement or other Global Crossing master agreement (in each case a "Master Agreement") executed by the Customer and Global Crossing. Initial Capitalized terms not otherwise defined in these terms and conditions shall have the meanings given those terms in the Master Agreement.

### 1. Interpretation

1.1 Initial capitalized terms used in these terms and conditions shall bear the meanings below, initial capitalized terms not defined below shall bear the meanings given to such terms in the Master Agreement:

**BABT** – British Approvals Board for Telecommunications;

**BT** – British Telecommunications plc;

**Carrier Pre-Select** – as defined in the Product Specification and may be ordered by the Customer on the Order Form as an option;

**Contract Period** – the initial term for which the Customer orders the Services at a Site, as set out in the Order Form for the Services, which initial term shall be a minimum period of twelve months;

**Customer Equipment** – any apparatus used by the Customer which is approved under any applicable legislation and which is capable of connection to the Network;

**Customer PBX** – a PBX owned by the Customer and situated on Customer premises;

**Direct Voice Service** – as defined in the Product Specification and where ordered by the Customer on the Order Form;

**Service Levels** – performance standards set out in the agreed upon Product Specification for the Services;

**Fault** – the inability of the Customer to access the Global Crossing PSTN Network;

**Fault Desk** – the Global Crossing Network Operating Center operating 24 X 7 X 365 days a year, where Service Outages are reported and managed;

**Fix** – action taken to correct a Fault so that it is no longer affecting the Services;

**Fix Time** – the time elapsing from the report of a Service Outage to the Global Crossing Fault Desk until the Fault is Fixed and the parties agree that the Services are restored and working in accordance with the Product Specification, excluding any time outside of the Incident Management Period or any time when Global Crossing is denied access to the Site or to any other location within the Customer's control and which is needed to restore the Services or any time when Global Crossing is waiting for the Customer to supply information which is pertinent to the Service Outage;

**Global Crossing Indirect Access Code(s) (IAC)** – as defined in the Product Specification and may be ordered by the Customer on the Order Form as an option;

**IAC** – Indirect Access Code(s)

**Incident Management Period (IMP)** – the times of the day as set out in the Product Specification during which Global Crossing has contracted to ensure that the Services are provided to the Customer at the Service Levels described in the Product Specification – unless otherwise stated this period shall be 24

**Indirect Voice Service** – as defined in the Product Specification and may be ordered by the Customer on the Order Form; Indirect Voice Service may include Carrier Pre-Select and/or Global Crossing Indirect Access Code(s) as defined in the Product Specification;

**ISDN** – Integrated Services Digital Network;

**Licences** – licences granted to Global Crossing or an Affiliate under the Telecommunications Act 1984 and the Wireless Telegraphy Acts 1949 to 1969, (and any supplements or amendments to these Licences from time to time);

**Month(ly)** – (a) calendar month(ly);

**Order Form** – as defined in the Master Agreement;

**Pricing Schedule** – the pricing for the Services set out in the Schedule to these terms and conditions.

**Product Contractual Requirements Summary (Product CRS)** - referenced on the Order Form, identifying key information required by Global Crossing to provide the Services;

**Product Specification** – the specific service descriptions and service level agreements set out in Exhibits A, B, C, D and E to these terms and conditions;

**PSTN** – Public Switched Telephone Network;

**Quarter(ly)** – (a period of) three calendar months(ly);

**Ready for Service Date (RFS Date)** – as defined in the Master Agreement;

**Ready for Use** – means that the Direct Voice Service, the Indirect Voice Service, Wholesale Line Rental, UK Emergency Service, whichever is ordered, is operating in accordance with the agreed Product Specification as ordered;

**Service Charges** - call charges, rental charges, installation charges, and all relevant charges payable by the Customer to Global Crossing as described in Section 7 and as set out in the Pricing Schedule;

**Service Code** – a three digit dialled code used to access a Service Provider’s services, operator services or emergency services;

**Service Commencement Date** – the date notified by Global Crossing and the Customer agrees that the Services are Ready For Use at a Site pursuant to Section 3.1.4;

**Service Outage** - the period of time, in each case, during which the Services are not available, excepting periods of time for which the Services are unavailable as a result of an act or omission of Customer or a failure of any Customer equipment or systems. A Service Outage commences upon the earlier of (a) the time the period of Service unavailability is logged by Global Crossing’s monitoring system; or (b) at the time the Customer reports a Service Outage to the Fault Desk. A Service Outage ends at such time as the Parties agree that the Services are restored and is working in accordance with the Product Specifications. Periods of Service Outage exclude (i) any time outside of IMP; (ii) any time during which Global Crossing is denied any access to the Site(s) or to any location which is within the Customer’s control and which is needed to restore the Services (iii) any time within SMP, or (iv) any time when information or assistance from the Customer is not provided within reasonable timescales;

**Service Provider** – a service provider, other than Global Crossing, is a company whose business comprises the provision of any service delivered entirely by means of a telecommunications system;

**Site(s)** – the address(es) within the UK specified by the Customer on the Order Form to which the Services will be provided and at which the Network Terminating Equipment (NTE) will be held;

**Tail Circuit** – any private circuit leased or owned by Global Crossing which is used to connect a Site receiving the Direct Voice Service to the Network;

**WLR** - Wholesale Line Rental as more detailed in Exhibit C;

**Working Day** – Mondays to Fridays 0830 – 1700, excluding English bank holidays.

**Working Hour** – an hour in a Working Day.

1.2 A reference to a statute, enactment, order, regulation or other similar instrument shall be construed as being a reference to the latest version of that statute, enactment, order, regulation or other similar instrument.

## 2. Provision of the Service

2.1 Global Crossing shall provide the Services at the Site(s) on the Ready for Service Date or such other date as may be agreed by the parties until the expiry of the Contract Period or termination of the Services in accordance with the terms of these terms and conditions or the Master Agreement, as applicable.

2.2 The Direct Voice Service routes incoming calls via Global Crossing’s Network using geographic telephone numbers or Global Crossing’s own range of non-geographic telephone numbers.

2.3 Where the Customer purchases a Direct Voice Service, Global Crossing shall not provide a backup analogue service and accordingly, unless Customer complies with the requirements of the Global Crossing Emergency Service as detailed in Schedule D below, Global Crossing shall have no liability where any emergency service call fails to reach the emergency operator. Customer shall have sole responsibility for ensuring that an alternate backup service or route is provided for 999/112 or other common emergency service codes to reach the emergency operator.

- 2.4 Where the Customer takes the service via Global Crossing's Carrier Pre-Select (CPS), the BT local exchange will apply a Global Crossing CPS prefix to route the call to Global Crossing. CPS will not apply to calls using Type A short codes (e.g 100, 999, 112, 192), Type C (operator specific) short codes or the 0844 04yyxxx and 0808 99yyxxx number ranges used for unmetered Internet access (with unmetered interconnect), these calls will continue to route via BT.
- 2.5 Where the Customer connects to the Global Crossing network via Global Crossing's Indirect Access Codes (IAC) it shall be the Customer's responsibility to ensure the Customer PBX routing tables do not send 999/112 or other Service Provider's calls identified in section 2.4 via the Global Crossing indirect access route.

### **3 Network Terminating Equipment (NTE)**

#### **3.1 Installation and Connection**

- 3.1.1 For Direct Voice Service, Global Crossing shall supply and install the NTE at the Site(s) and shall procure the connection of the relevant Tail circuits required to provide the Services.
- 3.1.2 For Indirect Voice where Customer requires a new WLR service to be installed Global Crossing shall via BT supply and install the NTE at the Site(s) and shall procure the connection of the relevant circuits to provide the Services.
- 3.1.3 Prior to the delivery and installation of the NTE, the Customer shall at its own expense, prepare the Site for such delivery and installation in accordance with Global Crossing's reasonable written requirements (e.g. comms room / area is ready to accept services, equipment is secure environment approved for use with telecoms equipment). Global Crossing reserves the right not to connect to the Network any Site which has not been so prepared.
- 3.1.4 Installation of the NTE will be performed by a person authorized by Global Crossing and will be in accordance with installation procedures, which will be made available to the Customer on request. Global Crossing shall be responsible for maintaining, repairing and or replacing NTE.
- 3.1.5 Following the installation of the NTE and the connection of a Site to the Network, Global Crossing shall carry out such tests as it deems appropriate in order to satisfy itself that the Services are Ready For Use. Service Charges shall be incurred as and from the date upon which Global Crossing notifies the Customer (by writing or electronic transmission) that the Services are Ready for Use (the "Service Commencement Date"), unless the Customer notifies Global Crossing within 48 hours of non-acceptance on the basis that the Services are not operating in accordance with the Product Specifications; in that case, further tests of the Service will be conducted and a new Service Commencement Date will be agreed upon, provided only that any use by the Customer of the Services for other than testing purposes following notice of non-acceptance will be deemed to constitute acceptance of the Services.
- 3.1.6 At each Site where NTE is to be installed the Customer must provide a standard layout, building materials, wiring layout, services, equipment and fittings as specified by Global Crossing (see exhibit A). The location where the NTE is to be installed must have suitable access to allow safe delivery and removal. Global Crossing does not carry out site surveys as part of the Services. If a site survey is requested by Customer in advance of installation of NTE, such survey shall be charged to Customer at the following rates: £85 per Site visit PLUS (i) £35.00 per Hour 8-30am to 17-00pm Mon to Fri, and/or (ii) £52.50 per hour for times outside that period, Monday to Friday, and/or (iii) £70.00 per hour Saturdays and Sundays.
  - 3.1.6.1 In the case of the Indirect Voice Service where a new installation of WLR is not required, there will be no installation of NTE at a Customer Site or premises.
- 3.1.7 For the Indirect Voice Service, the Customer or its agent(s) will be supplied with an appropriate routing list that will ensure all applicable calls can be routed to the Global Crossing Network. It is the responsibility of the Customer to modify the software routing tables within the Customer Equipment.
- 3.1.8 The Customer must ensure that working and environmental conditions for Global Crossing's employees and agents installing or maintaining the NTE as a minimum conform to the requirements of national legislation relating to the work place.
- 3.1.9 If building work is to be carried out in the vicinity of or within the Site after the NTE has been installed; Global Crossing must be informed so that suitable precautions can be taken to prevent contamination by dust and other airborne contaminants of the NTE. These precautions may include powering down the NTE which

will be managed through the standard change control process as detailed in the CIG (Customer Information Guide).

- 3.1.10 The Customer must ensure that adequate precautions are taken to protect the NTE against unauthorized access and accidental damage and that the minimum necessary protection against fire damage is provided as stipulated by the applicable Health and Safety Regulations to the Customer Site where the NTE is located.
- 3.1.11 To facilitate timely installation of the NTE the Customer must provide precise details to Global Crossing for each Site of:
- a) full postal address including post code;
  - b) Only if no post code is available for the site an OS grid reference may be provided
  - c) primary telephone number and contact point;
  - d) secondary contact point;
  - e) Site suitability authorization;
  - f) Site floor plans; and
  - g) suitable access.

#### **4 Customer's Responsibilities**

- 4.1 In addition to any specific responsibilities set out elsewhere in the Master Agreement or these terms and conditions, the Customer:
- 4.1.1 shall resolve all Site related problems in relation to the Customer Equipment, NTE and the Services;
- 4.1.2 In the event of a fault or issue, Customer shall use its reasonable endeavors to work with Global Crossing to identify and implement improvements to the Services;
- 4.1.3 shall take responsibility for the safe use by the Customer's employees and custody of NTE at the Site(s);
- 4.1.4 shall where asbestos is, to Customer's knowledge, present in the Site, inform Global Crossing and highlight the relevant area with labels to ensure that such asbestos is not distributed;
- 4.1.5 shall be responsible for:
- all of Global Crossing's reasonable costs arising from the Customer's connecting to the Network, or permitting connection to the Network, of any equipment or services which have not been approved by Global Crossing that cause degradation or damage to the Network.
  - Global Crossing's reasonable costs resulting from the need to modify, change, suspend, maintain, repair or replace any part of the Services, Network, the Tail Circuits, NTE which has arisen as a direct result of Customer's negligence or default;
  - providing a clean power supply required for the safe and continuing function of NTE; and if the power is shut down without a formal change request then Global Crossing will not be liable for any SLA's or costs associated with replacing and or repairing NTE's that may have been damaged.
  - modification of routing tables in those cases where the Customer has opted for the IAC version of Indirect Voice Service;
  - costs incurred for any work conducted by a Global Crossing sub-contracted third party carried out at Customer's request outside the scope of the Services and a time outside the Working Day.
  - Any termination costs levied by Customer's previous telecommunications services provider as a consequence of Customer transferring any services to Global Crossing
- 4.1.6 acknowledges that the Services (i) are retail only services and that resale of the Services in any form is expressly prohibited, (ii) may not be used for or in connection with auto dialer applications, predictive dialers, or broadcast fax transmissions and (iii) are provided for use on connection with call center applications only with Global Crossing written approval on a case by case basis. If Customer intends to use the Services in connection with call center operations, Global Crossing will require detailed traffic forecasts and will discuss location-specific constraints relating to the Services. The terms of this Section 4.1.6 shall be considered material terms of Customer's agreement with Global Crossing, and that failure to comply therewith shall entitle Global Crossing to terminate the provision of the Services to Customer forthwith upon written notice. Notwithstanding this right, should Customer fail to comply with the terms of this Section 4.1.6, Global Crossing shall have the right (in lieu of terminating the provision of the Services) to immediately on notice increase the rates and/or charges payable by Customer for the Services, and Customer

- shall reimburse Global Crossing for any additional costs incurred by Global Crossing in the provision of the Services up to and including the effective date of such rate increases or termination.
- 4.1.7 shall select from the options for each Service type set forth in Section 4 of Exhibit A or Sections 2 and 3 of Exhibit B, as applicable, and identify on the Order Form all of the options it requires to be provided as part of the Services. In the event that the Order Form fails to identify all or any of the options that the Customer requires to be provided as part of the Services, then as applicable that option shall not be considered part of the Services and the lower standard of Service shall apply. Alternatively the Customer can raise another order to cover those service elements missed the first time. This subsequent order shall be subject to the same lead time SLAs as the first order if completed in the correct manner.
- 4.1.8 shall not, and shall not permit any person within Customer's control to:
- use the Network, the Services, and/or the NTE for any purpose other than that for which the Services are provided;
  - use the Network, the Services, and/or the NTE in breach of any reasonable operating instructions as may be notified to the Customer by Global Crossing from time to time;
  - carry out or try to carry out any repairs or alterations to the NTE unless authorized in writing by Global Crossing;
  - sell, charge, hire or otherwise prejudice Global Crossing's title in and to the NTE;
  - use the Network, the Services or the NTE in a manner which violates or infringes the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality) or violates or infringes any statutory duty or obligation or any duty or obligation in contract, tort or otherwise, to any third party;
  - knowingly use the Network, the Services or the NTE for the transmission of any material which is defamatory, offensive or of an obscene or menacing character;
  - modify its routing tables (IAC option only) without giving reasonable prior written notification to Global Crossing.
- 4.2 Global Crossing reserves the right to disconnect any Customer Equipment from the Network, and shall incur no liability whatsoever in doing so, if in the reasonable opinion of Global Crossing, the Customer's Equipment is liable to cause the death of, or personal injury to, or damage to the property of Global Crossing or any person engaged in the running of the Network or provision of the Services, or materially to impair the functioning of the Network.
- 4.3 For Indirect Voice Service where WLR is not required, the Customer must ensure that it has in place on the Site a telecommunications network connection with a Service Provider which will enable Customer calls to have indirect access into the Network.
- 4.4 Traffic Profile: As a condition of the provision of the Services, Customer is required to provide Global Crossing with a voice traffic profile and forecast of its usage of the Services (collectively the "Customer Profile"). The rates applying to Customers use of the Services will be based upon (a) the Customer Profile provided or, in default of Customer providing a Customer Profile, (b) a standard profile of the distribution of traffic for Global Crossing's retail voice customers ("Standard Profile") and c) the agreed Contract Period for the Services. If Global Crossing ascertains at any time upon review of Customer's traffic usage patterns, that the costs incurred by Global Crossing in connection with Customer's use of the Service are higher than average costs based upon the Customer Profile or Standard Profile (as applicable), then Global Crossing shall have the right upon three calendar days' written notice, to increase the rates for the Services, which revised rates shall take effect at the expiry of the three day notice period.

## 5 Consents and Approvals

- 5.1 Prior to the connection of Customer Equipment to the Network, the Customer must obtain any necessary consents and approvals required under any statute or by any governmental or regulatory authority, by or for any other person for the lawful installation or connection of Customer Equipment to the Network at the Customer Site, including but not limited to landlord consents. Global Crossing recognizes that all NTE associated with the Service shall conform to the relevant approval requirements as defined by BABT. Such approval is normally validated by a BABT label attached to the NTE.

- 5.2 The Customer grants or shall procure the grant in connection with real property of all permissions, licences, waivers, registrations and approvals necessary for Global Crossing to deliver, install and keep installed NTE at the Site(s), and to be able to provide the Service to the Site.

## **6 Customer Information and Co-operation**

- 6.1 The Customer must give Global Crossing all necessary information and co-operation that Global Crossing may reasonably require from time to time to enable Global Crossing to proceed without interruption with the performance of its obligations under these terms and conditions. This shall include but not be limited to:
- 6.1.1 notifying Global Crossing of a primary contact who will be responsible for all issues relating to the operation and/or management of the Service;
- 6.1.2 providing a current valid list of primary contact names and numbers at each Site;
- 6.1.3 providing a prompt report to Global Crossing of any loss or damage to NTE whilst at the Customer's risk;
- 6.1.4 subject to any confidentiality provisions, providing copies of all Customer-controlled documentation requested by Global Crossing and necessary for Global Crossing to discharge its obligations under these terms and conditions.

## **7 Payment and Billing**

- 7.1 Notwithstanding anything to the contrary in the Master Agreement, the Services will be provided by Global Crossing (UK) Telecommunications Ltd., and all Service Charges will be invoiced to Customer by, and payable by Customer to, Global Crossing (UK) Telecommunications Ltd.
- 7.2 The Service Charges comprise of:
- 7.2.1 call charges
- 7.2.2 rental charges;
- 7.2.3 installation charges; and
- 7.2.4 any other charges set out in the Pricing Schedule or as agreed between the parties from time to time.
- 7.3 All Service Charges are exclusive of VAT.
- 7.4 Call charges will be invoiced monthly in arrears. Rental charges will be invoiced monthly in advance, where applicable. The first monthly invoice shall include a pro-rated sum in arrears covering the period between the Service Commencement Date and the end of the first Month.
- 7.5 Installation charges will be invoiced monthly in arrears from the Service Commencement Date, where applicable.
- 7.6 Global Crossing will invoice any other charges in arrears or in advance as agreed between the parties from time to time..
- 7.7 At any time after the first anniversary of the Service Commencement Date, and not more than once annually thereafter, Global Crossing may change the Service Charges by giving the Customer not less than thirty days' notice in writing, provided that if the parties do not reach agreement on such changes to the Service Charges, Customer may terminate the Services without liability. In addition, Customer understands that the Service Charges are reflective of the charges levied on Global Crossing by third party providers who terminate calls to numbers on networks owned and/or operated by those and other third party providers ("Third Party Charges"), and that such Third Party Charges may be subject to change during the term for which the Services are to be provided by Global Crossing to Customer. Accordingly, Global Crossing reserves the right, upon no less than thirty days' notice to Customer to change Service Charges for specific call destination regions and/or to change ancillary charges to reflect changes in Third Party Charges levied on Global Crossing.
- 7.8 Where Global Crossing provides supplementary assistance and services to the Customer at their request which are additional to the contracted Services (including technician call-outs resulting from a reported Service Outage where no actual Service Outage is found, or the Service Outage is due to equipment not owned, supplied or maintained by Global Crossing under these terms and conditions or in the case of Indirect Voice Service the call-out is out of hours), Global Crossing reserves the right to charge the Customer for such assistance or services at Global Crossing's standard rates then in force.

- 7.9 Charges arising under these terms and conditions shall be paid in accordance with the applicable terms of the Master Agreement.
- 7.10 Once the Customer and Global Crossing have signed the Order Form cancellation charges may apply and if set out in the Pricing Schedule shall be at the rates set out therein.

## **8 SLA Credits**

- 8.1 If the Service Commencement Date for a Site occurs later than its respective Ready for Service Date, then Global Crossing shall, subject to Section 8.3. of these terms and conditions pay to the Customer a service credit in accordance with these terms and conditions.
- 8.2 Global Crossing will provide the Services at the Service Levels specified in the Product Specification. Where Global Crossing fails to achieve the Service Levels for a Site, then Customer shall be entitled to SLA credits in accordance with these terms and conditions. SLA credits are only payable for Fix Times or Service Outages where a valid fault report is logged with the Fault Desk.
- 8.3 Customer agrees that the SLA credits provided for in these terms and conditions represent a reasonable pre-estimate of the Customer's losses for failures of the Services to achieve the Service Levels, and that the payment by Global Crossing of such SLA credits shall be Customer's sole remedy in respect of such failures. No SLA credits shall be payable arising out any failure to meet agreed Ready for Service Date(s) and/or Service Levels where such failure results from any act or omission by Customer or a third party (excluding a Global Crossing subcontractor), or from an event of Force Majeure as defined in the Master Agreement.
- 8.4 SLA credits payable to the Customer under these terms and conditions may be set-off by Global Crossing against Service Charges payable by the Customer. In such circumstances Global Crossing shall provide the Customer with appropriate credit notes for VAT purposes to the extent permitted by law. If, in respect of any invoicing period, the SLA credits payable exceed the Service Charges that would otherwise be payable, the balance will be carried forward to the following invoicing period.
- 8.5 If at the date of termination or expiration of the Services accrued SLA credits are outstanding, Global Crossing will pay the outstanding balance to the Customer, subject to any right of Global Crossing to set such amounts off against any other amounts payable by the Customer to Global Crossing under the Master Agreement.

## **9 Commencement and Termination**

- 9.1 These terms and conditions shall come into effect on the date of signature hereof and shall continue in force until the expiry of the Contract Period (after which the terms and the Services will automatically continue in effect until terminated by either party giving to the other not less than three months' written notice of termination, such notice to expire on or after the expiry of the Contract Period) unless terminated earlier in accordance with these terms and conditions or the Master Agreement, as applicable.

## **10 Fraud**

- 10.1 The Customer shall comply with all reasonable recommendations submitted to it by Global Crossing with a view to minimising the risk of fraud.
- 10.2 Global Crossing shall have the right to recover from the Customer losses which Global Crossing incurs as a result of fraudulent activity by Customer or Customer's authorized end users of the Services; or unauthorized users of the Services at the Site, unless such access was due to the negligence or default of Global Crossing.
- 10.3 Global Crossing may suspend the Service and introduce reasonable Service restrictions and security procedures and measures where it has reasonable grounds for believing that there is fraudulent usage, but will, as circumstances permit, provide the Customer reasonable prior to or at the time of such suspension.

## **11 Alteration to Numbering**

- 11.1 Global Crossing shall have the right, upon such notice as is reasonable practical in the circumstances, to alter any name, code or number made available or used in connection with the Services where such alteration is necessary in order to comply with any instructions of any regulatory or governmental authority having authority to direct such alterations, and will incur no liability to the Customer arising out of such alteration.

**12 Moves, Changes And Further Provisions**

- 12.1 If the Customer wishes to make any move, change or further provision to NTE or the Services after the Service Commencement Date, the Customer may submit a request in writing and Global Crossing will notify the Customer within 10 days as to whether the move, change or further provision is acceptable and detail the terms (if any) applying thereto.

**13. Consequences of Expiration/Termination**

- 13.1 Upon the expiry or termination of the Services for any reason Global Crossing shall have the right to request permission, such permission not to be unreasonably withheld, to enter the Site(s) during business hours for the purpose of removing all or any NTE.
- 13.2 If the Services are terminated prior to expiry of the Contract Period (except by Customer under a right to do so because of a breach by Global Crossing), Global Crossing shall calculate whether the actual price agreed with the Customer for the Services is lower than the actual average costs incurred by Global Crossing in providing the Services over the period for which the Services were provided prior to termination, and if so, reserves the right to retrospectively re-rate Customer's traffic at a higher rate and invoice Customer for the difference, payment to be paid in accordance with the invoicing terms of the MSA.



**EXHIBIT A****SPECIFICATION FOR DIRECT VOICE SERVICE****1. Service Outline**

- 1.1 This service as described enables a customer within the United Kingdom to access the Network for the purpose of routing switched voice or data calls to any dialled destination.
- 2.1 The Service is available on a direct connection. The following service outline covers the direct component.

**2. Service Overview**

- 2.1 The Service includes:
  - Arranging the connection of the appropriate Tail Circuit(s);
  - Routing of outgoing Customer calls;
  - Support and maintenance by the Fault Desk during the Incident Management Period (24 x 7); and
  - Summary reporting of outgoing call details.

**3. Service Technical Description**

- 3.1 Global Crossing will provide E1 tail circuit(s) between the Site and the Network with 30 channels operational per Tail Circuit. The tail circuit will either be provided wholly by Global Crossing or in part by a third party provider's leased lines.
- 3.2 The Tail Circuit will be linked, via the Network, to a port on one of Global Crossing exchanges.
- 3.3 As a minimum the Customer will be provided with a single unique geographic telephone number from Global Crossing's allocation of numbers issued by Ofcom
- 3.4 Where Customer does not subscribe to UK Emergency Service (as described in Exhibit D) calls made using a Service Code number (including but not limited to 100, 112, 151, 152, 153 and 999 numbers) must be set-up to route automatically to the network of the Service Provider advised by the Customer. Global Crossing shall not be responsible for ensuring that an emergency service call reaches the emergency operator.
- 3.5 Direct Voice Services are available within the United Kingdom and Northern Ireland only.

**4. Service Options**

- 4.1 Sections 4.2, 4.3, and 4.4 set out the options available with the Service. The Customer must identify on the Order Form all options to be provided as part of the Service.
- 4.2 The Customer may order a further allocation of geographically based telephone numbers in association with E1 Tail Circuit, subject to approval by Global Crossing.
- 4.3 Customers taking geographically based numbers may also request a Direct Dial Inward (DDI) facility, subject to approval by Global Crossing.
- 4.4 Customers may also import numbers issued by another Service Provider under the Ofcom directive concerning geographic number portability. Implementation of this option will be at the discretion of Global Crossing and subject to compliance with the Ofcom directive by the Service Provider.

**5. Service Boundary**

- 5.1 Global Crossing is responsible for providing the Service up to and including the Customer Interface at each Site. Any equipment or Services provided beyond the Customer Interface is the Customer's responsibility.

**6. Reporting**

- 6.1 The Service provides monthly call detail reports: Summary reports containing statistics on outgoing calls, limited to a Global Crossing standard report set which customer can access via a Global Crossing web portal

**7. Site Requirements**

- 7.1 The Customer is required to provide a suitable environment for accommodating active Global Crossing maintained Equipment. The environment should conform to ETS 300 019-1-3 Class 3.1, notably:
- Temperature limits within +5°C to +40°C
  - Humidity limits within 5% to 85%.
- 7.2 The environment must also be suitable for equipment conforming to the following EMC standards:
- BS EN 55022 for radiated and conducted emission.
  - IEC 801 for electro-static discharge, radiated susceptibility and conducted susceptibility.
- 7.3 The Customer is required to provide an a.c. mains power source in accordance with BS EN 50160 presented by a 3-pin mains socket. The power source should be within 3 metres of the proposed Customer Interface.

## 8. Direct Voice Service Levels

This Section describes the criteria by which Global Crossing will:

- Provide the Service; and
- Manage the Service

### 8.1 Provision of the Service

#### 8.1.1 Service Lead Times

The Service lead times are identified in Table 1 below: Service Outages are managed in accordance with Section 8.4 below.

Table 1 - Service Lead Times

Provide a New E1 Direct Voice Service	55 Working Days
Provide DDI facility to existing E1 Direct Voice Service	5 Working Days

- 8.1.2 For each Site a Ready for Service (RFS) date will be agreed between the parties, based on the Service lead times set out below.
- 8.1.3 All lead times commence from Global Crossing's acceptance of the Order.
- 8.1.4 In the event that the Service for a Site is not Ready for Use by the expected RFS Date, SLA credits shall be payable as set out in section 8.5 below.
- 8.1.5 Where an Order Form requires a number of Sites to receive the Service, each Site will have a RFS Date agreed between the parties. Liquidated damages are only payable where the actual delivery date for a particular Site falls after its respective RFS Date.

### 8.2 Management of the Service

- 8.2.1 Service Fix Times: Fix Times are identified in Table 2 below. If Global Crossing fails to Fix a Fault within the stated time shown in Table 2, the service credit structure identified in section 8.5 comes into operation:

Table 2 – Service Fix Times

<i>Service</i>	<b>Fix Time</b>
<b>Direct Voice Service (Standard)</b>	5 Hours

### 8.3 Service Outage Reporting

- 8.3.1 The Customer shall report all Service Outages to the Fault Desk as per the process defined in the Customer Information Guide.

8.3.2 To diagnose and resolve any suspected Service Outage rapidly and effectively, Global Crossing requires certain information from the Customer when the Service Outage is first reported. This will normally include:

- The telephone number allocated by Global Crossing, or 1st in the range if DDI has been provided.
- Symptoms of the Service Outage;
- Details of any tests carried out by any third party (e.g. PABX Maintainer) or the Customer in attempting to localise the Service Outage and any associated fault reference number;
- Availability of access to the Site for engineering staff; and
- Whether affected circuits can be taken out of service, if necessary, for testing.

8.3.3 Global Crossing cannot guarantee successful termination of calls to destinations – local or international where there is a partial interruption in the Service caused when traffic passes through the network of another public telephone operator. Customers may report such Service Outages where calls to a particular destination are failing but Global Crossing will not treat these as Service affecting and shall have no liability to the Customer whatsoever as a result of incidents of this nature.

#### 8.4 Service Outage Resolution

8.4.1 When a Customer reports a Service Outage, Global Crossing will log the Service Outage and allocate a unique service request number to it. The Customer must quote this number in all subsequent communications.

8.4.2 The Customer can request progress updates at any time, by quoting the service request number.

8.4.3 The Fix Time commences from the time the Service Outage is logged by the Fault Desk and stops at such time as the parties agree that the Service has been restored and is working in accordance with the agreed Product Specification. Any delay incurred because further information is required, or access to site is denied, or any other reason outside the control of Global Crossing preventing them from continuing to deal with the fault will fall outside this fix time.

8.4.4 The Customer must advise Global Crossing if Customer becomes aware that the Services are restored following a Service Outage, or that a Service Outage was caused by Customer equipment. NTE

#### 8.5 Service Credits

Global Crossing will pay SLA credits to the Customer where Global Crossing fails to achieve the Delivery or Fix Times stated above.

8.5.1 Delivery of the Service

- In the event that the Service for a Site is not Ready for Use by the committed RFS Date, the SLA credits will be calculated as follows: a payment of £10 for each full Working Day's delay in excess of the stated SLA, subject to a maximum of £90 for that Site.
- The period of delay is calculated as the day after the RFS Date up to but not including the actual Service Commencement Date for that Service.
- Where an Order Form requires a number of Sites to receive the Service, each Site will have an RFS Date agreed between the parties. Liquidated damages are only payable where the actual date a particular Site is Ready for Use falls after its respective RFS Date. The period of delay is the day after the RFS Date up to but not including the actual Service Commencement Date for that Service.
- No SLA credits shall be payable where Global Crossing's delay or failure to meet the RFS Date for a Site has been caused by an act, direction, failure, fault or omission on the part of the Customer, or a third party, or by an event of Force Majeure as defined in the Master Agreement.

8.5.2 Fixing the Service

- Global Crossing will pay SLA credits to the Customer where Global Crossing fails to achieve the Fix Times stated above. The SLA credits will be calculated as follows:

- An initial payment of £10 for each full Working Hour the Service Outage continues beyond the stated SLA, up to a maximum of £100 per month for each affected Customer Site.

**EXHIBIT B****SPECIFICATION FOR INDIRECT VOICE SERVICE****1. Service Outline**

- 1.1 The Indirect Voice Services as described in this Product Specification enables a Customer within the United Kingdom to access the Network for the purpose of routing voice calls to any dialled destination.
- 1.2 The Servicesv are available on an Indirect connection. The following service outline covers the indirect component.

**2. Service Overview**

- 2.1 The Service includes:
  - (a) Set up of Customer on the Global Crossing Carrier Pre-Select service for call routing;  
Or  
Set up of Customer and instruction detail for a Global Crossing Indirect Access Code (IAC) option where the Customer effects PBX programming for call routing;
  - (b) Routing of outgoing Customer calls;
  - (c) Support by the Fault Desk during the Incident Management Period (defined in terms and conditions); and
  - (d) Summary reporting of outgoing call details.

**3. Service Technical Description**

Indirect Voice Servicesv are provided using a PTO Service Provider's Tail Circuit (currently BT only) and is achieved either by adding a Global Crossing Indirect Access Code (IAC) prefix to the dialled number or through activating the Customer CLI's at the local BT exchange to pre-select Global Crossing as the preferred carrier.

The Indirect Voice Service does not cover the operation or maintenance of the local loop. The Customer will be responsible for payment to the Service Provider of any associated charges for these tail circuits unless the Customer takes the WLR Service (as described in Exhibit C) whereupon Global Crossing shall be responsible for payment of the aforementioned charges.

There are two means of access, one of which must be selected by Customer for each CLI (Customer Line Identifier):

- Carrier Pre-Selection
- Indirect Access Code

**3.1 Access via Carrier Pre-Select**

- 3.1.1 Global Crossing will contact BT indicating that all calls originating from the Customer, identified by the Customer line identity or telephone number, should be routed via the Global Crossing network by default. BT will confirm within 24 hours in writing to Global crossing acceptance or rejection of an order.
- 3.1.2 Accepted orders will be confirmed to Global Crossing by BT with a switchover date, this date will be communicated to the Customer in writing by Global Crossing and will be the date of service commencement.
- 3.1.3 Rejected orders, i.e. requests rejected by BT due to conflicting services, incomplete or inaccurate customer data will be advised to the Customer by Global Crossing and a new order will be required.
- 3.1.4 Carrier Pre-Select does not require the Customer PBX to be reprogrammed, though it will need to be deprogrammed if the Customer has Indirect Access Code already. Similarly any smartboxes will need to be removed.

- 3.1.5 BT updates its local exchange routing tables to pass traffic to the global crossing switching infrastructure via the appropriate Global crossing interconnect gateway.
- 3.1.6 All calls will route via the Global Crossing network except Service Code numbers (including but not limited to 100, 112, 150, 151, 152, 153 and 999 numbers), 0844 04/0808 99 number ranges or other ranges used for unmetered Internet access. For clarification, where Global Crossing has agreed with the Customer for the provision and support of telephone lines as described in the Wholesale Line Rental Service (Exhibit C), then the customer will receive an invoice from Global Crossing for these calls.
- 3.1.7 Calls prefixed with 1280 will be routed via BT's network.
- 3.1.8 Conflicting services which the Customer must remove before Global Crossing CPS services can be supplied:
- Products based on pure call diversion
  - FeatureNet and other Centrex services
  - Subscriber Pulse Metering Products
  - Multi Subscriber Numbering
  - Public and managed payphones
  - Social Telephony such as Light User Schemes
  - Inbound only CLI e.g. CallSign and ByPass
  - Red Care (alarm line services)

### **3.2 Access via Global Crossing's Indirect Access Code (IAC)**

- 3.2.1 The insertion of Global Crossing's Indirect Access Code (IAC) prefix is carried out through programming the routing table of the Customer PBX. The responsibility for call routing and maintenance of the PBX rests with the Customer.
- 3.2.2 Where the Customer accesses the Global Crossing Network using Global Crossing's IAC then all calls made using a Service Code number (including but not limited to 100, 112, 150, 151, 152, 153 and 999 numbers) must be set-up to route to BT. Global Crossing shall not be responsible for ensuring that an emergency service call reaches the emergency operator.

### **4. Service Boundary**

- 4.1 The Service Provider's line and its maintenance are the Customer's responsibility as is the Customer's PBX.
- 4.2 Global Crossing will take responsibility for the termination of calls as and when BT passes them on to the Global Crossing Network unless the Customer takes the WLR Service whereupon it shall be Global Crossing's responsibility. Note that unless Customer takes the WLR Service the performance of the local loop and that of the BT local exchange is not Global Crossings' responsibility.

### **5. Reporting**

- 5.1 The Service provides monthly call detail reports: Summary reports containing statistics on outgoing calls, limited to a Global Crossing standard report set which customer can view and download via a Global Crossing web portal.

### **6. Site Requirements**

- 6.1 The Customer is required to be serviced via a BT access line.
- 6.2 Where Global Crossing Indirect Access Code (IAC) is the chosen access method then the Customer has the responsibility for ensuring their PBX is capable of accepting IAC programming.

## 7.1 Provision of the Service

7.1.1 Target Service Lead Times: The Target Service lead times are identified in Table 1 below: Service Outages are managed in accordance with section 7.2 below.

**Table 1 – Target Service Lead Times\***

<i>Indirect Voice Service (With Carrier Pre-Select)</i> Activation of Customer CLI's on BT network	15 Working Days
<i>Indirect Voice Service (With Global Crossing Indirect Access Code Option)</i> Authorisation of Customer CLIs	10 Working Days

*\*the above CPS lead times do not apply when WLR and CPS are ordered simultaneously. Lead times for this order type are detailed in Exhibit C.*

**The above Service lead times are dependent upon the following:**

- Carrier Pre-Select Option: Connection time is dependent upon:
  - a) Accuracy of the Customer details provided at point of order; and
  - b) Acceptance of the Customer activation request by BT.
- Global Crossing's Indirect Access Code Option: connection is dependent upon:
  - a) Authorisation of the Customer CLIs by Global Crossing; and
  - b) The Customer making the necessary changes at the Customer PBX. Global Crossing can accept no responsibility for any delays on this aspect.

7.1.2 For each Site a Ready for Service (RFS) date will be agreed between the parties, based on the Service lead times set out below.

7.1.3 All lead times commence from Global Crossing's acceptance of the Order. Delivery of the service will be constrained to only that covered by the order as accepted by Global Crossing. Should additional lines require connection the Customer should raise a new order.

7.1.4 Where an Order Form requires a number of Sites to receive the Service, each Site will have a RFS Date agreed between the parties.

7.1.5 The Customer shall ensure that the order form is completed accurately. If for some reason a site or CLI(s) is missed or BT rejects a Carrier Pre-Select request due to a Customer details query, a new order will be raised to a new RFS date. Customer acknowledges that accuracy of information regarding their services with British Telecom is a pre-requisite in order to enable Global Crossing to provision the Service.

## 7.2 Management of the Service

7.2.1 Target Fix Times: Target Fix Times are identified in Table 2 below.

**Table 2 – Target Fix Times**

<i>Service</i>	<b>Target Fix Time</b>
Indirect Voice Service – Carrier Pre-Select ( <b>note Service Boundary in section 4 applies</b> )	10 working hours
Indirect Voice Service – Indirect Access Code ( <b>note Service Boundary in section 4 applies</b> )	<i>10 working hours</i>

### 7.3 Service Outage Reporting

- 7.3.1 The Customer shall report all Service Outages to the Fault Desk as defined in the Customer Information Guide.
- 7.3.2 To diagnose and resolve any suspected Service Outage rapidly and effectively, Global Crossing requires certain information from the Customer when the Service Outage is first reported. This will normally include:
- Site address
  - The telephone number or numbers (CLI) affected by the Service Outage;
  - Symptoms of the Service Outage;
  - Details of any tests carried out by any third party (e.g. BT or PABX Maintainer) or the Customer in attempting to localise the Service Outage and any associated fault reference number (from BT); and
  - Any fault on a single number being dialled should include the tone or message being received.
- 7.3.3 Global Crossing cannot guarantee successful termination of calls to destinations – local or international where there is a partial interruption in the Service caused when traffic passes through the network of another public telephone operator. Customers may report such Service Outages where calls to a particular destination are failing but Global Crossing will not treat these as Service affecting and shall have no liability to the Customer whatsoever as a result of incidents of this nature.

### 7.4 Incident Resolution

- 7.4.1 When a Customer reports a Service Outage, Global Crossing will log the Service Outage and allocate a unique service request number to it. The Customer must quote this number in all subsequent communications.
- 7.4.2 The Customer can request progress updates at any time, by quoting the service request number.
- 7.4.3 The Fix Time commences from the time the Service Outage is logged by the Fault Desk and stops at such time as the parties agree that the Service has been restored and is working in accordance with the agreed Product Specification. Any delay incurred because further information is required, or any other reason outside the control of Global Crossing preventing them from continuing to deal with the fault will fall outside this fix time.
- 7.4.4 The Customer must advise Global Crossing if Customer becomes aware that the Services are restored following a Service Outage, or that a Service Outage was caused by Customer equipment.
- 7.4.5 Where the Incident is logged by the Fault Desk after normal Working Hours, the fix time shall commence from the start of the next Working Day. Where the Fault is not fixed before the end of a Working Day, the Fix Time is interrupted and will re-start on the next Working Day.



**EXHIBIT C****SPECIFICATION FOR WHOLESALE LINE RENTAL (WLR) SERVICE****1. Service Outline**

- 1.1 The Wholesale Line Rental Services (“WLR Service”) as described in this Exhibit C enables a Customer within the United Kingdom only to transfer existing BT Lines to Global Crossing and order new BT Lines, such that Global Crossing becomes the network provider for voice services on these lines for the purpose of routing voice calls to any destination as described in the Global Crossing Indirect Voice Service specification.
- 1.2 WLR Customers must order a Global Crossing Indirect Voice Service such as Carrier Pre-Select as part of the WLR Service. Any exception to this clause must be authorised by Global Crossing prior to placement of order.
- 1.3 Global Crossing reserves the right to immediately cancel the WLR Service, and apply cancellation fees if a Customer subsequently routes its outbound voice traffic via another telecommunications provider.

**2. Service Overview**

2.1 The WLR Service shall include:

- (a) The transfer of ownership of an existing BT line to Global Crossing or the ordering of a new BT line by Global Crossing that terminates on the Customer premises. Accordingly BT shall invoice Global Crossing and the Customer shall be billed by Global Crossing for the line rental, for any chargeable features or services on the line, and for all outbound calls made via the Global Crossing Network.
- (b) Routing of outgoing Customer calls via the Global Crossing Indirect Voice service.
- (c) Support by the Fault Desk to the agreed level of maintenance in the event of a fault.
- (d) Other services or activities as agreed between the parties pursuant to the Master Services Agreement.

2.2 The WLR Service covers the operation and maintenance of the BT line and any agreed BT services that operate on the line subject to the WLR Service only.

2.3 Rejected orders, i.e. requests rejected by BT or Global Crossing due to conflicting services, or incomplete or inaccurate Customer data will be advised to the Customer by Global Crossing and a new order or additional information will be required, provided this shall not limit in any way Global Crossing’s ultimate right to refuse to provide the WLR Service in certain situations.

2.4 WLR Service does not require the Customer PBX to be re-programmed.

2.5 There are three types of WLR service available:

<b>PSTN</b>	<b>BT Direct Exchange Line, available with up to seven auxiliary lines.</b>
<b>ISDN2</b>	<b>2 x 64 kbps channels. This product can be ordered in 2, 4, 6 or 8 channels</b>
<b>ISDN30</b>	<b>30 x 64 kbps channels. This product can be ordered with a minimum of 8 channels</b>

**Service Pre-conditions**

2.6 In addition to Section 1.2 above the following pre-conditions apply to the WLR Service:

2.6.1 All BT line features required with transferred or new lines must be identified by Customer prior to order placement. These include, but are not limited to, services such as Call Diversion, Call Barring, Ring-Back-Inhibit, CLIP, CLIR, Call Waiting and DDI. Most of BT services are chargeable and will be subject to a quotation by Global Crossing. These features are included as examples and may not apply to all WLR types.

2.6.2 It is not possible to replicate the entire range of BT services, and some offerings may not be available as part of the Global Crossing WLR Service product set even if existing on the service prior to transfer. Global Crossing may not be able to offer any feature or service after its discontinuance, alteration or restriction by BT.

2.6.3 Global Crossing do not guarantee to better or match any given BT feature or line price, special offer , or price change whether temporary or permanent.

### **WLR Conflicting Services**

2.7 There are a number of conflicting services which the Customer must remove before Global Crossing WLR Service can be provided. These may change from time to time and shall not be limited to the following:

- FeatureNet and other Centrex services
- Temporary Lines
- In Contact Plus
- Protected Services Scheme
- Social Telephony such as Light User Schemes
- Network Controlled Calling
- ADSL

2.7.1 Global Crossing will not be held responsible for the loss of these or similar services if a Customer line is transferred.

2.8 For the avoidance of doubt as customers must order a Global Crossing Indirect Voice Service, such as Carrier Pre-Select in conjunction with WLR Service, the conflicting services for WLR will also include the conflicting services for Carrier Pre-Select as detailed within Exhibit B. Customers should ensure that any line they wish to transfer to the WLR Servicesv are not Carrier Pre-Select exempt either in itself or as a result of a feature or service.

### **3. Service Boundary**

3.1 The Customer's PBX, handsets, faxes, modems, PCs and any hardware connected to the line other than by Global Crossing are the Customer's responsibility. Distribution frames, jumpering, cross connections to Customer's network and internal wiring are also the Customer's responsibility.

3.2 Global Crossing will take responsibility for the termination of calls as and when BT passes them on to the Global Crossing Network.

3.3 Customer should take all reasonable steps (e.g. swapping handsets, testing equipment on alternative lines etc) to ensure the Customer equipment has been fully eliminated as the source of any issues prior to logging a fault call. Global Crossing reserve the right to charge Customer where an engineer is called to site for a fault that is outside of the agreed Service Boundary.

### **4. Provision of the Service**

4.1 Service Lead Times: The Service lead times are identified in Table 1 below:

**Table 1 – Service Lead Times**

<b>Product</b>	<b>Transfer</b>	<b>New</b>
<b>PSTN WLR</b>	<b>17 working days</b>	<b>17 working days</b>
<b>ISDN2 WLR</b>	<b>17 working days</b>	<b>17working days</b>
<b>ISDN30 WLR</b>	<b>17 working days</b>	<b>27 working days</b>

4.2 All lead times commence from Global Crossing's acceptance of the Order. The above lead times are for orders of 100 lines or less. For all orders of over 100 lines the lead times shall be agreed between the parties.

4.3 Unless otherwise agreed, the above lead times will also apply to CPS when WLR and CPS are ordered simultaneously.

4.4 Delivery of the service(s) can be anytime up till the close of business day stated by Global Crossing.

4.5 Delivery of the WLR Service will apply only to the line(s) covered by the order as accepted by Global Crossing. Should additional lines require connection the Customer shall raise a new order.

4.6 Customer acknowledges that accuracy of information regarding their services with BT is a pre-requisite in order to enable Global Crossing to provision the WLR Service. A copy of the customer's BT bill will be required in order to determine if the service can be transferred and what charges will be made to the Customer.

4.7 A Letter of Authority printed on Customer's letter headed paper, and signed by the Customer will be required to enable Global Crossing to provision the transfer of Customer's BT line to Global Crossing's WLR Service.

4.8 For the provision of new lines the Customer will need to allow BT access to the premises at agreed times in order to undertake installation work. Failure to comply with agreed appointment times, to provide a safe working environment, or to provide access to any necessary area, ducting, cable trays, or similar facility may result in a charge for aborted engineering visit.

4.9 The Customer agrees to supply any necessary information to facilitate the installation of new lines including Customer contact names and telephone numbers, and information regarding where and how lines are to be terminated. Customer shall be responsible under the applicable Data Protection laws for obtaining any consents required for the provision of any personal data to Global Crossing.

## **5. Service Outage Reporting**

5.1 The Customer shall report all Service Outages to the Fault Desk.

5.2 To diagnose and resolve any suspected Service Outage rapidly and effectively, Global Crossing requires certain information from the Customer when the Service Outage is first reported. This will normally include:

- Site address
- The telephone number or numbers (CLI) affected by the Service Outage
- Symptoms of the Service Outage including any tone or message that is being received
- Details of any tests carried out by any third party (e.g. BT or PABX Maintainer) or the Customer in attempting to identify the Service Outage, and any associated fault reference number (from BT)

5.3 Global Crossing cannot guarantee successful termination of calls to any destination where there is an interruption in the Service caused when traffic passes through the network of another public telephone operator. Customers may report such Service Outages where calls to a particular destination are failing but Global Crossing

will not treat these as Service affecting and shall have no liability to the Customer whatsoever as a result of incidents of this nature.

5.4 When a Customer reports a Service Outage, Global Crossing will log the Service Outage and allocate a unique service request number to it. The Customer must quote this number in all subsequent communications.

5.5 The Customer can request progress updates at any time, by quoting the service request number.

5.6 The Fix Time commences from the time the Service Outage is logged by the Fault Desk and stops at such time as the parties agree that the Service has been restored and is working in accordance with the agreed Product Specification. Any delay incurred because further information is required, or any other reason outside the control of Global Crossing preventing them from continuing to deal with the fault will fall outside this fix time.

5.7 The Customer must advise Global Crossing if Customer becomes aware that the Services are restored following a Service Outage, or that a Service Outage was caused by Customer equipment.

5.8 Where the Incident is logged by the Fault Desk after normal Working Hours, the fix time shall commence from the start of the next Working Day. Where the Fault is not fixed before the end of a Working Day, the Fix Time is interrupted and will re-start on the next Working Day.

5.9 Target Fix times:

The below maintenance levels will apply depending on the level of care indicated on the Order Form by the Customer for the applicable WLR Service:

**Level 1**

2 working days to fix  
(Mon to Fri excluding public and bank holidays).

**Level 2**

Fix next working day including Saturday (excluding public and bank holidays)

**Level 3**

If the fault is reported to Global Crossing by 11 am then it will be fixed the same day subject to access.  
(Mon to Sun including public and bank holidays)

**EXHIBIT D****SPECIFICATION FOR UK EMERGENCY SERVICE**

1. Where Customer orders a Direct Voice Service, Global Crossing will, subject to Section 1.9 below, provide UK Emergency Service (“UKES”). UKES provides for the termination of calls initiated on Customer’s network within the UK to 999 and 112 emergency services (“Emergency Calls”). Global Crossing will terminate such Emergency Calls to the relevant UK emergency service (“Emergency Organisation”) via an emergency services operator such as British Telecommunications plc (“BT”), subject to the remaining provisions of this Section 1. UKES is not provided for calls originating outside of the UK, nor in respect of Indirect Voice Service; Customer expressly acknowledges that in order to facilitate the provision of UKES, Customer must be provisioned with Direct Voice Service (Exhibit A) as described in these terms and conditions.

1.2 The provision of UKES is conditional upon successful testing of the service feature following provision by Customer of the following information (“Service Information”):

- a valid CLI number conforming to the UK national numbering scheme. If a location-specific CLI is not available, Customer must provide a valid default CLI to Global Crossing in a form compliant with prevailing regulatory requirements. If Customer is providing a default CLI, it must ensure that the default CLI is registered at the address an Emergency Call would originate from. For these purposes, a valid CLI number must be: (i) a number that has been provisioned to Customer by Global Crossing as part of the Direct Voice Service; (ii) a number that has been ported to Global Crossing as part of the Direct Voice service; or (iii) a number that is hosted by Global Crossing as part of the Direct Voice service; and
- Customer location details, required necessary for the database(s) used to provision UKES, presented in the following format for each applicable number or number range(s):

	<u>(Example only)</u>
Directory Number:	01256732772
Name (of Site or Branch):	Global Crossing
Address line 1:	Oakwood
Address line 2:	Crockford Lane
Address line 3:	Basingstoke
UK Postcode:	RG24 8WB
	Then:
	01256732773
	Etc

Where there is a contiguous number block all in the same location the first line format may be:- 0125673000 – 0125673199 (all numbers must be inclusive to use this format).

1.3 Customer must provide Global Crossing with timely notification of any changes to Service Information. If Customer is unable for any reason to provide Global Crossing with the above Service Information, it may instead (with Global Crossing’s prior agreement), provide Global Crossing with a single point of contact, available 24x7 (the “Emergency Contact”), for use by Global Crossing in the event of any difficulty in determining the geographic origination of an Emergency Call. In these circumstances, BT emergency operators or other Emergency Organisations will contact the Emergency Contact to request further location information and/or to request network trace capability (where necessary).

1.4 Where Customer registers a geographic address for UKES for a CLI number and subsequently wishes to port that number out of the geographic area that the CLI number is associated with, Global Crossing will endeavor to provision UKES to that CLI number as soon as reasonably practicable. In these circumstances, Customer acknowledges that the successful provision of UKES in respect of that CLI number may be delayed or obstructed.

1.5 Customer is responsible for:

- the origination of Emergency Calls from its premises equipment;
  - receiving '999' and '112' as dialed digits from its end-users' premises equipment and identifying the correct CLI number as the end-user's CLI/ANI (Automatic Number Identification);
  - assigning the appropriate CLI number associated with its (and/or its end-user's) physical location;
  - delivering each Emergency Call to Global Crossing with its or its end-user's CLI/ANI conforming to the requirements of Section 1.2 above as the calling number, and the called number in Initial Address Message ('IAM') or other relevant field depending upon signaling protocol;
  - providing any Customer premises hardware and software necessary to use UKES;
  - complying with all legal and regulatory requirements applying to UK emergency services, as the same may be updated from time to time (such as employee / end-user notification requirements), including those required under OFCOM's General Conditions 4, 14 and 18;
  - complying immediately with any reasonable instructions issued by Global Crossing from time to time regarding the routing of Emergency Calls for the purposes of UKES; and
  - ensuring that sufficient capacity is ordered from Global Crossing to allow for the provision of UK ES,
- 1.6 Customer acknowledges that UKES is subject to and will be provided in accordance with all applicable laws and regulations. Without limiting the generality of the foregoing, Global Crossing may be required to provide immediate assistance and access to UK police forces and other governmental security functions. Customer undertakes to provide, or to procure the provision of any assistance reasonably required to assist Global Crossing in meeting such obligations. In addition, Customer acknowledges that Global Crossing is subject to requirements under OFCOM's General Conditions, including General Condition 4, and accordingly must (in addition to other obligations) inform the Emergency Organisations of the geographic origination of Emergency Calls originating from Customer.
- 1.7 Customer acknowledges that UKES is provided on an "as is" basis. Global Crossing expressly disclaims all warranties regarding UKES, whether express or implied, oral or written, including warranties of merchantability or fitness for any particular purpose to the fullest extent permitted by law. Global Crossing does not warrant that UKES will meet the Customer's requirements or that operation of UKES will be uninterrupted or error-free or that defects will be corrected. Customer's sole and exclusive remedy in the event of any dissatisfaction with UKES will be termination of UKES.
- 1.8 Global Crossing shall have no liability for, and Customer will indemnify Global Crossing, and its personnel, from and against any damages, losses, liabilities, penalties, costs or expenses incurred as a result of claims against Global Crossing arising from or in connection with (i) any improper routing by Customer of Emergency Calls that originate from the Customer's premises, (ii) failure of the Customer to provide Service Information, and provide prompt notice of changes to Service Information, (iii) failure to provide Emergency Contact details (and keep Global Crossing informed of changes to such details) and /or (iv) the non availability of the designated Emergency Contact.
- 1.9 If Customer elects not to receive UKES from Global Crossing, Customer shall provide written notice of its election not to have UKES provided by Global Crossing and Customer shall thereafter;
- block and have sole responsibility for blocking Emergency Calls;
  - have sole responsibility for routing calls to emergency services from its premises and or complying with laws and regulations relating thereto; and
  - indemnify Global Crossing against any damages, losses, liabilities, penalties, costs or expenses incurred as a result of claims against Global Crossing arising in connection with calls to emergency services that originate from the Customer's premises.
- 1.10 The obligations of Customer under Section 1.9 shall also apply following any suspension or terminated of UKES and/or UK Direct Voice Service pursuant to Global Crossing's suspension or termination rights under these terms or under the Master Agreement, and the provisions of Section 1.9 shall apply following cessation of UKES and/or UK Direct Voice Service following expiry (without renewal) of the service term for which UK Direct Voice Services are ordered by Customer.
- 1.11 Failure to comply with any provision of this Section 1 will be deemed a material breach of the Master Agreement entitling Global Crossing to terminate the provision of UK Direct Voice Service and/or the Master Agreement in accordance with the applicable termination provisions thereof.