



SERVICE TERMS AND SLA FOR LEASE OF US DARK FIBER

US Dark Fiber Lease. These are the service terms and service level agreement for the lease of Global Crossing Dark Fiber located in the United States, which apply to the provision of Dark Fiber in the United States on a leased basis in addition to the terms of any Master Services Agreement, Carrier 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 otherwise defined in these terms and conditions shall have the meanings given those terms in the Master Agreement.

Section 1. Description of Service

- 1.1 Service Description. Global Crossing Dark Fiber Service is the provision on a leased basis of Fiber optic cable pairs on Global Crossing's Network not carrying a signal ("Fiber"). For the avoidance of doubt, Global Crossing Dark Fiber Service is not comprised of SONET ring-protected private lines, point-to-point bi-directional circuits at OCN speeds or any other configuration.
- 1.2 Unless otherwise agreed to by Global Crossing, the Fiber provided by Global Crossing shall be single mode Fiber, installed and operating in conformity with generally accepted standards utilized by Global Crossing for its own Network.
- 1.3 Customer understands and acknowledges that the provision of Dark Fiber by Global Crossing is offered by Global Crossing on an "as available" basis and is not available in all regions. All requests for Dark Fiber are subject to individual quotation and order acceptance by Global Crossing.
- 1.4 All leases of Dark Fiber located in the United States are granted by Global Crossing North America Networks, Inc., and in these terms and conditions "Global Crossing" shall mean that company, and not the Global Crossing entity which is a party to the Master Agreement.

Section 2. Lease of Dark Fiber and Payment

- 2.1 The Service is offered in two types: (i) annual lease for a term of years, with a Monthly Service Charge ("MRC") payable, or (ii) a pre-paid lease for a term of years with a prepaid lease amount payable ("Prepaid Lease Charge"). The term of years in either case is the "Initial Term". For each Fiber pair ordered by the Customer, the following shall be set out in the Order form for the Service:
 - selected type of service (annual lease or prepaid lease);
 - pricing;
 - length of Initial Term;
 - details of demarcation points and specific solution/requirements at those demarcation points; and
 - any miscellaneous routing or service requirements.
- 2.2 At the end of the Initial Term (or any extension) for a Fiber lease (in each case the "Lease Expiration Date"), the term for that Fiber lease will automatically be extended on the same terms for an additional period of twelve months unless either:
 - 2.2.1 either party notifies the other in writing at least thirty days before the Service Expiration Date that the lease shall not autorenew, and shall terminate on the Service Expiration Date, in which case Global Crossing shall terminate the provision of the Fiber on the Service Expiration Date; or
 - 2.2.2 the Customer notifies Global Crossing in writing at least thirty days before the Service Expiration Date that the Customer wishes to renew the lease on a month to month basis only, in which case (a) regardless of any other pricing provisions agreed with Customer, the rates and charges for the lease shall be

increased to a monthly rate with effect from the Service Expiration Date and (b) such month to month lease may be terminated by either party upon thirty days' written notice to the other at any time following the Service Expiration Date.

Section 3. Customer Responsibilities

3. The Customer shall:
 - 3.1 comply and procure that its employees and agents comply with all applicable laws and all reasonable requests, demands or requirements (whether in writing or not) communicated by Global Crossing as to safety, the use of the Fiber, or access to any Global Crossing facility;
 - 3.2 in the interests of safety in accordance with applicable good engineering practice, comply and procure that its customers, employees and agents comply promptly with any request by Global Crossing to disconnect from all or any part of the Fiber or switch off any of the Customer's equipment or that of its customers (including, but not limited to, any lasers) and not to reconnect or switch on such equipment until instructed by Global Crossing that it is safe to do so;
 - 3.3 follow any procedures notified to Customer by Global Crossing regarding the use of the Fiber;
 - 3.4 abide by any Global Crossing security measures relating to access to the Fiber which are communicated to Customer;
 - 3.5 upon request, provide evidence to Global Crossing, including but not limited to a proof of certificate stating that all Customer personnel entering any Right Of Way ("ROW") and /or Global Crossing Collocation facility or regeneration facility is properly trained with respect to performing work in such a ROW and/or facility;
 - 3.6 ensure that any personnel entering a ROW and/or Global Crossing collocation facility or regeneration facility will use any and all proper safety equipment as required by the ROW entity;
 - 3.7 ensure that its use and any of its other activities relating to the Fiber shall not interfere with use by Global Crossing or any third party of the Global Crossing Network or with telecommunication transmissions by Global Crossing or any third party through the Global Crossing Network;
 - 3.8 where Global Crossing so requires, procure access for Global Crossing (or its respective employees or agents) to any Customer facilities for the purpose of testing or repairs or where such access is required to enable Global Crossing to comply with its obligations hereunder;
 - 3.9 at the request and expense of Global Crossing, use all reasonable endeavours to take such steps as are necessary to safeguard Global Crossing's rights in its Network (including the Fiber);
 - 3.10 not substitute, remove, add, alter, amend or expand any cable, wiring, equipment, hardware, software, or Fiber comprising part of or connected directly to Global Crossing's Network without first obtaining Global Crossing's written agreement;
 - 3.11 except as expressly agreed in writing with Global Crossing, not have any access to Global Crossing's Network and the Customer shall not, under any circumstances, move, relocate, disturb, handle or otherwise come into contact with (whether directly or indirectly) the Fiber, the duct(s) in which the Fiber is located, or any other portion of Global Crossing's Network; and
 - 3.12 be solely responsible for obtaining and maintaining any and all permits, licences, governmental or regulatory approvals which are required for Customer's use of the Fiber and/or any telecommunications equipment used in connection therewith.

Section 4. Takeover of Fiber

- 4.1 The Customer is solely responsible for ordering and maintaining all facilities, equipment, and services necessary to light and use the Fiber provided by Global Crossing and for all costs and expenses incurred in relation thereto, including without limitation, the installation, testing, maintenance and operation of any equipment and facilities. Global Crossing and Customer shall agree the specific technical solution and demarcation points for all Fiber to be provided by Global Crossing. Depending on the solution agreed in each case, Customer may be required to purchase additional Global Crossing services such as Collocation Service, Interconnect Access Service or Metro Access Service. Unless otherwise expressly agreed in writing, Global Crossing does not provide, order, design or co-ordinate or otherwise arrange for any inside wiring or 'extended demarc' either at Global Crossing facilities or Customer's premises.

- 4.2 The parties agree that take over of the whole Fiber may occur in stages on a segment by segment basis (as set out in the Order Form) in accordance with this Section 4. Requested service date(s) recorded on the Order Form do not establish the RFS Date, instead, the Global Crossing and Customer Project Managers for the Service shall agree upon the specific RFS Date following order acceptance. If Customer requests a change to a pending order, a new RFS Date will be established.
- 4.3 Changes to, or cancellations of, pending orders are accepted within the absolute discretion of Global Crossing; if accepted, Customer shall be liable to pay Global Crossing the following: (a) costs incurred in reliance upon Customer's order, including any third party charges incurred by Global Crossing in reliance of Customer's order, and (b) 100% of the installation charge.
- 4.4 On or before the RFS Date, or any amended RFS Date, Global Crossing will test the Fiber and declare its availability for Customer use. The Service Commencement Date ("Service Commencement Date") for Fiber ordered will be the date upon which Global Crossing notifies the Customer (by writing or electronic transmission) that the Fiber is available for Customer use, unless Customer within forty-eight (48) hours notifies Global Crossing of its non-acceptance on the basis that the agreed technical specifications for the Fiber have not been met. In that case, further tests of the Fiber will be conducted and a new Service Commencement Date will be agreed upon, provided that any Customer use of Fiber for other than testing purposes following notice of non-acceptance will be deemed to constitute acceptance of that Fiber or segment.
- 4.5 Any break-outs along the route of the Fiber, or at Fiber end points where Customer requests interconnection of the Fiber at a location other than at a Global Crossing collocation facility, shall be subject to separate negotiation and agreement between the parties.

Section 5. Payment

- 5.1 Unless otherwise agreed, all charges for Fiber (including any non-recurring installation charges and either (i) the first instalment of the MRC or (ii) the Prepaid Lease Charge), are payable within 30 days of the Service Commencement Date, regardless of whether or not any 'extended demarc' arranged by the Customer has been completed at that time or whether or not the Customer is ready to use the Fiber on that date.
- 5.2 In addition to a one-time installation charge and either (i) MRC or (ii) Prepaid Lease Charge (as set forth on an Order Form), Customer may also be responsible for miscellaneous charges including any charges for special construction requirements, expedite requests, or the like, agreed between Customer and Global Crossing.
- 5.3 Customer acknowledges and agrees that in no event shall a Prepaid Lease Charge be refundable to Customer. In the case of an annual lease of Fiber, Customer understands and acknowledges that the MRC agreed with Global Crossing is based in part on an assumption that the MRC shall be payable by Customer through the entire of the Initial Term for which Customer orders the applicable Fiber. Accordingly, Customer agrees that in the event of the abandonment by it of Fiber which is leased by Customer on an annual lease basis (and or a surrender of the underlying lease) at any time during the Initial Term of the applicable lease (other than pursuant to a termination by Customer of the Master Agreement or these terms and conditions pursuant to a right to do so because of the a breach by Global Crossing) Global Crossing shall invoice Customer, and Customer shall pay, an amount equal to the MRC multiplied by the number of months remaining in the Initial Term for which the applicable Fiber was ordered by Customer.
- 5.4 Notwithstanding any billing or other terms in the Master Agreement, all Fiber provided to Customer, all charges payable in respect of the provision of Fiber to Customer under these terms and conditions shall be invoiced to Customer by, and payable by Customer to, Global Crossing Telecommunications Inc., acting as billing agent for Global Crossing North America Networks, Inc.

Section 6. Maintenance

- 6.1 Maintenance. Global Crossing agrees with Customer, in consideration of payment of the MRC or Prepaid Lease Charge (as applicable), to maintain the Fiber in accordance with the terms of Schedule 1 to these terms and conditions. The cost of all Scheduled Maintenance (as defined in Schedule 1) of the Fiber shall be borne by Global Crossing as part of the MRC or Prepaid Lease payment amount (as applicable); however Customer shall reimburse Global Crossing for its proportionate share of the costs of any Unscheduled Maintenance (as defined in Schedule 1) which costs shall be allocated to Customer pro rata based on the amount of Fiber, as applicable, and the total fiber count, as applicable, in the affected portion of Global Crossing's Network.

Section 7. Resale of Fiber

- 7.1 Customer shall not resell the Fiber, or any part thereof or allow other carriers to interconnect with Global Crossing's Fiber Distribution Panels. For the avoidance of doubt, nothing in this Section 7 shall restrict the Customer's right to grant to third parties the right to service capacity or similar rights deriving the use of the Fiber in the normal course of its business provided always:
- a. that the Customer has the necessary regulatory or statutory approvals, permits or consents required to effect such resale and that such resale is in compliance with the applicable law of the jurisdiction(s) in which the Fiber is located; and
 - b. that the terms of such resale shall confer no greater rights on any third party and shall impose on such third party no less onerous obligations than those set out in these terms and conditions.

8. Waiver of Claims

- 8.1 Customer acknowledges that Global Crossing may be required under the terms of a Required Right to indemnify the grantor or provider thereof from and against any and all claims, suits, judgments, liabilities, losses or expenses arising out of service interruption, cessation, unreliability of or damage to Global Crossing's network, regardless of whether such claims, suits, judgments, liabilities, losses or expenses arise from the sole or partial negligence, willful misconduct or other action or inaction of Global Crossing or provider and its employees, servants, agents, contractors, subcontractors or other persons using the property covered by such Required Right (collectively "Claims"). In such circumstances, Customer hereby releases such grantor or provider from, and hereby waives, all Claims. Global Crossing shall inform Customer of any circumstance that gives rise to the obligations set forth in this Section. For the purpose of these terms and conditions "Required Rights" means any and all rights, licenses, permits, authorizations, rights-of-way, easements and other agreements which are necessary to construct, install and keep installed and maintain the Fiber and to grant a lease to Customer in respect thereof.

Section 9. Network Relocation

- 9.1 Global Crossing may relocate all or any portion of the Fiber provided to Customer or any of the facilities required to provide Customer with the Fiber (i) if a third party with legal authority orders or threatens to order such relocation (e.g., through eminent domain, nationalization, or expropriation), (ii) by the Grantor or provider of a Required Right, (iii) in order to comply with applicable laws, (iv) to reduce governmental fees or taxes assessed against it or Customer, or (v) for bona fide operational reasons. Global Crossing agrees to provide customer ten (10) calendar days prior notice of a relocation, if reasonably feasible. Global Crossing has the right to direct such relocation, including the right to determine the extent of, the timing of, and methods to be used for such relocation, provided that any relocation:
- a. is constructed and tested in accordance with the specifications which apply to the Fiber;

- b. does not result in a materially adverse change to the operations, performance, or connection points with the network of Customer; and
- c. does not unreasonably interrupt service on the Fiber.

9.2 Global Crossing will use its commercially reasonable efforts to secure an agreement for reimbursement from any third party requiring a relocation. Customer agrees to reimburse Global Crossing for Customer's pro rata share of Global Crossing's costs of any relocation pursuant to Section 9.1 (i), (iii) or (iv) for which Global Crossing is not reimbursed.

CUSTOMER	GLOBAL CROSSING
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

Full Customer Name: _____

Master Agreement Reference Number: _____

SCHEDULE 1**MAINTENANCE REQUIREMENTS AND PROCEDURES****Maintenance**

Scheduled Maintenance. Routine maintenance and repair of the Fiber described in this Appendix 1. ("**Scheduled Maintenance**"). Scheduled Maintenance shall only include the following activities:

- ♦ patrol of Global Crossing System route on a regularly scheduled basis;
- ♦ maintenance of a "Call-Before-You-Dig" program and all required and related cable locates.

Unscheduled Maintenance. Non-routine maintenance and repair of the Customer Fibers which is not included as Scheduled Maintenance ("**Unscheduled Maintenance**") shall consist of:

- ♦ "Emergency Unscheduled Maintenance" in response to an alarm identification by Global Crossing's Operations Center, notification by Customer or notification by any third party of any failure, interruption or impairment in the operation of fibers within the Global Crossing System, or any event imminently likely to cause the failure, interruption or impairment in the operation of fibers within the Global Crossing System.
- ♦ "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of fibers within the Global Crossing System not covered by Scheduled Maintenance. Customer shall immediately report the need for Unscheduled Maintenance to Global Crossing in accordance with reasonable procedures promulgated by Global Crossing from time to time. Global Crossing will log the time of Customer's report, verify the problem and dispatch personnel immediately to take corrective action.

Operations Center

Global Crossing shall operate and maintain an Operations Center ("**OC**") staffed twenty-four (24) hours a day, seven (7) days a week by trained and qualified personnel. Global Crossing shall ensure that maintenance personnel shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. Global Crossing shall ensure the first maintenance personnel are at the site requiring Emergency Unscheduled Maintenance activity within four (4) hours after the time Global Crossing becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by Force Majeure Events. Global Crossing shall maintain a toll-free telephone number to contact personnel at the OC. Global Crossing's OC personnel shall dispatch maintenance and repair personnel along the system to handle and repair problems detected in the Global Crossing System: (i) through the Customer's remote surveillance equipment and/or upon notification by Customer to Global Crossing, or (ii) upon notification by a third party.

Global Crossing will not be responsible for monitoring the performance or operation of the Customer Fibers; in the event that Customer detects a failure in the operation of the Customer Fibers which may indicate the need for Unscheduled Maintenance, Customer shall report same to Global Crossing's OC.

Cooperation and Coordination

In performing its services hereunder, Global Crossing shall take workmanlike care to prevent impairment to the signal continuity and performance of the Customer Fibers. The precautions to be taken by Global Crossing shall include notifications to Customer. In addition, Global Crossing shall reasonably cooperate with Customer in sharing information and analyzing the disturbances regarding the cable and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the Customer, then Customer shall, at Global Crossing's reasonable request, make such personnel of Customer available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate

and cooperate with Global Crossing in performing such maintenance as required of Global Crossing hereunder.

Global Crossing shall notify Customer at least ten (10) calendar days prior to the date in connection with any Planned Service Work Period ("PSWP") of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance.

Facilities

Global Crossing shall maintain the Global Crossing System in a manner which will permit Customer's use, in accordance with the terms and conditions of the Agreement.

Customer will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by Customer in connection with the operation of the Customer Fibers, none of which is included in the maintenance services to be provided hereunder.

Cable/Fibers

Global Crossing shall maintain sufficient capability to teleconference with Customer during an Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing cable discontinuity or damage, including but not limited to in the event of Emergency Unscheduled Maintenance, Global Crossing shall use reasonable efforts to ensure traffic-affecting repair as soon as reasonably possible.

Conduit

In the event that the Customer Conduit is damaged, Global Crossing shall be responsible for conduit restoration as part of Unscheduled Maintenance. Restoration will commence following all fiber restoration required due to the same event which caused damage to the Customer Conduit. Temporary conduit restoration will be completed as soon as possible after all fibers and cables damaged by such event are fully restored. Permanent conduit restoration will be completed in a reasonable timeframe thereafter, as mutually agreed upon by the parties.

Planned Service Work Period

Scheduled Maintenance which is reasonably expected to produce any signal discontinuity must be coordinated between the parties. Generally, this work should be scheduled after midnight and before 6:00 a.m. local time. Major system work, such as fiber rolls and hot cuts, will be scheduled for PSWP weekends. The intent is to avoid jeopardy work on the first and last weekends of the month and high-traffic holidays.

Restoration

Global Crossing shall respond to any event giving rise to the need for Unscheduled Maintenance (in any event, an "Outage") as quickly as possible (allowing for delays caused by Force Majeure Events)

Third Party Maintenance

All of the maintenance services hereunder may be carried out by third parties; provided that such third parties shall perform in accordance with the requirements and procedures set forth herein. The use of any such third parties shall not relieve Global Crossing of any of its obligations hereunder.