



## SERVICE TERMS AND SLA FOR VIDEO TRANSMISSION SERVICES

**Video Transmission Services.** These are the service terms and service level agreement for Global Crossing Video Transmission Services (the “Services”) which apply to Video Transmission Services provided by Global Crossing 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. Initial capitalized terms not defined in these terms and conditions have the meanings given to them in the Master Agreement.

### 1. Services Description

- 1.1 Global Crossing Video Transmission Services provides broadcasters, cable networks, production companies and corporations with high-quality customized global video transmission services. Details of the specific video transmission services ordered by Customer, together with the pricing for those Services, will be set out in Service Schedules executed by Global Crossing and Customer.
- 1.2 Use of Capacity and/or other Third Party Services. If Global Crossing is requested by Customer to provide satellite space segment capacity, terrestrial capacity, teleport services, production facilities or any other third party facilities (collectively “Third Party Services”), the provision of such Third Party Services may be subject to additional terms and conditions mandated by the applicable third party provider(s). Where practicable, Global Crossing shall append any such additional terms to the applicable Service Schedule. Global Crossing reserves the right, upon thirty days’ notice to Customer, to change the specific space segment, teleport or production facilities that it utilizes to provide the Third Party Services, provided that any such change shall be to a comparable service, with similar technical characteristics and operational conditions. In the event of Service Unavailability (defined below) caused by technical problems with Third Party Services, Global Crossing may restore Service by utilizing alternative third party facilities.
- 1.3 Preemption of Global Crossing Satellite Transponder / Space Segment: If use of the Global Crossing satellite transponder / space segment described in Section 1.2 is preempted by Global Crossing’s satellite service provider as a result of satellite failure or otherwise, Global Crossing reserves the right to immediately discontinue the provision of Services. In such circumstances, Global Crossing shall provide Customer with as much notice as reasonably practical after receipt of notice by Global Crossing from the satellite service provider. If Services are temporarily discontinued due to preemptive action by satellite service provider(s), Customer shall be entitled to a service credit in accordance with the terms of Section 4 below.

### 2. Implementation and Installation.

- 2.1 Global Crossing shall consult with Customer to develop a work plan to implement and install any equipment to be provided by Global Crossing at Customer’s premises (“GC Equipment”). Global Crossing is responsible for shipping and installation of GC Equipment. In addition to its obligations under the Master Agreement, Customer is responsible for (i) providing access at the Customer premises for installation / implementation at scheduled times and ensuring that appropriate contact personnel are on-site and available for installation, (ii) ensuring availability of all necessary power distribution boxes, conduits, grounding, surge and lightning protection and associated hardware and that power outlets are within four feet/ 1 meter of the location at which GC Equipment is to be installed, and (iii) ensuring that all Customer-provided inside wiring is in place and for making any necessary facility alterations to meet wiring and other site-specific requirements.
- 2.2 Installations at each applicable Customer premises shall be scheduled by mutual agreement between Global Crossing and Customer. Installations are based upon two-hour blocks of time; the time of installation begins when the technician arrives on site. Installations requiring more than a single two-hour block of time due to Customer requests or Customer delays shall be billed for additional two-hour blocks of time at standard “Ad-Hoc Engineering” rates. Global Crossing installs GC Equipment during normal business hours, that is, between 08:30 and 17:30 local time Monday to Fridays, excluding local bank and other public holidays. Installations carried out, at Customer’s request, during periods outside those times (“Out of Hours”), may incur additional charges. A Faulty Vendor Dispatch charge shall be payable where scheduled installation is cancelled by Customer on less than thirty six hours notice to Global Crossing or where installation cannot be completed at the agreed time as a result of an act or omission by the Customer, including:

- Site Not Ready: e.g. the Customer premises at which the GC Equipment is to be located does not have proper power or equipment racks available.
  - Faulty Design: Incorrect equipment, cables or software components specified by Customer result in failure of installation.
  - No Access: The Global Crossing technician is not able to gain access to the room / premises in which the GC Equipment is to be located.
- 2.3 Title to GC Equipment shall remain with Global Crossing or its suppliers, and Customer may not (i) attempt to sell, charge or encumber GC Equipment or (ii) add to, modify, or interfere with GC Equipment, or allow any third party (other than a third party authorized by Global Crossing) to do so. Customer agrees that Global Crossing and/or its designated agent shall, upon reasonable notice, have the right to inspect all GC Equipment provided to Customer to ensure Customer's compliance with the forgoing sentence. Customer further acknowledges that GC Equipment provided to Customer in the US is subject to a security interest in favor of Wilmington Trust FSB as collateral agent under that certain Pledge and Security Agreement dated as of September 22, 2009, and that GC Equipment provided in other jurisdictions may be subject to similar security interest in favor of Global Crossing's lenders or their designated agents. Customer will be liable for the costs of repair or replacement of GC Equipment if damaged or lost due to theft, negligence, intentional acts, unauthorized acts or other causes within Customer's reasonable control or that of its agents or employees. On termination of the Services for any reason, Customer will make GC Equipment available for removal by Global Crossing or its agent, or return it in the same condition as originally installed (ordinary wear and tear excepted). If Customer does not make such GC equipment available to Global Crossing or its agent or otherwise return it to Global Crossing within sixty days of termination of the Services, Global Crossing shall have the right to charge Customer the fair market value of such GC Equipment (based on device / make / model etc.)
- 2.4 Customer represents that when using the Services it shall comply at all times with all applicable laws and regulations and that no sounds, music, videos, graphics, photos, audiovisual combinations, interactive features and/or other material that is provided to Global Crossing for transmission or otherwise transmitted by the Customer using the Services (collectively "Customer Content") will contravene any applicable law or regulation. Customer affirms, represents, and warrants that it owns or has all necessary licenses, rights, consents, and permissions to provide Customer Content to Global Crossing and/or to transmit Customer Content using the Services. Without limiting the generality of the foregoing, Customer represents that Customer Content submitted by it to Global Crossing and/or transmitted using the Services will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless Customer has permission from the rightful owner of the material or is otherwise legally entitled to transmit the Customer Material using the Services. Customer acknowledges that Global Crossing shall not (and shall have no obligation to) process or review any Customer Content for legality or otherwise exercise any editorial control whatsoever over Customer Content, but shall merely provide a conduit for the transmission of such Customer Content. As between Global Crossing and Customer, Customer shall retain all right, title and interest in Customer Content. Customer grants Global Crossing and its subcontractors who assist in the provision of the Service the limited right to use Customer Content solely to the extent necessary to provide the Services to Customer.
- 2.5 Customer acknowledges that the Services involve net protocol conversion and accordingly are regulated in the US as an information service under the Communications Act of 1934, as amended (47 U.S.C. §§ 151 *et seq.*), and current FCC regulations.
- 2.6 Customer shall provide contact details for a designated customer contact for receipt of operational notices in connection with the Services. Maintenance shall be provided in accordance with the applicable terms of the Master Agreement provided that Global Crossing shall provide 72 hours advance notice of scheduled maintenance anticipated to affect the Services.

### **3. Billing**

- 3.1 All recurring charges shall be paid to Global Crossing ten days prior to the first day of each month the Services are to be provided (i.e., charges for January 1 – January 31 are due December 21). If the availability of the Services should commence or terminate on a day other than the first or last day of a calendar month, charges for the Services shall be prorated for each day that the Services are available during such calendar month.
- 3.2 Charges for the Services may, after the first anniversary of the Service Commencement Date, be increased on notice to Customer to account for payments required by any governmental authority which have the effect of increasing the cost of the facilities to Global Crossing or by any carrier that provides facilities or services associated with Customer's use of such Services. Increases of less than ten percent (10%) shall be reflected in invoices for the Services; increases of more than ten percent (10%) shall require the approval of the Customer. Upon notice of an increase of greater than ten percent (10%), Customer may, in lieu of accepting such increase(s),

elect to terminate the applicable Services without obligation other than to pay all charges accrued up to the effective date of such termination.

#### 4. Service Level Agreement (SLA)

##### 4.1 Service Availability

4.1.1 Commitment: Global Crossing guarantees Service Availability per calendar month in accordance with the following table:

Table A

Service level applying (as specified in Service Schedule)	Service Level Description		Committed Service Availability	Maximum Service Unavailability in a month
	Local Access Circuit Configuration	Customer Premises Equipment (CPE) Configuration		
Platinum	Customer premises served by a Redundant Local Access Circuit Configuration	Service configured with fully redundant backup CPE	99.999%	< 26 seconds of Service Unavailability
Gold	Customer premises served by a Redundant Local Access Circuit Configuration	Service configured with fully redundant backup CPE	99.99%	< 4 minutes of Service Unavailability
Silver	Customer premises served by a Redundant Local Access Circuit Configuration	Service configured with no redundant backup CPE	99.95%	< 23 minutes of Service Unavailability
Standard	Customer premises not served by a Redundant Local Access Circuit Configuration	Service configured with no redundant backup CPE	99.9%	< 43 minutes of Service Unavailability

4.1.2 Definitions & Measurement: The following definitions apply:

“Service Availability” is defined as the functioning of the Service as described and provided for in the applicable Service Schedule. “Service Unavailability” is defined as (i) periods during which there is no Service Availability. Service Unavailability is calculated from Service Unavailability is calculated from trouble ticket timestamps in accordance with the following formula:

$$\text{Service Unavailability} = (\text{Total Time Open} - \text{Monitoring Time} - \text{Customer Time})$$

“Total Time Open” is the period of time from (a) that the Customer reports Service Unavailability to Global Crossing’s Global Media Operations Centre in New York, and Global Crossing opens a trouble ticket, until the time (b) that Global Crossing advises the Customer that the Services have been restored and are operating in accordance with agreed specifications, and Global Crossing closes the trouble ticket.

“Monitoring Time” is the length of time a trouble ticket remains open following notification to the Customer by Global Crossing that service has been restored and is operating in accordance with agreed specifications, without any response from Customer, up to a maximum of 24 (twenty-four) hours.

“Customer Time” comprises all period(s) during which, following the opening of a trouble ticket, Global Crossing is unable to take remedial action due to Customer controlled conditions such as failure or delay in providing access to the Service, CPE and/or to Customer’s facilities, failing to provide responses to Global Crossing inquiries or failing to take remedial action requested by Global Crossing in relation to the Customer-controlled equipment. Customer Time shall not include any Monitoring Time as defined above.

“Redundant Local Access Circuit Configuration” means that the applicable Customer premises is served either (i) by two fully diverse point to point local access circuits provided by two local access circuit providers or (ii) by a single SONET or SDH based local access circuit in a ring configuration with diverse entrances to the Customer premises.

For the purposes of the foregoing terms, incidents of Service Unavailability must be reported to Global Crossing’s Global Media Operations Centre by email or telephone as follows:

Global Media Operations Centre.  
 One Penn Plaza, Suite 4530  
 New York, New York 10119  
 Attn: Network Operations Center  
 Email: [GMOG@globalcrossing.com](mailto:GMOG@globalcrossing.com)  
 Tel: +1 212 962 1722

For Scheduled Maintenance that may result in a Service outage, Global Crossing will give the Customer advanced written notice as follows, and shall also advise the Customer as to the expected duration of any Service Outages resulting from such maintenance:

- For Scheduled Maintenance on equipment at Customer premises, three (3) days advanced written notice.
- For Scheduled Maintenance on network assets, ten (10) days advanced written notice.

Any periods beyond the advised time for which such an outage continues will be considered periods of Service Unavailability for the purpose of the Service Availability guarantee in this Section.

For Scheduled Emergency Maintenance that may result in a Service outage, Global Crossing will provide Customer with as much advance written notice as is reasonably practical, including the planned duration of the outage. Any periods beyond the advised time for which such an outage continues will be considered periods of Service Unavailability for the purpose of the Service Availability guarantee in this Section.

4.1.3 **Service Unavailability Credits:** For each two hour period (or part thereof) of Service Unavailability in excess of the applicable parameter in Table A, the Customer will be entitled to a credit as outlined in Table B below.

**Table B**

Level of Service	Credit, as a percentage of MRC
Platinum	5%
Gold	4%
Silver	3%
Standard	2%

In Table B, MRC means the aggregate monthly recurring charge payable by the customer for all elements of the service as described in the applicable Service Schedule, excluding (i) usage charges, (ii) charges for related network services, satellite space segment, or satellite transmission service and (iii) any third party charges passed through to the Customer (including charges for any local access circuits provided to Customer by Global Crossing).

4.2 **Mean Time to Restore**

4.2.1 **Commitment:** Global Crossing commits to restoring Service Availability within the parameters set out in the following table.

**Table C**

Service Level	Guarantee
Platinum	10 minutes MTTR
Gold	30 minutes MTTR
Silver	4 Hours MTTR
Standard	24 Hours MTTR

4.2.2 **Measurement:** Mean Time To Restore (“MTTR”) is calculated by dividing the cumulative time of Service Unavailability for a specific Service (described in a Service Schedule) in a calendar month by the total number of trouble tickets opened for the Customer for that Service in that month.

4.2.3 **Credit:** If the applicable MTTR parameter in table C is exceeded, Customer will be entitled to a credit as outlined in the Table B for the applicable Service for the applicable month.

4.3 **General terms applying to SLA**

- (a) SLA credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges.
- (b) In no event will SLA credits in any calendar month exceed 100% of the total monthly recurring charges payable by Customer for the applicable Video Transmission Services in that month, as described in the applicable Service Schedule.
- (c) As a condition of entitlement to SLA credits, Customer shall cooperate with Global Crossing in addressing any reported Services problems.
- (d) SLA credits are applied only upon Customer’s written request, which must be submitted within fifteen (15) business days of the end of the month in which entitlement to an SLA credit arose.  
All agreed SLA credits claimed by Customer for a given month will be totaled and applied to Customer’s next following invoice for the Services, or as promptly thereafter as is practical in the event of a dispute.
- (e) SLA credits provided for in these terms are Customer’s exclusive remedy with respect to items covered in these terms and conditions.

4.4 Exclusions: No SLA credit shall apply to any period of Service Unavailability, caused, in whole or part, by any of the following:

- (a) a failure of Customer’s equipment or equipment of a Customer’s vendor other than Global Crossing,
- (b) a failure of equipment provided as part of the Service which occurs as a result of a power outage or equipment disconnection at the Customer site.
- (c) a failure in local access facilities connecting the Customer to Global Crossing’s network which are not provided by Global Crossing;
- (d) force majeure events as defined under the Master Agreement;
- (e) any act or omission of Customer or any third party (including but not limited to, Customer’s agents, contractors or vendors), including, but not limited to (i) failing to provide Global Crossing adequate access to Customer premises for testing, (ii) failing to provide access to Customer premises as reasonably required by Global Crossing (or its agents) to enable Global Crossing to comply with its obligations regarding the Services, (iii) failing to take any remedial action in relation to the Services as recommended by Global Crossing, or otherwise preventing Global Crossing from doing so, or (iv) any act or omission which causes Global Crossing to be unable to meet these SLA terms;
- (f) customer’s negligence or willful misconduct, which may include Customer’s failure to follow agreed-upon procedures;
- (g) any scheduled maintenance periods when Customer has been informed of such maintenance, and any emergency maintenance;
- (h) any period of Service Unavailability for which Customer has agreed not to use the Services to facilitate maintenance or agreed changes to the Services, or
- (i) disconnection or suspension of the Service by Global Crossing pursuant to a right to do so under the Master Agreement or these terms and conditions.

<b>Customer</b>	<b>Global Crossing</b>
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

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